

Court File No. N/M/26/10

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF MIRAMICHI

IN THE MATTER OF THE RECEIVERSHIP OF:

ATCON INDUSTRIAL SERVICES INC.

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

BETWEEN:

**GE CANADA EQUIPMENT FINANCING G.P.,
GENERAL ELECTRIC CANADA EQUIPMENT
FINANCING G.P., GE CANADA LEASING SERVICES
COMPANY and GENERAL ELECTRIC REAL ESTATE
FINANCE INC., all of which are carrying on business in the
Province of New Brunswick,**

APPLICANTS

- and -

**ATCON INDUSTRIAL SERVICES INC., which is carrying
on business in the Province of New Brunswick,**

RESPONDENT

- and -

**IN THE MATTER OF THE APPLICATION OF
PRICEWATERHOUSECOOPERS INC., in its capacity as
Court-appointed receiver and manager of the property,
assets and undertakings of the Respondent.**

RECORD ON MOTION

CLARK DRUMMIE

40 Wellington Row
P.O. Box 6850
Saint John, N.B.
E2L 4S3

M. Robert Jette, Q.C.

Tel: (506) 633-3824

Fax: (506) 633-3811

E-mail: mrj@clarkdrummie.ca

Norman J. Bossé, Q.C.

Tel: (506) 633-3804

Fax: (506) 633-3811

E-mail: njb@clarkdrummie.ca

James C. Mosher

Tel: (506) 633-3803

Fax: (506) 633-3811

E-mail: jcm@clarkdrummie.ca

Solicitors for PricewaterhouseCoopers Inc.,
as Receiver and Receiver Manager of Atcon
Industrial Services Inc.

INDEX

		Page	Tab
1.	Affidavit of Service	1	1
2.	Notice of Motion	14	2
A.	Schedule "B" - Service List	20	
B.	The Receiver's First Report dated April 30, 2010	26	
-	Appendix A	37	
-	Appendix B	56	
-	Appendix C	58	
-	Appendix D	59	
-	Appendix E	61	
-	Appendix F	110	
-	Appendix G	126	
C.	Affidavit of James A. Kirby	127	
-	Exhibit "A"	130	
-	Exhibit "B"	131	
-	Exhibit "C"	132	
D.	Schedule "A" - Draft Order	133	
-	Schedule "X" - Vesting Certificate	137	
E.	Schedule "C1" - Tri Province Enterprises (1984) Ltd. Sale Agreement	140	
F.	Schedule "C2" - Best Metal Ltd. Sale Agreement	147	

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IN THE MATTER OF THE RECEIVERSHIP OF:

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

BETWEEN:

GE CANADA EQUIPMENT FINANCING G.P.,
GENERAL ELECTRIC CANADA EQUIPMENT
FINANCING G.P., GE CANADA LEASING SERVICES
COMPANY and GENERAL ELECTRIC REAL ESTATE
FINANCE INC., all of which are carrying on business in the
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APPLICANTS

- and -

ATCON INDUSTRIAL SERVICES INC., which is carrying
on business in the Province of New Brunswick,

RESPONDENT

- and -

IN THE MATTER OF THE APPLICATION OF
PRICEWATERHOUSECOOPERS INC., in its capacity as
Court-appointed receiver and manager of the property,
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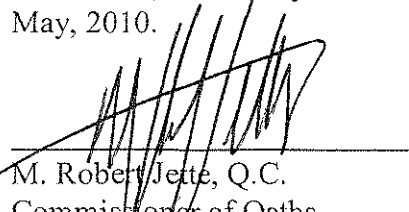
AFFIDAVIT OF SERVICE BY EMAIL OF FLORENE GARRON
(sworn the 6th day of May, 2010)

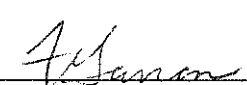
-2-

I, FLORENE GARRON, of the City of Saint John, in the County of Saint John and Province of New Brunswick, MAKE OATH AND SAY:

1. That I am a Legal Assistant in the law firm of Clark Drummie, solicitors for PricewaterhouseCoopers Inc., as Receiver and Receiver Manager of Atcon Industrial Services Inc.
2. On the 4th day of May at the hour of 5:40 p.m., I served the parties listed on the Service List annexed hereto as Exhibit "A" with the Notice of Motion and supporting documents by sending said documents via e-mail to each individual party on the said Service List. A copy of the cover letter and the Notice of Motion and supporting documents are attached hereto and marked as Exhibit "B".
3. On the 5th day of May at the hour of 3:54 p.m., I served Robbie Tozer, President and Director of the Atcon Group of Companies (who was listed on the said Service List) with the said Notice of Motion and supporting documents by sending said documents via e-mail to Mr. Tozer. A copy of the cover letter is attached hereto and marked as Exhibit "C". A copy of Mr. Tozer's reply indicating his legal group, Jim Mockler, Gilbert McGloan Gillis had not been added to our Service List, is attached as Exhibit "D".
4. On the 6th day of May at the hour of 9:18 a.m., I served James L. Mockler, Gilbert McGloan, Gillis, (who was added to the said Service List) with the said Notice of Motion and supporting documents by sending said documents via e-mail to Mr. Mockler. A copy of the cover letter is attached hereto and marked as Exhibit "E".

