APPENDIX “B”

SECURITIES PLEDGE AGREEMENT

For valuable consideration, Atcon Group Inc. agrees with The Bank of Nova Scotia ("**BNS**") as follows:

1. **Grant of Security.** As a general and continuing collateral security for the due payment and performance of the Liabilities, you mortgage, pledge, charge and assign to BNS, and grant to BNS, and BNS takes, a Security Interest in, the following Securities, any Related Interests and all Proceeds of any such Securities and any Related Interests in which you have rights (collectively the "**Collateral**"):

   Specific Securities: the Securities described below and in any schedules, documents or listings that you may from time to time sign and provide to BNS in connection with this Agreement, and any Related Interests:

   All shares in the capital stock of OPI AKTIEBOLAG beneficially owned by the undersigned, including any such shares that are issued and registered in the name of the undersigned at the time of this pledge together with all shares in which the undersigned hereafter acquires a beneficial interest or that are subsequently acquired and registered in addition to or substitution to the foregoing.

2. **Governing Law.** This Agreement is governed by the laws of the Province of New Brunswick (without reference to the choice of laws rules). You irrevocably agree to submit to the non-exclusive jurisdiction of its courts.

3. **Copy Received.** You acknowledge having received a copy of this Agreement.

4. **Ownership Rights.**

   (a) *Represents Ownership.* You represent and warrant that there are no restrictions on your right or ability to transfer the Collateral and that the Collateral is, and you agree that the Collateral will at all times be, free of any Charge or trust except in favour of BNS or incurred with BNS's prior written consent.

   (b) *Rights of BNS or its Nominee.* BNS may register any of the Collateral in its name or in the name of its nominees. Upon BNS's request from time to time you will immediately deliver to BNS or its nominee any certificates representing or evidencing the Collateral, together with executed powers of attorney in such form as BNS may request and with signatures guaranteed, and/or such documents of transfer as BNS may from time to time request. BNS or its nominee may (but does not have to) exercise all rights and perform all acts of ownership in respect of the Collateral to the same extent as you might do, except that BNS or its nominee will only exercise any right to vote after (i) a Default and (ii) delivery to you of notice of the intention of

Dated this 30 day of June, 2009.

ATCON GROUP INC.

By: ______________________
Name: Robert W. Tober
Title: President

SECURITIES PLEDGE AGREEMENT

THIS AGREEMENT is made as of April 4th, 2006,

BETWEEN:

ATCON GROUP INC., a corporation incorporated under the laws of New Brunswick (the "Parent");

- and -

ATCON HOLDINGS INC., a corporation incorporated under the laws of New Brunswick (the "Borrower");

- and -

ATCON CONSTRUCTION INC., a corporation incorporated under the laws of New Brunswick ("Atcon Construction");

- and -

ATCON MANAGEMENT SERVICES INC., a corporation incorporated under the laws of New Brunswick ("Atcon Management", and together with the Parent, the Borrower and Atcon Construction, the "Pledgors", and each a "Pledgor");

- and -

MG STRATUM FUND III, LIMITED PARTNERSHIP (hereinafter referred to as the "Secured Party").

WHEREAS the Borrower, Atcon Construction and Atcon Management are, among others, party to a credit agreement with the secured party dated as of the date hereof (as may be amended, restated, replaced or supplemented from time to time, the "Credit Agreement"), pursuant to which the Secured Party has agreed to extend certain credit facilities to the Borrower;

AND WHEREAS the Parent, Atcon Construction and Atcon Management have entered into a guarantee dated as of the date hereof (as may be amended, restated, replaced or supplemented from time to time, the "Guarantee"), pursuant to which the Parent, Atcon Construction and Atcon Management, among others, have guaranteed the obligations of the Borrower to the Secured Party;

AND WHEREAS each of the Pledgors has agreed to grant a security interest in and pledge the Collateral (as hereinafter defined) to the Secured Party in order to secure the performance of its Obligations (as hereinafter defined), in the case of the Borrower under the

Credit Agreement, and in the case of the Parent, Atcon Construction and Atcon Management under the Guarantee;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants herein contained the parties hereto agree as follows:

ARTICLE 1 -INTERPRETATION

1.01 Definitions

In this Agreement, in addition to the definitions set out in the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement between the Pledgors and the Secured Party, as may be amended, restated, replaced or supplemented from time to time.

"**Collateral**" means the assets subject to the security interest constituted by Section 2.01.

"**Construction Shares**" means all shares in the capital stock of Brun-Way Construction Inc. now held or hereafter acquired by Atcon Construction.

"**Event of Default**" means a failure on the part of a Pledgor to pay, when required, any amount due to the Secured Party pursuant to the Credit Agreement or the Guarantee or both.

"**Obligations**" means (i) in the case of the Borrower, all obligations and liabilities of any kind whatsoever of the Borrower to the Secured Party in connection with or relating to the Credit Agreement, (ii) in the case of the Parent, all obligations and liabilities of any kind whatsoever of the Parent to the Secured Party in connection with or relating to the Guarantee, and (iii) in the case of Atcon Construction, all obligations and liabilities of any kind whatsoever of Atcon Construction to the Secured Party in connection with or relating to the Guarantee.

"**OPI Shares**" means all shares in the capital stock of OPI AB (corporate identity no. 556159-8078) now held or hereafter acquired by the Parent.

"**Pledged Securities**" means all securities listed in Schedule A attached hereto and forming part hereof, as such schedule may be amended from time to time.

"**PPSA**" has the meaning given thereto in Section 4.01(2).

1.02 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

ARTICLE 2 -GRANT OF SECURITY INTEREST AND PLEDGE

2.01 **Grant and Pledge of Collateral**

As a general and continuing collateral security for the payment and performance of the Obligations, each of the Pledgors hereby grants to the Secured Party a continuing security interest in and pledge to the Secured Party all right, title and interest of such Pledgor in and to the following (collectively, the "Collateral"):

(a) the Pledged Securities and all certificates and instruments evidencing or representing such securities;

(b) all dividends, whether in shares, money or property, received or receivable upon or in respect of any Pledged Securities and all interest payments and money or other property paid or payable on account of any return on, or repayment of, capital in respect of any Pledged Securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of, the capital of the issuer of the Pledged Securities in respect thereof;

(c) all other property that may at any time be received or receivable or otherwise distributed or distributable to such Pledgor in respect of, in substitution for, in addition to or in exchange for, any of the foregoing; and

(d) all proceeds in respect of the foregoing and all rights and interest of such Pledgor in respect thereof or evidenced thereby including, without limiting the generality of the foregoing, all money received or receivable from time to time by such Pledgor in connection with the sale of any of the foregoing.

2.02 **Attachment of Security Interest**

(1) Each Pledgor acknowledges that value has been given and agrees that the security interest granted hereby will attach when such Pledgor signs this Agreement and such Pledgor has any rights in the Collateral.

(2) Notwithstanding Section 2.02(1), the security interest in the Construction Shares granted hereby will attach upon the earlier to occur of:

(a) following the occurrence of an Event of Default, written notice from the Secured Party to the Pledgors stating that such attachment has occurred; and

(b) the occurrence of the Event of Default set forth in Section 8.1(7) of the Credit Agreement;

2.03 **Delivery of Collateral**

All certificates, instruments or other documents representing the Collateral must be endorsed for transfer or accompanied by powers of attorney, all as satisfactory to the Secured Party, and must be delivered immediately to the Secured Party or its nominee. Such certificates, instruments or other documents may, subject to the provisions of the Credit Agreement and at the option of the Secured Party, at any time be registered in the name of the Secured Party or its nominee. In the case of the OPI Shares, the Parent shall, upon execution of this Agreement, or if acquired after the date of this Agreement upon such acquisition, (i) endorse the share certificates representing the OPI Shares in blank, (ii) deliver such share certificates to the Secured Party, provided that in the case of share certificates representing the OPI Shares issued and outstanding as of the Closing Date, such share certificates shall be delivered to the Lender no later than 10 Business Days following the Closing Date, and that in the case of an acquisition of OPI Shares after the date of this Agreement, the share certificate(s) representing such shares shall be delivered to the Lender no later than within 10 Business Days following such acquisition, (iii) cause OPI AB, the issuer of the OPI Shares, to register the Secured Party's security interest in the OPI Shares in OPI AB's share register, and (iv) deliver to the Secured Party a copy of such share register. The Secured Party shall continue to hold the share certificates representing the OPI Shares until termination of this Agreement

ARTICLE 3 -REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01 **Representations and Warranties of the Pledgors**

Each of the Pledgors hereby represents and warrants to the Secured Party that:

(a) it is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation with the corporate power to enter into this Agreement; this Agreement has been duly authorized by all necessary corporate action by it and constitutes a legal and valid agreement binding on it and enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any of its property pursuant to any agreement, indenture or other instrument to which it is a party or by which it or any of its property may be bound or affected;

(b) it is the legal and beneficial owner of the Pledged Securities listed in Schedule A hereto under its name, free of any security interest, other than any security interest in favour of the Secured Party or as disclosed in the Credit Agreement and except as set forth in schedule B hereto, with full right and authority to create the security interest and deliver the Pledged Securities to the Secured Party pursuant hereto;

(c) all the Pledged Securities have been validly issued and are outstanding as fully paid and non-assessable;

(d) except as set forth in Schedule B hereto or as disclosed in the Credit Agreement, there is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which it could be required to sell or otherwise dispose of any of the Pledged Securities; and

(e) except as set forth in Schedule B hereto or as disclosed in the Credit Agreement, all necessary steps have been taken and all necessary consents have been obtained to permit the transfer of the Pledged Securities and the delivery of any certificates, instruments or other documents relating thereto to the Secured Party and any transfer by the Secured Party of the Pledged Securities to any third party.