SWORN BEFORE ME at the City)
 of Saint John, in the County of)
 Saint John and Province of New)
 Brunswick, this 6th day of)
 May, 2010.)


 M. Robert Jette, Q.C.
 Commissioner of Oaths
 Being a Solicitor


 Florene Garron

This is Exhibit "A"
Referred to in the Affidavit of

EXHIBIT "A"

..... Florene Garron.....
Sworn before me at the City
of Saint John, New Brunswick

Court File No. N/1126/10 of May 19, 2010
6th

.....
Commissioner of Oaths being a Solicitor

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF MIRAMICHI

IN THE MATTER OF THE RECEIVERSHIP OF:

ATCON INDUSTRIAL SERVICES INC.

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

BETWEEN:

GE CANADA EQUIPMENT FINANCING G.P.,
GENERAL ELECTRIC CANADA EQUIPMENT
FINANCING G.P., GE CANADA LEASING SERVICES
COMPANY and GENERAL ELECTRIC REAL ESTATE
FINANCE INC., all of which are carrying on business in the
Province of New Brunswick,

APPLICANTS

- and -

ATCON INDUSTRIAL SERVICES INC., which is carrying
on business in the Province of New Brunswick,

RESPONDENT

- and -

IN THE MATTER OF THE APPLICATION OF
PRICEWATERHOUSECOOPERS INC., in its capacity as
Court-appointed receiver and manager of the property,
assets and undertakings of the Respondent.

SERVICE LIST

- 2 -

COX & PALMER

Purdy's Wharf, Tower I
1100-1959 Upper Water Street
Halifax, NS B3J 3N2

Robert G. MacKeigan, Q.C.

Tel: (902) 491-4121
Fax: (902) 421-3130
E-mail: robbie@coxandpalmer.com

J. Craig McCrea, Q.C.

Tel: (902) 491-4120
Fax: (902) 421-3130
E-mail: cmccrea@coxandpalmer.com

COX & PALMER

Brunswick Square, Suite 1500
1 Germain Street, PO Box 1324
Saint John, NB E2L 4H8

Josh J.B. McElman

Tel: (506) 633-2708
Fax: (506) 632-8809
E-mail: jmcelman@coxandpalmer.com

Counsel to the Applicant, The Bank of Nova Scotia**BORDEN LADNER GERVAIS LLP**

Scotia Plaza
40 King Street West
Toronto, ON M5H 3Y4

Michael J. MacNaughton

Tel: (416) 367-6646
Fax: (416) 682-2837
E-mail: mmacnaughton@blgcanada.com

Craig J. Hill

Tel: (416) 367-6156
Fax: (416) 361-7301
E-mail: chill@blgcanada.com

Sam P. Rappos

Tel: (416) 367-6033
Fax: (416) 361-7306
E-mail: srappos@blgcanada.com

ERNST & YOUNG INC.

The Fortis Building
139 Water Street, 7th Floor
St. John's, NL A1C 1B2

Paul D. Hickey

Tel: (709) 570-5404
Fax: (709) 722-1758
E-mail: paul.d.hickey@ca.ey.com

George C. Kinsman

Tel: (902) 421-6282
Fax: (902) 420-0503
E-mail: george.c.kinsman@ca.ey.com

Brian M. Denega

Tel: (416) 943-3058
Fax: (416) 943-3300
E-mail: brian.m.denega@ca.ey.com

Mathew M. Harris

Tel: (902) 421-6255
E-mail: mathew.m.harris@ca.ey.com

Counsel to Ernst & Young Inc., the Court-Appointed Monitor and Receiver

Court-appointed Monitor and Receiver

- 3 -

OFFICE OF THE ATTORNEY GENERAL

Legal Services Branch
 Province of New Brunswick
 Room 447, Centennial Building
 670 King Street
 Fredericton, NB E3B 1G1

Natalie H. LeBlanc

Tel: (506) 453-2222
 Fax: (506) 453-3275
 E-mail: natalie.leblanc@gnb.ca

John B.D. Logan

Tel: (506) 453-2222
 Fax: (506) 453-3275
 E-mail: john.logan@gnb.ca

Richard Williams

Tel: (506) 453-2222
 Fax: (506) 453-3275
 E-mail: richard.williams@gnb.ca

Counsel to the Province of New Brunswick

BLAKE, CASSELS & GRAYDON LLP

199 Bay Street
 Suite 2800, Commerce Court West
 Toronto ON M5L 1A9

Susan M. Grundy

Tel: (416) 863-2572
 Fax: (416) 863-2653
 E-mail: susan.grundy@blakes.com

Marc Flynn

Tel: (416) 863-2685
 Fax: (416) 863-2653
 E-mail: marc.flynn@blakes.com

**Counsel to Caterpillar Financial Services
 Limited**

BARRY SPALDING

Mercantile Centre
 55 Union Street, Suite 710
 Saint John, NB E2L 5B7

Howard A. Spalding, Q.C.

Tel: (506) 633-4215
 Fax: (506) 633-4206
 E-mail: has@barryspalding.com

William C. Kean

Tel: (506) 646-7505
 Fax: (506) 633-4206
 E-mail: wck@barryspalding.com

**Counsel to GE Canada Equipment Financing
 C.P., General Electric Canada Equipment
 Financing G.P., GE Canada Leasing Services
 Company and GE VFS Canada Limited
 Partnership**

LAWSON CREAMER LAWYERS

133 Prince William Street, Suite 801
 P.O. Box 6787, Station A
 Saint John, NB E2L 4S2

Bob Creamer

Tel: (506) 633-3737
 Fax: (506) 633-0465
 E-mail: rcream@lawsoncream.com

Jeffrey Burgess

Tel: (506) 633-3737
 Fax: (506) 633-0465
 E-mail: jburgess@lawsoncream.com

**Counsel to Caterpillar Financial Services
 Limited**

- 4 -

AIRD & BERLIS LLP

Brookfield Place, 181 Bay Street
Suite 1800, Box 754
Toronto, ON M5J 2T9

Sanjeev Mitra

Tel: (416) 865-3085
Fax: (416) 863-1515
E-mail: smitra@airdberlis.com

Counsel to Royal Bank of Canada

MILLER THOMSON LLP

Suite 5800, Scotia Plaza
40 King Street West
Toronto, ON M5H 3S1

Arthi Sambasivan

Tel: (416) 595-8636
Fax: (416) 595-8695
E-mail: asambasivan@millerthomson.com

Counsel to Capital Underwriters

**BINGHAM ROBINSON MACLENNAN
EHRHARDT TEED**

Heritage Court
300-95 Foundry St.
Moncton, NB E1C 5H7

Brian M. Hunt

Tel: (506) 857-8856
Fax: (506) 875-2017
E-mail: bhunt@bingham.ca

Counsel to Key Equipment Finance Canada Ltd.

MCMILLAN LLP

Brookfield Place, Suite 4400
181 Bay Street
Toronto, ON M5J 2T3

Tushara N. Weerasooriya

Tel: (416) 865-7262
Fax: (416) 865-7048
E-mail: tushara.weerasooriya@mcmillan.ca

Counsel to Macquarie Premium Funding Inc.

DEPARTMENT OF JUSTICE CANADA

Atlantic Regional Office
Suite 1400, Duke Tower
5251 Duke Street
Halifax, NS B3J 1P3

Gregory A. MacIntosh

Tel: (902) 426-8007
Fax: (902) 426-8802
E-mail: gregory.macintosh@justice.gc.ca

Counsel to Canada Revenue Agency

PARLEE McLAWS LLP

3400 Suncor Energy Centre
150 -6 Avenue SW
Calgary, AB T2P 3Y7

G. Scott Watson

Tel: (403) 294-7038
Fax: (403) 294-7030
E-mail: swatson@parlee.com

Brent W. Mescall

Tel: (403) 294-7544
Fax: (403) 767-8889
E-mail: bmescall@parlee.com

Counsel to Canadian Natural Resources Limited

- 5 -

FOSTER & COMPANY
100-564 Prospect St.
Fredericton, NB E3B 9M3

Steven Barnett
Tel: (506) 462-4008
Fax: (506) 462-4001
E-mail: srbarnett@fandclaw.com

Counsel for CML Northern Blower Inc.