3.02 **Covenants of the Pledgors**

Each of the Pledgors covenants with the Secured Party that such Pledgor will:

(a) ensure that the representations and warranties set forth in Section 3.01 will be true and correct at all times;

(b) defend the Collateral against all claims and demands respecting the Collateral made by any person other than the Secured Party at any time and, except as otherwise provided herein, keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests except for those disclosed in the Credit Agreement or as hereafter approved in writing by the Secured Party prior to their creation or assumption; and

(c) not sell or dispose of, transfer, relinquish or otherwise deal with any of its interest in the Collateral.

ARTICLE 4 -DEALING WITH COLLATERAL

4.01 **Rights and Duties of the Secured Party**

(1) The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

(2) In the holding of the Collateral, the Secured Party and any nominee on its behalf is, subject to the provisions of the *Personal Property Security Act* (New Brunswick) (the "PPSA"), only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as a Pledgor reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

4.02 **Voting Rights**

(1) Unless an Event of Default has occurred and has not been waived, a Pledgor is entitled to exercise, either directly or, if any of the Pledged Securities are registered in the name of the Secured Party or its nominee, by power of attorney or proxy, all the rights and powers of a holder of such securities including, without limitation, the right to vote from time to time exercisable in respect of the Pledged Securities and to give proxies, consents and waivers in respect thereof. No such action may be taken if it would be prejudicial to the interests of the Secured Party or would violate or be inconsistent with the Credit Agreement, Guarantee or this Agreement or any other agreement relating thereto or hereto or would have the effect of reducing the value of the Collateral as security for the Obligations or imposing any restriction on the transferability of any of the Collateral.

(2) Upon the occurrence of an Event of Default that has not been waived, the Secured Party may give a Pledgor a notice prohibiting such Pledgor from exercising its rights and powers as a holder of the Pledged Securities listed in Schedule A hereto under its name including, without limitation, the right to vote the Pledged Securities, at which time all such rights of such Pledgor will cease immediately and the Secured Party will have the right, but not the obligation, to exercise the rights and powers related to such Pledged Securities including, without limitation, the right to vote.

4.03 **Dividends and Interest Payments**

(1) Unless an Event of Default has occurred and has not been waived:

(a) each Pledgor is entitled to receive its respective portion of all dividend payments or other distributions of any nature or form or interest payments in respect of the Collateral; and

(b) if any of the Pledged Securities has been registered in the name of the Secured Party or its nominee, the Secured Party will execute and deliver (or cause to be executed and delivered) to a Pledgor all directions and other instruments as such Pledgor may request for the purpose of enabling such Pledgor to receive the dividends or other payments that such Pledgor is authorized to receive pursuant to Section 4.03(1)(a) above.

(2) Upon the occurrence of an Event of Default that has not been waived, all rights of a Pledgor pursuant to Section 4.03(1)(a) will cease and the Secured Party will have the sole and exclusive right and authority to receive and retain all payments that such Pledgor would otherwise be authorized to retain pursuant to Section 4.03(1)(a). All money and other property received by the Secured Party pursuant to the provisions of this Section 4.03(2) may be applied on account of the Obligations or may be retained by the Secured Party as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement.

ARTICLE 5 -REMEDIES

5.01 Remedies

(1) On or after the occurrence of any Event of Default, (i) any or all of the Obligations will at the option of the Secured Party become immediately due and payable or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived; (ii) the obligation, if any, of the Secured Party to extend further credit to the Borrower will cease; (iii) any or all security granted hereby will, at the option of the Secured Party, become immediately enforceable; and (iv) in addition to any right or remedy provided by law, the Secured Party will have, subject to the provisions of the PPSA, the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

(a) transfer any part of the Collateral into the name of the Secured Party or its nominee if it has not already done so in accordance with Section 2.03;

(b) vote any of the Collateral (whether or not registered in the name of the Secured Party or its nominee) and give or withhold all consents and waivers in respect thereof;

(c) exercise all rights of conversion, exchange or subscription, or any other rights, privileges or options pertaining to any of the Collateral including, without limitation, the right to exchange at its discretion any of the Collateral upon the amalgamation, arrangement, merger, consolidation or other reorganization of the issuer of the Collateral, all without liability except to account for property actually received by the Secured Party;

(d) from time to time realize upon, collect, sell, transfer, assign, give options to purchase or otherwise dispose of and deliver any Collateral in such manner as may seem advisable to the Secured Party. For such purposes each requirement relating thereto and prescribed by law or otherwise is hereby waived by each of the Pledgors to the extent permitted by law, and in any offer or sale of any of the Collateral the Secured Party is authorized to comply with any limitation or restriction in connection with such offer or sale as the Secured Party may be advised by counsel is necessary in order to avoid any violation of applicable law, or in order to obtain any required approval of the sale or of the purchase by any governmental or regulatory authority or official. Such compliance will not result in such sale being considered or deemed not to have been made in a commercially reasonable manner nor will the Secured Party be liable or accountable to any Pledgor for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction;

(e) purchase any of the Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise; and

(f) accept the Collateral in satisfaction of the Obligations upon notice to the Pledgors of its intention to do so in the manner required by law.

(2) The Secured Party may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with any Pledgor, debtors of such Pledgor, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of such Pledgor to the Secured Party or the Secured Party's rights hereunder.

(3) The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, any Pledgor or any other person, in respect of the Collateral.

(4) The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and, subject to the provisions of the PPSA, the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may pay it to any person having a claim thereto in priority to the Pledgors of whom the Secured Party has knowledge and any balance remaining must be paid to the applicable Pledgor. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Pledgors will be liable, subject to the provisions of the PPSA, to pay any deficiency to the Secured Party forthwith on demand.

5.02 **Payment of Expenses**

The Secured Party may charge on its own behalf and also pay to others all reasonable out-of-pocket expenses of the Secured Party and others, including the fees and disbursements of any experts or advisers (including, without limitation, lawyers) retained by the Secured Party, incurred in connection with realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral, or in connection with the administration or any amendment of this Agreement or incidental to the care, safekeeping or otherwise of any Collateral. The Secured Party may deduct the amount of such expenses from any proceeds of disposition of the Collateral.

ARTICLE 6 -GENERAL

6.01 **Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

6.02 **Entire Agreement**

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all the terms and conditions thereof, and subject to the provisions of the Credit Agreement, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein or in the Credit Agreement.

6.03 **Termination of Pledge**

This Agreement and the security interest created hereunder will terminate when the Collateral is no longer subject to the security interest in accordance with Section 6.11 hereof. Upon such termination any Collateral then in the custody of the Secured Party or its nominee must be delivered to the applicable Pledgor and registered in the name of the applicable Pledgor as soon as practicable, all at the request and sole expense of the Borrower.

6.04 **Enforceability, Amendments and Waivers**

This Agreement shall be construed as a separate agreement with respect to each Pledgor and may be amended, modified, supplemented, waived or released with respect to any Pledgor without the approval of any other Pledgor and without affecting the obligations of any other Pledgor hereunder. The obligations of each Pledgor hereunder shall be absolute, unconditional and irrevocable irrespective of any lack of validity, legality or enforceability of this Agreement against any Pledgor or other circumstance which might otherwise constitute a defense available to, or a legal of equitable discharge of, any other Pledgor. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the Secured Party and Pledgors to whom the amendment applies. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

6.05 **Assignment**

The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of the Pledgors. A Pledgor may not assign its obligations under this Agreement, except with the prior written consent of the Secured Party.

6.06 **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

6.07 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in accordance with the notice provisions of the general security agreement dated as of the date hereof between, among others, each of the Pledgors and the Secured Party.

6.08 **Additional Continuing Security**

This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

6.09 **Further Assurances**

Each of the Pledgors must at its expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained, and shall, upon acquiring any additional securities, amend Schedule A hereto to add such securities to Schedule A under its name. Without limiting the generality of the foregoing, upon attachment of the security interest hereunder in respect of the Construction Shares pursuant to Section 2.02(2), all certificates, instruments or other documents representing the Construction Shares must be endorsed for transfer or accompanied by powers of attorney, all as satisfactory to the Secured Party, and must be delivered immediately to the Secured Party or its nominee. Such certificates, instruments or other documents may, subject to the provisions of the Credit Agreement and at the option of the Secured Party, at any time be registered in the name of the Secured Party or its nominee.

6.10 **Power of Attorney**

Upon the occurrence of an Event of Default that is continuing, each Pledgor hereby irrevocably constitutes and appoints any officer for the time being of the Secured Party the true and lawful attorney of such Pledgor, with full power of substitution, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of such Pledgor whenever and wherever the officer may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement. With respect to the OPI Shares, the Parent shall, upon the execution of this Agreement, execute and deliver to the Secured Party the power of attorney in the form set out in Schedule C hereto authorizing the Secured Party to, subject to Section 4.02 above, (i) vote the OPI Shares at shareholders' meetings of OPI AB and (ii) under Chapter 7 Section 13 of the Swedish Companies Act (*Sw. aktiebolagslagen (2005:551)*) request that the board of directors of OPI AB convene a shareholders' meeting. The power of attorney executed with respect to the OPI Shares shall be renewed annually.

6.11 **Discharge**

A Pledgor will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party.

6.12 **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada applicable therein.

6.13 **Executed Copy**

Each of the Pledgors acknowledges receipt of a fully executed copy of this Agreement effective the date first written above.

IN WITNESS WHEREOF the parties have executed this Agreement.

PLEDGORS:

ATCON HOLDINGS INC.

Per: ______________________________
Robert W. Tozer
President

ATCON GROUP INC.

Per: ______________________________
Robert W. Tozer
President

ATCON CONSTRUCTION INC.

Per: ______________________________
Robert W. Tozer
President

SECURED PARTY:

MG STRATUM FUND III, LIMITED PARTNERSHIP, by its General Partner, McKENNA GALE MANAGEMENT III LTD.

Per: ______________________________
Name: Gary Wade
Title: Managing Director

____
Name: Jeff Sujitno
Title: Principal

IN WITNESS WHEREOF the parties have executed this Agreement.

PLEDGORS:

ATCON HOLDINGS INC.

Per: ______________________________

Robert W. Tozer
President

ATCON GROUP INC.

Per: ______________________________

Robert W. Tozer
President

ATCON CONSTRUCTION INC.

Per: ______________________________

Robert W. Tozer
President

SECURED PARTY:

MG STRATUM FUND III, LIMITED PARTNERSHIP, by its General Partner, McKENNA GALE MANAGEMENT III LTD.

Per: ______________________________

Name: Gary Wade
Title: Managing Director

____

Name: Jeff Sujitno
Title: Principal

PLEDGOR:

ATCON MANAGEMENT SERVICES INC.

Per: ______________________________
Robert W. Tozer
President

SCHEDULE A

Pledged Securities

PLEDGOR	ISSUER	SHARE CERTIFICATE NO.	NUMBER AND CLASS OF SHARES	PERCENTAGE OF CLASS OWNED BY PLEDGOR
Atcon Group Inc.	Atcon Holdings Inc.	1	1,000 Common	100%
	OPI AB		1,000 Common	100%
	Aspen Environmental Inc. (issued in name of 504040 NB Ltd.)	C1	100 Common	100%
Atcon Holdings Inc.	Atcon Plywood Inc.	15 16	44 (undesignated) shares 1,000 3rd pref.	100% 50%
	Atcon Construction Inc.	17	1,090 Common	100%
	Envirem Technologies Inc.	6	100 Common	100%
	Arvin Machine Works Inc.	C-3	1 Common	100%
	Trac Industries Ltd.	P-2	100 Class A Pref.	100%
	Atcon Veneer Products Inc.	C-2	100 Common	100%
	Atcon Management Services Inc.	6	100 Common	100%
	Atcon Civil Ltd.	2	100 Common	100%
	Atcon Property Holdings Inc.	2	100 Common	100%
	Dycon Construction Ltd.	6	200 Common	100%
	Atcon Logistics Inc.	1	100 Common	100%
Atcon Construction Inc.	Brun-Way Construction Inc.	2	100 Common	30%
	Brun-Way Highways Operations Inc.	4	100 Common	30%
Atcon Management Services Inc.	Atcon Plywood Inc. (issued by Nelson Forest Products Inc. in name of 050818 N.B Ltd.)	3, 4	500 2nd Pref. Non-Voting	100%

SCHEDULE B

Restrictions on Transfer

Unanimous Shareholders' Agreement dated as of July 5, 2005 between SNC-Lavalin Inc., Atcon Construction Inc. and Brun-Way Construction Inc.

SCHEDULE C

Form of Power of Attorney for OPI Shares

This power of attorney is issued pursuant to a securities pledge agreement dated as of __________, 2006 (the "Pledge Agreement") made between, among others, Atcon Group Inc. (the "Pledgor') and MG Stratum Fund III, Limited Partnership (the "Secured Party").

The Pledgor hereby empowers any person duly appointed by the Secured Party, upon the occurrence of an Event of Default, (i) to attend all general meetings of the shareholders of OPI AB (Swedish corporate identity no. 556159-8078) as the Pledgor's representative and to vote at such general meeting for all shares in the company owned by the Pledgor and (ii) to request to the board of directors of OPI AB that a shareholders' meeting shall be convened under Chapter 7 Section 13 of the Swedish Companies Act (*Sw. aktiebolagslagen (2005:551)*).

This power of attorney is irrevocable and will exclude the Pledgor from exercising the voting rights at the general meetings of the shareholders of OPI AB.

This power of attorney shall become effective from the date it is signed and it shall remain in force for one year from such date.

Any defined terms used herein and not otherwise defined shall have the meaning given thereto in the Pledge Agreement.

Dated the __________________.

ATCON GROUP INC.

____

Name:
Title:

SECURITIES PLEDGE AGREEMENT

THIS AGREEMENT is made as of April 4, 2006,

BETWEEN:

ATCON GROUP INC., a corporation incorporated under the laws of New Brunswick (the "Parent");

- and -

ATCON HOLDINGS INC., a corporation incorporated under the laws of New Brunswick (the "Borrower");

- and -

ATCON CONSTRUCTION INC., a corporation incorporated under the laws of New Brunswick ("Atcon Construction");

- and -

ATCON MANAGEMENT SERVICES INC., a corporation incorporated under the laws of New Brunswick ("Atcon Management", and together with the Parent, the Borrower and Atcon Construction, the "Pledgors", and each a "Pledgor");

- and -

ROYNAT CAPITAL INC.
(hereinafter referred to as the "Secured Party").

WHEREAS the Borrower, Atcon Construction and Atcon Management are, among others, party to a credit agreement with the secured party dated as of the date hereof (as may be amended, restated, replaced or supplemented from time to time, the "Credit Agreement"), pursuant to which the Secured Party has agreed to extend certain credit facilities to the Borrower;

AND WHEREAS the Parent, Atcon Construction and Atcon Management have entered into a guarantee dated as of the date hereof (as may be amended, restated, replaced or supplemented from time to time, the "Guarantee"), pursuant to which the Parent, Atcon Construction and Atcon Management, among others, have guaranteed the obligations of the Borrower to the Secured Party;

AND WHEREAS each of the Pledgors has agreed to grant a security interest in and pledge the Collateral (as hereinafter defined) to the Secured Party in order to secure the performance of its Obligations (as hereinafter defined), in the case of the Borrower under the

Credit Agreement, and in the case of the Parent, Atcon Construction and Atcon Management under the Guarantee;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants herein contained the parties hereto agree as follows:

ARTICLE 1 -INTERPRETATION

1.01 Definitions

In this Agreement, in addition to the definitions set out in the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement between the Pledgors and the Secured Party, as may be amended, restated, replaced or supplemented from time to time.

"**Collateral**" means the assets subject to the security interest constituted by Section 2.01.

"**Construction Shares**" means all shares in the capital stock of Brun-Way Construction Inc. now held or hereafter acquired by Atcon Construction.

"**Event of Default**" means a failure on the part of a Pledgor to pay, when required, any amount due to the Secured Party pursuant to the Credit Agreement or the Guarantee or both.

"**Obligations**" means (i) in the case of the Borrower, all obligations and liabilities of any kind whatsoever of the Borrower to the Secured Party in connection with or relating to the Credit Agreement, (ii) in the case of the Parent, all obligations and liabilities of any kind whatsoever of the Parent to the Secured Party in connection with or relating to the Guarantee, and (iii) in the case of Atcon Construction, all obligations and liabilities of any kind whatsoever of Atcon Construction to the Secured Party in connection with or relating to the Guarantee.

"**OPI Shares**" means all shares in the capital stock of OPI AB (corporate identity no. 556159-8078) now held or hereafter acquired by the Parent.

"**Pledged Securities**" means all securities listed in Schedule A attached hereto and forming part hereof, as such schedule may be amended from time to time.

"**PPSA**" has the meaning given thereto in Section 4.01(2).