CML NORTHERN BLOWER INC.
388 Kingston Crescent
Winnipeg, MB R2M 0T8

Robert Goodwin
E-mail: beverley_goodwin@hotmail.com

**OFFICE OF THE SUPERINTENDENT OF
BANKRUPTCY**
5, Place Ville-Marie, bureau 800
Montréal, QC H3B 2G2

Michel Huot
Tel: (514) 496-8641
Fax: (514) 283-9795
E-mail : Michel.Huot@ic.gc.ca

CANADA REVENUE AGENCY
Insolvency Unit, Atlantic Region
Moncton Tax Services Office
50 King Street, PO Box 1070
Moncton, NB E1C 8P2

Kevin Jensen
E-mail: Kevin.Jensen@cra-arc.gc.ca

MILLER THOMPSON LLP'
2700 Commerce Place
10155 - 102 Street
Edmonton, AB T5J 4G8

Thomas V. Duke
Tel: (780) 429-9742
Fax: (780) 424.5866
E-mail: tduke@millerthomson.com

Counsel for Alberta Fuel Distributors

AIMARK TRAVERS LTD.
300 Steelcase Rd. W. #23
Markham, ON L3R 2W2

Ron B. Sidon
E-mail: ron@aimarktravers.com

SODEXO
930 Wellington Street
Suite 100
Montreal, QC H3C 1T8

John Mignacca
Tel: (514) 866-7070 x256
Fax: (514) 866-8732
E-mail: John.Mignacca@Sodexo.com

ATCON GROUP OF COMPANIES
c/o Robbie Tozer, President and Director
E-mail: rtozer@modularfab.com

GILBERT MCGLOAN GILLIS
22 King Street
Saint John, NB E2L 4S6

James L. Mockler
Tel: (506) 634-3600
Fax: (506) 634-3612
E-mail: jmockler@gmglaw.com

EXHIBIT "B"

THIS IS EXHIBIT "B"
 Referred to in the Affidavit of
 Florene Garron
 Sworn before me at the City
 of Saint John, New Brunswick
 the 6th day of May, 2010
 Commissioner of Oaths being a Solicitor

Florene M. Garron

From: Florene M. Garron
 Sent: Tuesday, May 04, 2010 5:40 PM
 To: 'robbie@coxandpalmer.com'; 'jmcclman@coxandpalmer.com'; 'cmccrea@coxandpalmer.com';
 'mmacnaughton@blgcanada.com'; 'paul.d.hickey@ca.ey.com'; 'chill@blgcanada.com';
 'george.c.kinsman@ca.ey.com'; 'srappos@blgcanada.com'; 'brian.m.denega@ca.ey.com';
 'matthew.m.harris@ca.ey.com'; 'natalie.leblanc@gnb.ca'; 'has@barryspalding.com';
 'john.logan@gnb.ca'; 'wck@barryspalding.com'; 'richard.williams@gnb.ca';
 'susan.grundy@blakes.com'; 'rcreamer@lawsoncreamer.com'; 'marc.flynn@blakes.com';
 'jburgess@lawsoncreamer.com'; 'smitra@airdberlis.com'; 'tushara.weerasooriya@mcmillan.ca';
 'asambasivan@millerthomson.com'; 'gregory.macintosh@justice.gc.ca'; 'bhunt@bingham.ca';
 'swatson@parlee.com'; 'bmescall@parlee.com'; 'srbarnett@fandclaw.com';
 'tduke@millerthomson.com'; 'beverley_goodwin@hotmail.com'; 'ron@aimarktravers.com';
 'Michel.Huot@ic.gc.ca'; 'John.Mignacca@Sodexo.com'; 'Kevin.Jensen@cra-arc.gc.ca';
 'rwtozer@atcongroup.com'

Subject: Court File No. N/M/26/10

In the Matter of the Receivership of Atcon Industrial Services Inc.

You are being served herewith via e-mail with a Notice of Motion and supporting documents returnable at 3:00
Wednesday, May 12, 2010 to be heard by The Honourable Mr. Justice Riordon, via
 Conference call.

The Motion is for approval of the sale of certain metals and scrap metals pursuant to the Receivership Order
 granted in this matter March 30, 2010.

Please note the **Notice** advising of the call-in number and participant code for the call.

Please note that there are two attachments. Schedule C2 to the Notice of Motion is sent as the first document.

Regards,
 M. Robert Jette, Q.C.

Florene M. Garron
 Clark Drummie
 P.O. Box 6850
 40 Wellington Row
 Saint John, NB E2L 4S3
 Telephone: 633-3800

Please refer to Tab 2 - Exhibit "B" = Notice of Motion and supporting documents.