1.02 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number only include the plural and *vice versa,* words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

ARTICLE 2 -GRANT OF SECURITY INTEREST AND PLEDGE

2.01 **Grant and Pledge of Collateral**

As a general and continuing collateral security for the payment and performance of the Obligations, each of the Pledgors hereby grants to the Secured Party a continuing security interest in and pledge to the Secured Party all right, title and interest of such Pledgor in and to the following (collectively, the "Collateral"):

(a) the Pledged Securities and all certificates and instruments evidencing or representing such securities;

(b) all dividends, whether in shares, money or property, received or receivable upon or in respect of any Pledged Securities and all interest payments and money or other property paid or payable on account of any return on, or repayment of, capital in respect of any Pledged Securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of, the capital of the issuer of the Pledged Securities in respect thereof;

(c) all other property that may at any time be received or receivable or otherwise distributed or distributable to such Pledgor in respect of, in substitution for, in addition to or in exchange for, any of the foregoing; and

(d) all proceeds in respect of the foregoing and all rights and interest of such Pledgor in respect thereof or evidenced thereby including, without limiting the generality of the foregoing, all money received or receivable from time to time by such Pledgor in connection with the sale of any of the foregoing.

2.02 **Attachment of Security Interest**

(1) Each Pledgor acknowledges that value has been given and agrees that the security interest granted hereby will attach when such Pledgor signs this Agreement and such Pledgor has any rights in the Collateral.

(2) Notwithstanding Section 2.02(1), the security interest in the Construction Shares granted hereby will attach upon the earlier to occur of:

(a) following the occurrence of an Event of Default, written notice from the Secured Party to the Pledgors stating that such attachment has occurred; and

(b) the occurrence of the Event of Default set forth in Section 8.1(7) of the Credit Agreement;

2.03 **Delivery of Collateral**

All certificates, instruments or other documents representing the Collateral must be endorsed for transfer or accompanied by powers of attorney, all as satisfactory to the Secured Party, and must be delivered immediately to the Secured Party or its nominee. Such certificates, instruments or other documents may, subject to the provisions of the Credit Agreement and at the option of the Secured Party, at any time be registered in the name of the Secured Party or its nominee. In the case of the OPI Shares, the Parent shall, upon execution of this Agreement, or if acquired after the date of this Agreement upon such acquisition, (i) endorse the share certificates representing the OPI Shares in blank, (ii) deliver such share certificates to the Secured Party, provided that in the case of share certificates representing the OPI Shares issued and outstanding as of the Closing Date, such share certificates shall be delivered to the Lender no later than 10 Business Days following the Closing Date, and that in the case of an acquisition of OPI Shares after the date of this Agreement, the share certificate(s) representing such shares shall be delivered to the Lender no later than within 10 Business Days following such acquisition, (iii) cause OPI AB, the issuer of the OPI Shares, to register the Secured Party's security interest in the OPI Shares in OPI AB's share register, and (iv) deliver to the Secured Party a copy of such share register. The Secured Party shall continue to hold the share certificates representing the OPI Shares until termination of this Agreement

ARTICLE 3 -REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01 **Representations and Warranties of the Pledgors**

Each of the Pledgors hereby represents and warrants to the Secured Party that:

(a) it is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation with the corporate power to enter into this Agreement; this Agreement has been duly authorized by all necessary corporate action by it and constitutes a legal and valid agreement binding on it and enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any of its property pursuant to any agreement, indenture or other instrument to which it is a party or by which it or any of its property may be bound or affected;

(b) it is the legal and beneficial owner of the Pledged Securities listed in Schedule A hereto under its name, free of any security interest, other than any security interest in favour of the Secured Party or as disclosed in the Credit Agreement and except as set forth in schedule B hereto, with full right and authority to create the security interest and deliver the Pledged Securities to the Secured Party pursuant hereto;

(c) all the Pledged Securities have been validly issued and are outstanding as fully paid and non-assessable;

(d) except as set forth in Schedule B hereto or as disclosed in the Credit Agreement, there is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which it could be required to sell or otherwise dispose of any of the Pledged Securities; and

(e) except as set forth in Schedule B hereto or as disclosed in the Credit Agreement, all necessary steps have been taken and all necessary consents have been obtained to permit the transfer of the Pledged Securities and the delivery of any certificates, instruments or other documents relating thereto to the Secured Party and any transfer by the Secured Party of the Pledged Securities to any third party.

3.02 **Covenants of the Pledgors**

Each of the Pledgors covenants with the Secured Party that such Pledgor will:

(a) ensure that the representations and warranties set forth in Section 3.01 will be true and correct at all times;

(b) defend the Collateral against all claims and demands respecting the Collateral made by any person other than the Secured Party at any time and, except as otherwise provided herein, keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests except for those disclosed in the Credit Agreement or as hereafter approved in writing by the Secured Party prior to their creation or assumption; and

(c) not sell or dispose of, transfer, relinquish or otherwise deal with any of its interest in the Collateral.

ARTICLE 4 -DEALING WITH COLLATERAL

4.01 **Rights and Duties of the Secured Party**

(1) The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

(2) In the holding of the Collateral, the Secured Party and any nominee on its behalf is, subject to the provisions of the *Personal Property Security Act* (New Brunswick) (the "PPSA"), only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as a Pledgor reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

4.02 **Voting Rights**

(1) Unless an Event of Default has occurred and has not been waived, a Pledgor is entitled to exercise, either directly or, if any of the Pledged Securities are registered in the name of the Secured Party or its nominee, by power of attorney or proxy, all the rights and powers of a holder of such securities including, without limitation, the right to vote from time to time exercisable in respect of the Pledged Securities and to give proxies, consents and waivers in respect thereof. No such action may be taken if it would be prejudicial to the interests of the Secured Party or would violate or be inconsistent with the Credit Agreement, Guarantee or this Agreement or any other agreement relating thereto or hereto or would have the effect of reducing the value of the Collateral as security for the Obligations or imposing any restriction on the transferability of any of the Collateral.

(2) Upon the occurrence of an Event of Default that has not been waived, the Secured Party may give a Pledgor a notice prohibiting such Pledgor from exercising its rights and powers as a holder of the Pledged Securities listed in Schedule A hereto under its name including, without limitation, the right to vote the Pledged Securities, at which time all such rights of such Pledgor will cease immediately and the Secured Party will have the right, but not the obligation, to exercise the rights and powers related to such Pledged Securities including, without limitation, the right to vote.

4.03 **Dividends and Interest Payments**

(1) Unless an Event of Default has occurred and has not been waived:

(a) each Pledgor is entitled to receive its respective portion of all dividend payments or other distributions of any nature or form or interest payments in respect of the Collateral; and

(b) if any of the Pledged Securities has been registered in the name of the Secured Party or its nominee, the Secured Party will execute and deliver (or cause to be executed and delivered) to a Pledgor all directions and other instruments as such Pledgor may request for the purpose of enabling such Pledgor to receive the dividends or other payments that such Pledgor is authorized to receive pursuant to Section 4.03(1)(a) above.

(2) Upon the occurrence of an Event of Default that has not been waived, all rights of a Pledgor pursuant to Section 4.03(1)(a) will cease and the Secured Party will have the sole and exclusive right and authority to receive and retain all payments that such Pledgor would otherwise be authorized to retain pursuant to Section 4.03(1)(a). All money and other property received by the Secured Party pursuant to the provisions of this Section 4.03(2) may be applied on account of the Obligations or may be retained by the Secured Party as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement.

ARTICLE 5 -REMEDIES

5.01 **Remedies**

(1) On or after the occurrence of any Event of Default, (i) any or all of the Obligations will at the option of the Secured Party become immediately due and payable or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived; (ii) the obligation, if any, of the Secured Party to extend further credit to the Borrower will cease; (iii) any or all security granted hereby will, at the option of the Secured Party, become immediately enforceable; and (iv) in addition to any right or remedy provided by law, the Secured Party will have, subject to the provisions of the PPSA, the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

(a) transfer any part of the Collateral into the name of the Secured Party or its nominee if it has not already done so in accordance with Section 2.03;

(b) vote any of the Collateral (whether or not registered in the name of the Secured Party or its nominee) and give or withhold all consents and waivers in respect thereof;

(c) exercise all rights of conversion, exchange or subscription, or any other rights, privileges or options pertaining to any of the Collateral including, without limitation, the right to exchange at its discretion any of the Collateral upon the amalgamation, arrangement, merger, consolidation or other reorganization of the issuer of the Collateral, all without liability except to account for property actually received by the Secured Party;

(d) from time to time realize upon, collect, sell, transfer, assign, give options to purchase or otherwise dispose of and deliver any Collateral in such manner as may seem advisable to the Secured Party. For such purposes each requirement relating thereto and prescribed by law or otherwise is hereby waived by each of the Pledgors to the extent permitted by law, and in any offer or sale of any of the Collateral the Secured Party is authorized to comply with any limitation or restriction in connection with such offer or sale as the Secured Party may be advised by counsel is necessary in order to avoid any violation of applicable law, or in order to obtain any required approval of the sale or of the purchase by any governmental or regulatory authority or official. Such compliance will not result in such sale being considered or deemed not to have been made in a commercially reasonable manner nor will the Secured Party be liable or accountable to any Pledgor for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction;

(e) purchase any of the Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise; and

(f) accept the Collateral in satisfaction of the Obligations upon notice to the Pledgors of its intention to do so in the manner required by law.

(2) The Secured Party may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with any Pledgor, debtors of such Pledgor, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of such Pledgor to the Secured Party or the Secured Party's rights hereunder.

(3) The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, any Pledgor or any other person, in respect of the Collateral.

(4) The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and, subject to the provisions of the PPSA, the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may pay it to any person having a claim thereto in priority to the Pledgors of whom the Secured Party has knowledge and any balance remaining must be paid to the applicable Pledgor. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Pledgors will be liable, subject to the provisions of the PPSA, to pay any deficiency to the Secured Party forthwith on demand.

5.02 **Payment of Expenses**

The Secured Party may charge on its own behalf and also pay to others all reasonable out-of-pocket expenses of the Secured Party and others, including the fees and disbursements of any experts or advisers (including, without limitation, lawyers) retained by the Secured Party, incurred in connection with realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral, or in connection with the administration or any amendment of this Agreement or incidental to the care, safekeeping or otherwise of any Collateral. The Secured Party may deduct the amount of such expenses from any proceeds of disposition of the Collateral.

ARTICLE 6 -GENERAL

6.01 **Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

6.02 **Entire Agreement**

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all the terms and conditions thereof, and subject to the provisions of the Credit Agreement, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein or in the Credit Agreement.

6.03 **Termination of Pledge**

This Agreement and the security interest created hereunder will terminate when the Collateral is no longer subject to the security interest in accordance with Section 6.11 hereof. Upon such termination any Collateral then in the custody of the Secured Party or its nominee must be delivered to the applicable Pledgor and registered in the name of the applicable Pledgor as soon as practicable, all at the request and sole expense of the Borrower.

6.04 **Enforceability, Amendments and Waivers**

This Agreement shall be construed as a separate agreement with respect to each Pledgor and may be amended, modified, supplemented, waived or released with respect to any Pledgor without the approval of any other Pledgor and without affecting the obligations of any other Pledgor hereunder. The obligations of each Pledgor hereunder shall be absolute, unconditional and irrevocable irrespective of any lack of validity, legality or enforceability of this Agreement against any Pledgor or other circumstance which might otherwise constitute a defense available to, or a legal of equitable discharge of, any other Pledgor. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the Secured Party and Pledgors to whom the amendment applies. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

6.05 **Assignment**

The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of the Pledgors. A Pledgor may not assign its obligations under this Agreement, except with the prior written consent of the Secured Party.

6.06 **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

6.07 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in accordance with the notice provisions of the general security agreement dated as of the date hereof between, among others, each of the Pledgors and the Secured Party.

6.08 **Additional Continuing Security**

This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

6.09 **Further Assurances**

Each of the Pledgors must at its expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained, and shall, upon acquiring any additional securities, amend Schedule A hereto to add such securities to Schedule A under its name. Without limiting the generality of the foregoing, upon attachment of the security interest hereunder in respect of the Construction Shares pursuant to Section 2.02(2), all certificates, instruments or other documents representing the Construction Shares must be endorsed for transfer or accompanied by powers of attorney, all as satisfactory to the Secured Party, and must be delivered immediately to the Secured Party or its nominee. Such certificates, instruments or other documents may, subject to the provisions of the Credit Agreement and at the option of the Secured Party, at any time be registered in the name of the Secured Party or its nominee.

6.10 **Power of Attorney**

Upon the occurrence of an Event of Default that is continuing, each Pledgor hereby irrevocably constitutes and appoints any officer for the time being of the Secured Party the true and lawful attorney of such Pledgor, with full power of substitution, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of such Pledgor whenever and wherever the officer may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement. With respect to the OPI Shares, the Parent shall, upon the execution of this Agreement, execute and deliver to the Secured Party the power of attorney in the form set out in Schedule C hereto authorizing the Secured Party to, subject to Section 4.02 above, (i) vote the OPI Shares at shareholders' meetings of OPI AB and (ii) under Chapter 7 Section 13 of the Swedish Companies Act (*Sw. aktiebolagslagen (2005:551)*) request that the board of directors of OPI AB convene a shareholders' meeting. The power of attorney executed with respect to the OPI Shares shall be renewed annually.

6.11 **Discharge**

A Pledgor will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party.

6.12 **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada applicable therein.

6.13 **Executed Copy**

Each of the Pledgors acknowledges receipt of a fully executed copy of this Agreement effective the date first written above.

IN WITNESS WHEREOF the parties have executed this Agreement.

PLEDGORS:

ATCON HOLDINGS INC.

Per: ______________________
Robert W. Tozer
President

ATCON GROUP INC.

Per: ______________________
Robert W. Tozer
President

ATCON CONSTRUCTION INC.

Per: ______________________
Robert W. Tozer
President

SECURED PARTY:

ROYNAT CAPITAL INC.

Per: ______________________

____

IN WITNESS WHEREOF the parties have executed this Agreement.

PLEDGORS:

ATCON HOLDINGS INC.

Per: ______________________________

Robert W. Tozer
President

ATCON GROUP INC.

Per: ______________________________

Robert W. Tozer
President

ATCON CONSTRUCTION INC.

Per: ______________________________

Robert W. Tozer
President

SECURED PARTY:

ROYNAT CAPITAL INC.

Per: ______________________________

J.G. Webster
VP - Equity &
Chief Compliance Officer

____

PLEDGOR:

ATCON MANAGEMENT SERVICES INC.

Per: ______________________
Robert W. Tozer
President

SCHEDULE A

Pledged Securities

PLEDGOR	ISSUER	SHARE CERTIFICATE NO.	NUMBER AND CLASS OF SHARES	PERCENTAGE OF CLASS OWNED BY PLEDGOR
Atcon Group Inc.	Atcon Holdings Inc.	1	1,000 Common	100%
	OPI AB		1,000 Common	100%
	Aspen Environmental Inc. (issued in name of 504040 NB Ltd.)	C1	100 Common	100%
Atcon Holdings Inc.	Atcon Plywood Inc.	15 16	44 (undesignated) shares 1,000 3rd pref.	100% 50%
	Atcon Construction Inc.	17	1,090 Common	100%
	Envirem Technologies Inc.	6	100 Common	100%
	Arvin Machine Works Inc.	C-3	1 Common	100%
	Trac Industries Ltd.	P-2	100 Class A Pref.	100%
	Atcon Veneer Products Inc.	C-2	100 Common	100%
	Atcon Management Services Inc.	6	100 Common	100%
	Atcon Civil Ltd.	2	100 Common	100%
	Atcon Property Holdings Inc.	2	100 Common	100%
	Dycon Construction Ltd.	6	200 Common	100%
	Atcon Logistics Inc.	1	100 Common	100%
Atcon Construction Inc.	Brun-Way Construction Inc.	2	100 Common	30%
	Brun-Way Highways Operations Inc.	4	100 Common	30%
Atcon Management Services Inc.	Atcon Plywood Inc. (issued by Nelson Forest Products Inc. in name of 050818 N.B Ltd.)	3, 4	500 2nd Pref. Non-Voting	100%

SCHEDULE B

Restrictions on Transfer

Unanimous Shareholders' Agreement dated as of July 5, 2005 between SNC-Lavalin Inc., Atcon Construction Inc. and Brun-Way Construction Inc.

SCHEDULE C

Form of Power of Attorney for OPI Shares

This power of attorney is issued pursuant to a securities pledge agreement dated as of __________, 2006 (the "Pledge Agreement") made between, among others, Atcon Group Inc. (the "Pledgor') and MG Stratum Fund III, Limited Partnership (the "Secured Party").

The Pledgor hereby empowers any person duly appointed by the Secured Party, upon the occurrence of an Event of Default, (i) to attend all general meetings of the shareholders of OPI AB (Swedish corporate identity no. 556159-8078) as the Pledgor's representative and to vote at such general meeting for all shares in the company owned by the Pledgor and (ii) to request to the board of directors of OPI AB that a shareholders' meeting shall be convened under Chapter 7 Section 13 of the Swedish Companies Act (*Sw. aktiebolagslagen (2005:551)*).

This power of attorney is irrevocable and will exclude the Pledgor from exercising the voting rights at the general meetings of the shareholders of OPI AB.

This power of attorney shall become effective from the date it is signed and it shall remain in force for one year from such date.

Any defined terms used herein and not otherwise defined shall have the meaning given thereto in the Pledge Agreement.

Dated the __________________.

ATCON GROUP INC.

____

Name:
Title:

THIS ASSIGNMENT OF CREDIT AGREEMENTS, LOANS, AND SECURITY dated as of the 30th day of June, 2009.