Florene M. Garron

.....Florene Garron.....
Sworn before me at the City
of Saint John, New Brunswick
the 6th day of May.....2010
.....
Commissioner of Oaths being a Solicitor

From: Florene M. Garron
Sent: Wednesday, May 05, 2010 3:54 PM
To: 'rtozer@modularfab.com'
Subject: Court File No. N/M/26/10

In the Matter of the Receivership of Atcon Industrial Services Inc.

You are being served herewith via e-mail with a Notice of Motion and supporting documents returnable at 3:00 p.m. **Wednesday, May 12, 2010** to be heard by The Honourable Mr. Justice Riordon via conference call.

The Motion is for approval of the sale of certain metals and scrap metals pursuant to the Receivership Order granted in this matter on March 30, 2010.

Please note the **Notice** advising of the call-in number and participant code for the call.

Please note that there are two attachments. Schedule C2 to the Notice of Motion is sent as the first document.

Regards,
M. Robert Jette, Q.C.

Florene M. Garron
Clark Drummie
P.O. Box 6850
40 Wellington Row
Saint John, NB E2L 4S3
Telephone: 633-3800

EXHIBIT "D"

This is Exhibit "D"
 Referred to in the Affidavit of
Florene Garron.....
 Sworn before me at the City
 of Saint John, New Brunswick
 the 6th day of May, 2010

 Commissioner of Oaths being a Solicitor

Florene M. Garron

From: Robbie Tozer [rtozer@modularfab.com]
 Sent: Wednesday, May 05, 2010 4:23 PM
 To: Florene M. Garron
 Subject: Re: Court File No. N/M/26/10

Florene

I see you do not have my legal group on your mailing list.

Jim Mockler at Gilbert, McLeon Gillis.

Robbie

On Wed, May 5, 2010 at 3:54 PM, Florene M. Garron <fmg@clarkdrummie.ca> wrote:

In the Matter of the Receivership of Atcon Industrial Services Inc.

You are being served herewith via e-mail with a Notice of Motion and supporting documents returnable at 3:00 p.m. **Wednesday, May 12, 2010**

to be heard by The Honourable Mr. Justice Riordon via conference call.

The Motion is for approval of the sale of certain metals and scrap metals pursuant to the Receivership Order granted in this matter on March 30, 2010.

Please note the **Notice** advising of the call-in number and participant code for the call.

Please note that there are two attachments. Schedule C2 to the Notice of Motion is sent as the first document.

Regards,

M. Robert Jette, Q.C.

Florene M. Garron

Clark Drummie

P.O. Box 6850

5/6/2010

40 Wellington Row

Saint John, NB E2L 4S3

Telephone: 633-3800

EXHIBIT "E"

This is Exhibit "E"
Referred to in the Affidavit of**Florene M. Garron**

.....Florene Garron.....

Sworn before me at the City
of Saint John, New Brunswick

the 6th day of May, 2010

Commissioner of Oaths being a Solicitor

From: Florene M. Garron
Sent: Thursday, May 06, 2010 9:18 AM
To: 'jmockler@gmglaw.com'
Subject: Count File No. N/M/26/10

Mr. Mockler:

In the Matter of the Receivership of Alcon Industrial Services Inc.

Mr. Tozer has indicated to us that you are his legal counsel and as instructed by him, we are serving you via e-mail with a Notice of Motion and supporting documents returnable

3:00 p.m. Wednesday, May 12, 2010 and in that connection we attach the following documents:

- 1) e-mail sent to Mr. Tozer on May 5;
- 2) copy of reply from Mr. Tozer dated May 5;
- 3) Notice of Motion and supporting documents; and
- 4) Notice of Motion Schedule C2.

Regards,
M. Robert Jette

Florene M. Garron
Clark Drummie
P.O. Box 6850
40 Wellington Row
Saint John, NB E2L 4S3
Telephone: 633-3800

5/6/2010

Court File No. N/M/26/10

IN THE COURT OF QUEEN'S BENCH OF
NEW BRUNSWICK

COUR DU BANC DE LA REINE DE
NOUVEAU-BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

DIVISION DE PREMIER INSTANCE

JUDICIAL DISTRICT OF MIRAMICHI

CIRCONSCRIPTION JUDICIAIRE DE
MIRAMICHI

IN THE MATTER OF THE
RECEIVERSHIP OF:

ATCON INDUSTRIAL SERVICES INC.