BETWEEN:

MG STRATUM FUND III, LIMITED PARTNERSHIP by its general partner **McKENNA GALE MANAGEMENT III LTD.**, a body corporate

(hereinafter referred to as "**MG**")

OF THE FIRST PART

- and -

ROYNAT CAPITAL INC., a body corporate

(hereinafter referred to as "**Roynat**")

OF THE SECOND PART

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank,

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

OF THE THIRD PART

- and -

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

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

OF THE FOURTH PART;

WHEREAS each of MG and Roynat (collectively, the "**Assignors**") entered into a Credit Agreement with Atcon Holdings Inc. as Borrower and the other Companies as Obligors dated as of 4 April 2006, which credit agreements are more particularly described in Schedule "A" attached hereto (the "**MG Credit Agreement**" and the "**Roynat Credit Agreement**" and, collectively, the "**Credit Agreements**");

AND WHEREAS, pursuant to the MG Credit Agreement, MG advanced loans to Atcon Holdings Inc. (collectively the "**MG Loan**"), the outstanding principal balance of which as at 22 June 2009 was $13,304,014.79 (the "**MG Outstanding Principal Balance**"), together with applicable per diem interest as shown on Schedule "B" attached hereto;

AND WHEREAS, pursuant to the Roynat Credit Agreement, Roynat advanced loans to Atcon Holdings Inc. (collectively the "**Roynat Loan**"), the outstanding principal balance of which as at 22 June 2009 was $7,958,086.60 (the "**Roynat Outstanding Principal Balance**"), together with applicable per diem interest as shown on Schedule "C" attached hereto;

AND WHEREAS the MG Loan and the Roynat Loan are sometimes hereinafter collectively referred to as the "**Loans**";

AND WHEREAS each of the Assignors is the holder of certain security from the Companies granted pursuant to the Credit Agreements, which security is more particularly described in Schedule "A" attached hereto (the "**Security**");

AND WHEREAS the Security held by MG is hereinafter referred to as the "**MG Security**";

AND WHEREAS the Security held by Roynat is hereinafter referred to as the "**Roynat Security**";

AND WHEREAS the Assignors entered into or obtained certain priority agreements with other lenders (the "**Lenders**"), which priority agreements are more particularly described in Schedule "A" attached hereto (the "**Priorities Agreements**");

AND WHEREAS MG has agreed to assign to the Bank the MG Credit Agreement, the MG Loan, the MG Security, and the Priorities Agreements;

AND WHEREAS Roynat has agreed to assign to the Bank the Roynat Credit Agreement, the Roynat Loan, the Roynat Security, and the Priorities Agreements;

AND WHEREAS the Companies have executed this Assignment of Credit Agreements, Loans and Security to acknowledge and agree to the aforementioned assignment and provide the covenants hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. MG assigns to the Bank all of its right, title and interest in and to the MG Credit Agreement, the MG Loan, the MG Security (the "**MG Documents**") and the Priorities Agreements including all debts and obligations owing to MG by any of the Companies under the MG Documents;

2. Roynat assigns to the Bank all of its right, title and interest in and to the Roynat Credit Agreement, the Roynat Loan, the Roynat Security (the "**Roynat Documents**") and the Priorities Agreements including all debts and obligations owing to Roynat by any of the Companies under the Roynat Documents;

3. MG represents to the Bank that it is the holder of the MG Documents, and the Priorities Agreements, and has not previously assigned or granted any interest in the MG Documents or the Priorities Agreements, or executed a general release of the MG Documents or Priorities Agreements;

4. Roynat represents to the Bank that it is the holder of the Roynat Documents and the Priorities Agreements, and has not previously assigned or granted any interest in the Roynat Documents or the Priorities Agreements, or executed a general release of the Roynat Documents or Priorities Agreements;

5. MG and the Companies confirm and agree that the MG Outstanding Principal Balance owing and per diem interest accruing in respect of the MG Loan is as set out in Schedule "B" attached hereto;

6. Roynat and the Companies confirm and agree that the Roynat Outstanding Principal Balance owing and per diem interest accruing in respect of the Roynat Loan is as set out in Schedule "C" attached hereto;

7. The Companies represent and warrant to the Bank that the MG Outstanding Principal Balance as well as the per diem interest in respect thereof and the Roynat Outstanding Principal Balance as well as the per diem interest in respect thereof, are justly due and owing by Atcon Holdings Inc. without any right of set off or counterclaim whatsoever.

8. MG hereby authorizes the Bank or its agents and representatives to effect amendments to the registrations of the MG Security to evidence the within assignment, including without limitation amendments to the registrations in respect thereof made pursuant to the *Nova Scotia Personal Property Security Act*,

the *New Brunswick Personal Property Security Act*, the *Ontario Personal Property Security Act*, and the *Alberta Personal Property Security Act*;

9. Roynat hereby authorizes the Bank or its agents and representatives to effect amendments to the registrations of the Roynat Security to evidence the within assignment, including without limitation to the registrations in respect thereof made pursuant to the *Nova Scotia Personal Property Security Act*, the *New Brunswick Personal Property Security Act*, the *Ontario Personal Property Security Act*, and the *Alberta Personal Property Security Act*;

10. Except as expressly set out in Sections 3 and 5, in the case of MG and Section 4 and 6, in the case of Roynat, neither Assignor makes any other representation or warranty to the Bank. Specifically, and without limitation, no representation or warranty is made by either Assignor with respect to the validity or enforceability of the Credit Agreements, Loans, Security, or Priorities Agreements, or the, location, condition, or fitness of the collateral charged by Security or any perfection thereof, or the completeness of any such documentation, or the financial or business condition of the Companies;

11. The Bank confirms and agrees that it has conducted its own diligence and made its own credit decision and is entering into this transaction without reliance on the Assignors;

12. The Companies acknowledge, confirm, and agree to the assignment of the Credit Agreements, the Loans, the Security, and the Priorities Agreements to the Bank and agree that none of the provisions of this Assignment create any rights in favour of the Companies or affect the manner in which the Bank or any receiver and manager appointed by it over the property, assets and undertaking of the Companies may exercise its rights under the Credit Agreements, the Loans, the Security, and the Priorities Agreements;

13. Each of MG, Roynat, and the Companies severally agrees that it will do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations and affidavits), and things, at the expense of the Bank, as the Bank may reasonably request for the sole purpose of, and only to the extent necessary to give effect to, the assignments contemplated by this agreement;

14. Except for the express covenants herein, this assignment is made without recourse to the Assignors;

15. Upon the execution and delivery of the assignment by the parties hereto, the Companies confirm and agree that (i) Assignors shall have no obligations to the Companies and the Companies shall have no claims against the Assignors

and (ii) the environmental indemnities in Sections 5.1(18) and 6.1(23)(g) of the Credit Agreements shall survive and continue to in favour of the Assignors.

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

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

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

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

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

MG STRATUM FUND III, LIMITED PARTNERSHIP, by its General Partner **McKENNA GALE MANAGEMENT III LTD.**

By:____________________________
Name:
Title:

By:____________________________
Name:
Title:

ROYNAT CAPITAL INC.

By:____________________________
Name: Anthony Botticchio
Title: Managing Director Risk Management

ATCON HOLDINGS INC.

By:____________________________
Name:
Title:

ATCON GROUP INC.

By:____________________________
Name:
Title:

ATCON PLYWOOD INC.

By:____________________________
Name:
Title:

ENVIREM TECHNOLOGIES INC.

By:____________________________
Name:
Title:

TRAC INDUSTRIES LTD.

By:____________________________
Name:
Title:

ATCON VENEER PRODUCTS INC.

By:____________________________
Name:
Title:

ATCON MANAGEMENT SERVICES INC.

By:____________________________
Name:
Title:

ATCON CIVIL LTD.

By:____________________________
Name:
Title:

ASPEN ENVIRONMENTAL INC.

By:____________________________
Name:
Title:

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

MG STRATUM FUND III, LIMITED PARTNERSHIP, by its General Partner **McKENNA GALE MANAGEMENT III LTD.**

By:____________________
Name: JEFF SUJITNO
Title: PRINCIPAL

By:____________________
Name: RICHARD TYER
Title: VICE PRESIDENT

ENVIREM TECHNOLOGIES INC.

By:____________________
Name:
Title:

TRAC INDUSTRIES LTD.

By:____________________
Name:
Title:

ROYNAT CAPITAL INC.

By:____________________
Name: Anthony Botticchio
Title: Managing Director, Risk Management

ATCON VENEER PRODUCTS INC.

By:____________________
Name:
Title:

ATCON HOLDINGS INC.

By:____________________
Name:
Title:

ATCON MANAGEMENT SERVICES INC.

By:____________________
Name:
Title:

ATCON GROUP INC.

By:____________________
Name:
Title:

ATCON CIVIL LTD.

By:____________________
Name:
Title:

ATCON PLYWOOD INC.

By:____________________
Name:
Title:

ASPEN ENVIRONMENTAL INC.

By:____________________
Name:
Title:

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

MG STRATUM FUND III, LIMITED PARTNERSHIP, by its General Partner **McKENNA GALE MANAGEMENT III LTD.**

By:____________________
Name:
Title:

By:____________________
Name:
Title:

ROYNAT CAPITAL INC.

By:____________________
Name:
Title:

ATCON HOLDINGS INC.

By: [signature]
Name: Robert Tozer
Title: President

ATCON GROUP INC.

By: [signature]
Name: Robert Tozer
Title: President

ATCON PLYWOOD INC.

By: [signature]
Name: Robert Tozer
Title: President

ENVIREM TECHNOLOGIES INC.

By: [signature]
Name: Robert Tozer
Title: President

TRAC INDUSTRIES LTD.

By: [signature]
Name: Robert Tozer
Title: President

ATCON VENEER PRODUCTS INC.

By: [signature]
Name: Robert Tozer
Title: President

ATCON MANAGEMENT SERVICES INC.

By: [signature]
Name: Robert Tozer
Title: President

ATCON CIVIL LTD.

By: [signature]
Name: Robert Tozer
Title: President

ASPEN ENVIRONMENTAL INC.

By: [signature]
Name: Robert Tozer
Title: President

ATCON CONSTRUCTION INC.

By: ________________________
Name: Robert Tozer
Title: President

DYCON CONSTRUCTION LTD.

By: ________________________
Name: Robert Tozer
Title: President

ATCON INDUSTRIAL SERVICES INC.

By: ________________________
Name: Robert Tozer
Title: President

ATCON PROPERTY HOLDINGS INC.

By: ________________________
Name: Robert Tozer
Title: President

ATCON LOGISTICS INC.

By: ________________________
Name: Robert Tozer
Title: President

*01588/0081/1067162v5

SCHEDULE "A"

SUBORDINATE SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE "B"

McKENNA GALE
CAPITAL INC.

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

June 19, 2009

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

Dear Katrina,

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

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

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

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

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

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

Yours truly,

Jeffrey A. Sujitno
Principal

SCHEDULE "C"

Roynat> CAPITAL

PRIVATE AND CONFIDENTIAL

June 19, 2009

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

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

Re: Payout Amounts

Dear Katrina:

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

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

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

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

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

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

Any legal fees will be for your account.

Yours truly,

John R. Maxwell, CA
Director, Atlantic Canada

APPENDIX "C"

OPI Aktiebolag

Org nr/Reg no 556159—8078

STYRELSENS FÖRSLAG TILL BESLUT OM NYEMISSION
PROPOSAL BY THE BOARD TO DECIDE ABOUT A NEW SHARE ISSUE

Otterbäcken 2003-11-03

Vid extra bolagsstämma föreslås aktiekapitalet öka enligt följande.
It is proposed that the extra general meeting will decide to increase the share capital in the following way.

1. Bolagets aktiekapital om 100 000 kronor skall ökas med 100 000 kronor till 200 000 kronor.
   The share capital of the company of SEK 100.000 will be increased with SEK 100.000 to SEK 200.000.

2. Bolaget skall utge 1 000 aktier.
   The company will issue 1000 shares.

3. De förutvarande aktieägarna skall ha företrädesrätt att teckna de nya aktierna i förhållande till tidigare aktieinnehav. Företrädesrätten ska begagnas senast 2003-11-03.
   The present shareholder has preferential right to subscribe for the new shares in relation to their present shareholdings. The preferential right has to be used at latest 2003-11-03.

4. För aktie skall betalas genom kvittning med det nominella beloppet senast 2003-11-03. Akties nominella belopp är 100 kronor. Därtill skall betalas en överkurs om 10 750 kronor per aktie.
   For each share the payment will be made through a set-off with the face value at latest 2003-11-03. The face value of the share is SEK 100. Besides this payment a premium of SEK 10 750 has to be paid for each share.

5. Teckning av aktie skall ske vid bolagsstämma.
   Subscription of the shares will be done at the extra general meeting.

6. Överteckning av aktier kan ej ske.
   Over-subscription cannot happen.

7. De nya aktierna berättigar till andel i vinst från och med innevarande räkenskapsår.
   The new shares will entitle to participation in the profit from present financial year.

Aktietecknarna erinras om att bolagsordningen innehåller hembudsklausul.
The subscribers will be reminded that the articles of association includes a pre-emption clause.

Otterbäcken 2003-11-03

OPI Aktiebolag

Robert Tozer

OPI Aktiebolag

Org nr/Reg no 556159-8078

KVITTNINGSAVTAL
AGREEMENT FOR SET-OFF

Otterbäcken 2003-11-03

Mellan bolaget 504040 N.B. Ltd och OPI Aktiebolag har denna dag träffats följande avtal.
Between the company 504040 N.B.Ltd and OPI Aktiebolag has the following agreement been made at this day.

1. Bolaget 504040 N.B. Ltd överlåter till OPI Aktiebolag sin fordran till ett värde om 10 850 000 kronor mot att bolaget 504040 N.B.Ltd tilldelas 1 000 aktier i OPI Aktiebolag.
The company 504040 N.B.Ltd transfers its claim of SEK 10 850 000 in exchange of 1000 shares in OPI Aktiebolag.

2. Kvittningen ska ske när OPI Aktiebolags bolagsstämma beslutat om att nyemissionen ska ske enligt upprättat förslag.
The set-off will be fulfilled when the extra general meeting of OPI Aktiebolag has decided that the new share issue will be fulfilled according to the proposal by the board.

3. Detta avtals giltighet förutsätter att OPI Aktiebolags extra bolagsstämma godkänner det.
The validity of this agreement is based upon the acceptance of this agreement by the extra general meeting in OPI Aktiebolag.

4. Detta avtal har upprättats i två exemplar varav 504040 N.B.Ltd och OPI Aktiebolag tagit var sitt.
This agreement has been prepared in two duplicates, where 504040 N.B.Ltd has get one duplicate and OPI Aktiebolag has get one duplicate.

Otterbäcken 2003-11-03

504040 N.B.Ltd	OPI Aktiebolag
Robert Tozer	Robert Tozer

OPI Aktiebolag

Org nr / *Reg no.* 556159-8078

EXTRA BOLAGSSTÄMMA
EXTRA GENERAL MEETING

PROTOKOLL / *MINUTES*, Otterbäcken, 2003-11-03

Närvarande *Present*	**Aktier** *Shares*	**Antal röster** *Votes*
504040 N.B. Ltd genom/*represented by*		
Robert Tozer	1 000	1 000
Per-Erik Lövgren	0	0
	1 000	**1 000**

1. Stämman utsåg till
Appointed by the extra general meeting as

Ordförande: *Chairman:*	Robert Tozer
Protokollförare: *Secretary:*	Per-Erik Lövgren
Justeringsman: *Person to verify the minutes:*	Robert Tozer

2. Stämman beslöt att godkänna upprättad aktieägarförteckning som röstlängd.
The extra general meeting approved the list of shareholders as the voting list.

3. Samtliga aktier var representerade och stämman förklarades beslutsför.
All shares were represented and the extra general meeting was declared as having a quorum.

4. Stämman beslöt att godkänna dagordningen.
The extral general meeting approved the agenda.

5. Stämman beslöt att anta styrelsens förslag till nyemission, vilket innebär en ökning av aktiekapitalet med 100.000 kronor, se bilaga.
The extra general meeting decided to adopt the proposal by the board for a new share issue, which means an increase of the share capital with SEK 100.000, see appendix.

6. Stämman noterade att en kopia av senaste årsredovisning med anteckning om vinstdisposition och fastställelseintyg samt revisionsberättelse fanns tillgängliga vid bolagsstämman.
The extra general meeting noted that a copy of the latest Annual Report including the appropriation of the loss and a confirmation of the adoption resolution and the Administration Report were presented at the extra general meeting.

7. Stämmans beslut fattades enhälligt.
The decisions of the extra general meeting were unanimous.

8. Ordföranden förklarade stämman avslutad.
The Chairperson declared the extra general meeting to be closed.

Vid protokollet *Upon the minutes*	Justeras *Verified*
Per-Erik Lövgren	Robert Tozer

OPI Aktiebolag

Org nr/Reg no 556159-8078

STYRELSENS REDOGÖRELSE
REPORT BY THE BOARD

Otterbäcken 2003-11-03

Händelser av väsentlig betydelse
Significant events

Efter den senaste årsredovisningens avgivande har inga händelser av väsentlig betydelse för bolagets ställning inträffat förutom att investeringar gjorts i en svarv i dotterbolaget Vänerply, vilken utgör en väsentlig del i bolagets produktionskedja. Efter intrimning fungerar nu denna investering bra.
No significant events for the balance of the company have happened since the latest Annual Report besides investment in a lathe in the subsidiary Vänerply Aktiebolag, which is an important part of the production line. After a start-up time the investment is now working well.

Omständigheter av betydelse för rätt till kvittning
Significant circumstances for the right of set-off

Moderbolaget 504040 N.B. Ltd har via lån och köp för OPI Aktiebolag och dess dotterbolag Vänerply Aktiebolag tillskjutit 10 850 000 kronor. Dessa medel finns bokförda i redovisningen såsom skuld till moderföretag. Genom konvertering till eget kapital är detta till fördel för bolaget.
The parent company 504040 N. B. Ltd has by loans and purchases for OPI Aktiebolag and its subsidiary Vänerply Aktiebolag contributed an amount of SEK 10 850 000. These funds are booked as liabilities to parent company in the accounts. The company will benefit from a conversion into equity capital.