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

BETWEEN:

GE CANADA EQUIPMENT FINANCING G.P., GENERAL ELECTRIC CANADA EQUIPMENT FINANCING G.P., GE CANADA LEASING SERVICES COMPANY and GENERAL ELECTRIC REAL ESTATE FINANCE INC., all of which are carrying on business in the Province of New Brunswick,

APPLICANTS

- and -

ATCON INDUSTRIAL SERVICES INC.,
which is carrying on business in the Province of New Brunswick,

RESPONDENT

-2-

- and -

IN THE MATTER OF THE
APPLICATION OF
PRICEWATERHOUSECOOPERS
INC., in its capacity as Court-appointed
receiver and manager of the property,
assets and undertakings of the
Respondent.

NOTICE OF MOTION
(FORM 37A)

AVIS DE MOTION
(FORMULE 37A)

TO: The Persons on the Service List
attached hereto as Schedule "B" to
this Notice of Motion.

DESTINATAIRE:

PricewaterhouseCoopers Inc. in its
capacity as receiver and manager of the
property, assets and undertakings of the
Respondent (the "Receiver" and the "Debtor"
respectively) will apply to the Court of Queen's
Bench, at 673 King George Highway,
Miramichi, New Brunswick on the 12th day of
May, 2010 at 3:00 p.m. via conference call for
the following relief:

Le demandeur (ou selon le cas)
demandera à la Cour à _____ (lieu
précis) _____, le _____,
20 _____, à _____ h _____, d'ordonner
(indiquer l'ordonnance demandée, les motifs à
discuter et les renvois aux dispositions
législatives ou règles qui seront invoquées);

- (a) an Order, substantially in the form and substance of the draft order attached hereto
as Schedule "A" (the "Draft Order"):
 - (i) abridging and validating the time and method of service of the Notice of
Motion and the Record on Motion, if necessary, so that this Motion is
properly returnable and further service is dispensed with;
 - (ii) approving the sales (the "Transactions") contemplated by the agreements
each dated respectively as of the 29th and 30th day of April, 2010 and
including the offer of Best Metals Ltd. contained in faxes dated April 26 and
May 3, 2010 appended to Schedule "C2" (the "Sale Agreements") between

-3-

the Debtor and the purchasers set out therein (the "**Purchasers**"), a true copy of each being attached hereto as Schedule "C1" and "C2";

- (iii) authorizing and approving the execution by the Receiver of the Sale Agreements and such other documents, and taking such additional actions as may be necessary or desirable to complete the Transactions and to convey the assets of the Debtor more particularly set out in the Sale Agreements (the "**Goods**") to the Purchasers;
- (iv) declaring that upon the delivery of a certificate or certificates to a Purchaser substantially in the form attached as Schedule "X" to the Draft Order (the "**Vesting Certificate**"), all right, title and interest of the Debtor in and to the Goods shall vest absolutely in the respective Purchasers, free and clear of and from any and all other interests, claims or encumbrances of any nature or kind;
- (v) to the extent necessary, declaring that for the purposes of determining the nature and priority of claims, the net proceeds from the sale of the Goods (the "**Proceeds**") shall stand in the place and stead of the Goods, and that from and after the delivery of the Vesting Certificate all claims and encumbrances shall attach to the Proceeds with the same priority as they had with respect to the Goods immediately prior to the sale;

(b) For such further and other relief as may be just.

The grounds upon which the Receiver relies are as follows:

1. The relief sought by the Receiver is appropriate in the circumstances and is in accordance with the jurisdiction of the Court under the *Bankruptcy and Insolvency Act* and the inherent jurisdiction of the Court;
2. The Transactions:
 - (a) are the result of a process that was reasonable in the circumstances;
 - (b) are supported by and deemed appropriate by the Receiver being the result of solicitation of competitive offers and the negotiation of terms and conditions of sale; and
 - (c) provide consideration for the Goods that is reasonable and fair.
3. The Receiver relies on:
 - (a) the *Rules of Court*, as amended, including but not limited to Rules 1.03, 2.01, 2.02 and 3.02; and

-4-

- (b) the *Judicature Act*, R.S.N.B. 1973, c. J-2, as amended, including but not limited to sections 21, 26 and 31;

4. Such further and other grounds as counsel for the Receiver may advise and this Honourable Court may permit.

Upon the hearing of the motion the following affidavits or other documentary evidence will be presented:

l'audition de la motion, les affidavits ou les autres preuves littérales suivantes seront présentées: (énumérer les preuves littérales qui seront utilisées lors de l'audition de la requête).

- (1) The Receiver's First Report to the Court dated April 30, 2010;
- (2) Affidavit of James A. Kirby, dated May 3, 2010;
- (3) Such further and other affidavits or documentary evidence as counsel for the Applicant may advise and this Honourable Court may permit.