Otterbäcken 2003-11-03

OPI Aktiebolag

Robert Tozer

REVISORS YTTRANDE
REPORT BY THE AUDITOR

Göteborg 2003-11-03

Jag har inget att erinra mot styrelsens redogörelse över händelser av väsentlig betydelse för bolagets ställning efter senaste årsredovisningens avgivande eller redogörelsen över omständigheter för rätten till kvittning.
I have no objection against the report by the board for significant events since the latest Annual Report or the report of significant circumstances for the right of set-off.

Göteborg 2003-11-03

Kent Lindholm
Auktoriserad revisor
Lindebergs Grant Thornton AB

OPI Aktiebolag

Org nr/Reg No 556159-8078

TECKNINGSLISTA
SUBSCRIPTION LIST

Otterbäcken 2003-11-03

[illegible] L.
2007-11-17

Teckningslista med beslut om nyemission i OPI Aktiebolag enligt bilaga.
Subscription list with decision of a new share issue in OPI Aktiebolag according to appendix.

Undertecknade tecknar följande antal aktier i OPI Aktiebolag;
The undersigned subscribe the following amount of shares in OPI Aktiebolag;

Namn/Firma *Name/Company*	Antal aktier *Number of shares*
504040 N.B. Ltd through Robert Tozer	1 000
Summa/*Sum*	1 000

Otterbäcken 2003-11-03

Robert Tozer

APPENDIX “D”

Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
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Toronto, Ontario, Canada M5H 3Y4
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e-mail: srappos@blgcanada.com

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March 24, 2010

DELIVERED BY E-MAIL

James L. Mockler
Gilbert McGloan Gillis
22 King Street
P.O. Box 7174
Saint John, NB E2L 1G3

Dear Mr. Mockler,

Re: In the Matter of the Receivership of Atcon Group Inc., *et al*, Court File No. N/M/17/10 (the "Receivership Proceeding")

We write to you in your capacity as counsel to the Respondents and Mr. Tozer with respect to the Receivership Proceeding. As you know, we are counsel to Ernst & Young Inc., the receiver and receiver and manager of the property, assets and undertakings of the Respondents (the "**Receiver**") in the Receivership Proceeding pursuant to the Order of Mr. Justice Riordon dated March 2, 2010 (the "**Receivership Order**").

As you may know, Atcon Group Inc. ("**Atcon Group**") is the sole shareholder of OPI AB ("**OPI**"), a Swedish company. OPI is the sole shareholder of Vanerply AB ("**Vanerply**"), a Swedish company that manufacturers plywood. As a result, Atcon Group is the indirect sole shareholder and parent of Vanerply.

In October 2009, Mr. Tozer, on behalf of the Respondents, retained Grant Thornton Sweden AB ("**Grant Thornton**") to conduct a sales process for the Vanerply business, which includes a potential sale of OPI's shares in Vanerply. The Receiver understands, based on its discussions with Grant Thornton, that the sales process is at a critical stage, as potential purchasers have recently conducted site tours and met with Vanerply management and Grant Thornton is about to commence negotiations and issue bid letters to potential purchasers. Grant Thornton and Vanerply management have also informed the Receiver that potential purchasers and Vanerply's customers and suppliers are aware of the Receivership Proceeding against Atcon Group, and that the proceeding has contributed to an uncertain governance situation in the minds of such parties.

As a result, according to Vanerply management and Grant Thornton, critical log suppliers are questioning whether they should continue to supply to Vanerply, and if so, at what cost, and other interested parties have expressed concern regarding the stability of the Vanerply business. Grant Thornton and Vanerply management have each informed the

Receiver of their respective view that immediate corporate governance steps for OPI and Vanerply are 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.

As you know, pursuant to paragraph 3 of the Receivership Order, the Court has empowered and authorized the Receiver to, among other things, take possession and control of the Property (as defined in the Receivership Order) and to receive, preserve and protect the Property. The Property includes Atcon Group's shares of OPI. It is the Receiver's position, based in part on advice received from Grant Thornton and Vanerply management, that to ensure that OPI and Vanerply have functioning and operating boards of directors that are solely focused on preserving and enhancing the value of the Vanerply business and are separate and apart from Atcon Group and the Receivership Proceeding, it would be preferable for Mr. Tozer to resign from the board of directors of OPI and Vanerply and as an authorized signatory for both OPI and Vanerply.

With respect thereto, please find enclosed resignation letters for Mr. Tozer to sign with respect to OPI and Vanerply. Given the critical status of the Vanerply sales process, we ask that Mr. Tozer sign and deliver the resignation letters to the Receiver as soon as possible, and in any event by no later than Wednesday March 24, 2010 at 5:00 pm CST.

Given the issues and time sensitivity noted above, in the event that the Receiver has not received the executed resignation letters from Mr. Tozer by the time noted above, it will 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 the Court in the Receivership Proceeding pursuant to subparagraph 3(l) of the Receivership Order.

Please do not hesitate to contact us to discuss the matter further.

Yours truly,

Sam P. Rappos

Cc: *Ernst & Young Inc.*
Michael J. MacNaughton, *Borden Ladner Gervais LLP*

::ODMA\PCDOCS\TOR01\4320167\3

To: the Board of Directors of OPI Aktiebolag (Reg. No. 556159-8078)
(the "**Company**")

Letter of Resignation

I hereby confirm that I, the undersigned, as of the date hereof resign from my assignment as board member and signatory in the Company.

I confirm that I do not and will not have any claims or demands relating to my capacity as board member in the Company and that I will not make use of my formal right to represent the Company after the date hereof.

Place:____________________

Date: ____________________

____

Robert Tozer

LEGAL#5278067v1

To: the Board of Directors of Vänerply Aktiebolag (Reg. No. 556217-0349)
(the "**Company**")

Letter of Resignation

I hereby confirm that I, the undersigned, as of the date hereof resign from my assignment as board member and signatory in the Company.

I confirm that I do not and will not have any claims or demands relating to my capacity as board member in the Company and that I will not make use of my formal right to represent the Company after the date hereof.

Place:__________________

Date: __________________

____

Robert Tozer

APPENDIX “E”

Borden Ladner Gervais LLP
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June 29, 2010

DELIVERED BY E-MAIL

James L. Mockler
Gilbert McGloan Gillis
22 King Street
P.O. Box 7174
Saint John, NB E2L 1G3

Dear Mr. Mockler,

Re: Atcon Group Inc. ("Atcon Group") and OPI AB

As you know, we are counsel to Ernst & Young Inc., the Court-appointed receiver and receiver manager of the property, assets and undertakings of Atcon Group (the "**Receiver**").

Pursuant to paragraph 3 of the Receivership Order of Justice Riordon of the Court of Queen's Bench of New Brunswick dated March 2, 2010, the Receiver has been authorized and empowered by the New Brunswick Court to, *inter alia*, receive, take possession and control, and protect the property, assets and undertakings of Atcon Group (the "**Property**"). Additionally, paragraph 4 of the Receivership Order provides that Atcon Group and all of its current and former directors, officers and employees, among others, shall forthwith advise the Receiver of the existence of any Property in the person's possession and deliver the Property to the Receiver upon the Receiver's request.

The Receiver has been informed by its Swedish counsel that, according to the Swedish Companies Registration Office, OPI AB, a Swedish corporation ("**OPI**") is wholly owned by Atcon Group, and that 2,000 common shares of OPI have been issued to Atcon Group. Such shares consist of common shares numbered 1-1,000 acquired by the predecessors to Atcon Group in December 2000, and an additional 1,000 common shares, numbered 1,001 to 2,000, issued to Atcon Group in November 2003. However, in the Credit Agreement dated April 4, 2006 between, among others, Atcon Holdings Inc. as borrower and Roynat Capital Inc. as lender (the "**Credit Agreement**"), Mr. Robert Tozer, on behalf of certain Atcon companies, represented and warranted that OPI was

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solely owned by Atcon Group and that the issued capital of OPI was 1,000 common shares.[1]

To date, the Receiver has only been able to locate OPI common share certificates numbered 1-1,000. It is unclear to the Receiver if OPI share certificates numbered 1,001 to 2,000 were in fact issued, and if such share certificates were issued, the current location and ownership of such share certificates.

We hereby request, on behalf of the Receiver and pursuant to paragraph 4 of the Receivership Order, that Mr. Tozer confirm, by the close of business on Wednesday June 30, 2010, whether physical OPI common share certificates numbered 1,001 to 2,000 were issued to Atcon Group, and if so, arrange for the delivery of such share certificates to the Receiver.

In the event that, as appears to be the case, no OPI common share certificates were issued with respect to the November 2003 share issuance, the Receiver requests that Mr. Tozer provide a statutory declaration, in a form to be provided, which confirms that only 1,000 OPI common share certificates, numbered 1-1,000, were issued to Atcon Group, and that no share certificates were issued in connection with the additional 1,000 common shares issued to Atcon Group in November 2003.

Please contact the undersigned if you have any questions regarding the foregoing.

Yours truly,

Sam P. Rappos

Cc: *Ernst & Young Inc.*

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[1] See section 5.1(16) and Schedule 5.1(16) of the Credit Agreement.