You are advised that:

Sachez que:

- (a) you are entitled to issue documents and present evidence at the hearing in English or French or both;
- (b) the respondent intends to proceed in the English language; and

- (a) vous avez le droit d'émettre des documents et de présenter votre preuve à l'audience en français, en anglais ou dans les deux langues;
- (b) le demandeur (ou selon le cas) à l'intention d'utiliser la langue _____; et

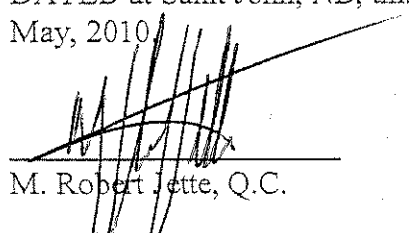
-5-

(c) if you intend to proceed in the other official language, an interpreter may be required and you must so advise the clerk at least 5 days before the hearing.

(c) si vous avez l'intention d'utiliser l'autre langue officielle, les services d'un interprète pourront être requis et vous devrez en aviser le greffier au moins 5 jours avant l'audience.

DATED at Saint John, NB, this 4^R day of May, 2010.

FAIT à _____ le _____ 20____.


M. Robert Jette, Q.C.

Avocat du demandeur

c/o CLARK DRUMMIE
40 Wellington Row
P. O. Box 6850, Station "A"
Saint John, NB E2L 4S3

Solicitors for PricewaterhouseCoopers Inc., as
Receiver and Receiver Manager of Atcon
Industrial Services Inc.

NOTICE

The within Motion is being held by conference call. To participate in this Motion, you must call in to the Court at, or slightly before, 3:00 p.m. on Wednesday, May 12, 2010.

The call-in number is **1 506-636-6888 #**

The participant code is **303 9589 #**

SCHEDULE “B”

Court File No. N/M/26/10

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF MIRAMICHI

IN THE MATTER OF THE RECEIVERSHIP OF:

ATCON INDUSTRIAL SERVICES INC.

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

BETWEEN:

**GE CANADA EQUIPMENT FINANCING G.P.,
GENERAL ELECTRIC CANADA EQUIPMENT
FINANCING G.P., GE CANADA LEASING SERVICES
COMPANY and GENERAL ELECTRIC REAL ESTATE
FINANCE INC., all of which are carrying on business in the
Province of New Brunswick,**

APPLICANTS

- and -

**ATCON INDUSTRIAL SERVICES INC., which is carrying
on business in the Province of New Brunswick,**

RESPONDENT

- and -

**IN THE MATTER OF THE APPLICATION OF
PRICEWATERHOUSECOOPERS INC., in its capacity as
Court-appointed receiver and manager of the property,
assets and undertakings of the Respondent.**

SERVICE LIST

- 2 -

COX & PALMER

Purdy's Wharf, Tower I
1100-1959 Upper Water Street
Halifax, NS B3J 3N2

Robert G. MacKeigan, Q.C.

Tel: (902) 491-4121
Fax: (902) 421-3130
E-mail: robbie@coxandpalmer.com

J. Craig McCrea, Q.C.

Tel: (902) 491-4120
Fax: (902) 421-3130
E-mail: cmccrea@coxandpalmer.com

Counsel to the Applicant, The Bank of Nova Scotia

BORDEN LADNER GERVAIS LLP

Scotia Plaza
40 King Street West
Toronto, ON M5H 3Y4

Michael J. MacNaughton

Tel: (416) 367-6646
Fax: (416) 682-2837
E-mail: mmacnaughton@blgcanada.com

Craig J. Hill

Tel: (416) 367-6156
Fax: (416) 361-7301
E-mail: chill@blgcanada.com

Sam P. Rappos

Tel: (416) 367-6033
Fax: (416) 361-7306
E-mail: srappos@blgcanada.com

Counsel to Ernst & Young Inc., the Court-Appointed Monitor and Receiver

COX & PALMER

Brunswick Square, Suite 1500
1 Germain Street, PO Box 1324
Saint John, NB E2L 4H8

Josh J.B. McElman

Tel: (506) 633-2708
Fax: (506) 632-8809
E-mail: jmcelman@coxandpalmer.com

ERNST & YOUNG INC.

The Fortis Building
139 Water Street, 7th Floor
St. John's, NL A1C 1B2

Paul D. Hickey

Tel: (709) 570-5404
Fax: (709) 722-1758
E-mail: paul.d.hickey@ca.ey.com

George C. Kinsman

Tel: (902) 421-6282
Fax: (902) 420-0503
E-mail: george.c.kinsman@ca.ey.com

Brian M. Denega

Tel: (416) 943-3058
Fax: (416) 943-3300
E-mail: brian.m.denega@ca.ey.com

Mathew M. Harris

Tel: (902) 421-6255
E-mail: mathew.m.harris@ca.ey.com

Court-appointed Monitor and Receiver

- 3 -

OFFICE OF THE ATTORNEY GENERAL

Legal Services Branch
Province of New Brunswick
Room 447, Centennial Building
670 King Street
Fredericton, NB E3B 1G1

Natalie H. LeBlanc

Tel: (506) 453-2222
Fax: (506) 453-3275
E-mail: natalie.leblanc@gnb.ca

John B.D. Logan

Tel: (506) 453-2222
Fax: (506) 453-3275
E-mail: john.logan@gnb.ca

Richard Williams

Tel: (506) 453-2222
Fax: (506) 453-3275
E-mail: richard.williams@gnb.ca

Counsel to the Province of New Brunswick

BLAKE, CASSELS & GRAYDON LLP

199 Bay Street
Suite 2800, Commerce Court West
Toronto ON M5L 1A9

Susan M. Grundy

Tel: (416) 863-2572
Fax: (416) 863-2653
E-mail: susan.grundy@blakes.com

Marc Flynn

Tel: (416) 863-2685
Fax: (416) 863-2653
E-mail: marc.flynn@blakes.com

**Counsel to Caterpillar Financial Services
Limited**

BARRY SPALDING

Mercantile Centre
55 Union Street, Suite 710
Saint John, NB E2L 5B7

Howard A. Spalding, Q.C.

Tel: (506) 633-4215
Fax: (506) 633-4206
E-mail: has@barryspalding.com

William C. Kean

Tel: (506) 646-7505
Fax: (506) 633-4206
E-mail: wck@barryspalding.com

**Counsel to GE Canada Equipment Financing
C.P., General Electric Canada Equipment
Financing G.P., GE Canada Leasing Services
Company and GE VFS Canada Limited
Partnership**

LAWSON CREAMER LAWYERS

133 Prince William Street, Suite 801
P.O. Box 6787, Station A
Saint John, NB E2L 4S2

Bob Creamer

Tel: (506) 633-3737
Fax: (506) 633-0465
E-mail: rcream@lawsoncream.com

Jeffrey Burgess

Tel: (506) 633-3737
Fax: (506) 633-0465
E-mail: jburgess@lawsoncream.com

**Counsel to Caterpillar Financial Services
Limited**

- 4 -

AIRD & BERLIS LLP

Brookfield Place, 181 Bay Street
Suite 1800, Box 754
Toronto, ON M5J 2T9

Sanjeev Mitra

Tel: (416) 865-3085
Fax: (416) 863-1515
E-mail: smitra@airdberlis.com

Counsel to Royal Bank of Canada

MILLER THOMSON LLP

Suite 5800, Scotia Plaza
40 King Street West
Toronto, ON M5H 3S1

Arthi Sambasivan

Tel: (416) 595-8636
Fax: (416) 595-8695
E-mail: asambasivan@millerthomson.com

Counsel to Capital Underwriters

BINGHAM ROBINSON MACLENNAN**EHRHARDT TEED**

Heritage Court
300-95 Foundry St.
Moncton, NB E1C 5H7

Brian M. Hunt

Tel: (506) 857-8856
Fax: (506) 875-2017
E-mail: bhunt@bingham.ca

Counsel to Key Equipment Finance Canada Ltd.

MCMILLAN LLP

Brookfield Place, Suite 4400
181 Bay Street
Toronto, ON M5J 2T3

Tushara N. Weerasooriya

Tel: (416) 865-7262
Fax: (416) 865-7048
E-mail: tushara.weerasooriya@mcmillan.ca

Counsel to Macquarie Premium Funding Inc.

DEPARTMENT OF JUSTICE CANADA

Atlantic Regional Office
Suite 1400, Duke Tower
5251 Duke Street
Halifax, NS B3J 1P3

Gregory A. MacIntosh

Tel: (902) 426-8007
Fax: (902) 426-8802
E-mail: gregory.macintosh@justice.gc.ca

Counsel to Canada Revenue Agency

PARLEE McLAWS LLP

3400 Suncor Energy Centre
150 -6 Avenue SW
Calgary, AB T2P 3Y7

G. Scott Watson

Tel: (403) 294-7038
Fax: (403) 294-7030
E-mail: swatson@parlee.com

Brent W. Mescall

Tel: (403) 294-7544
Fax: (403) 767-8889
E-mail: bmescall@parlee.com

Counsel to Canadian Natural Resources Limited

- 5 -

FOSTER & COMPANY
100-564 Prospect St.
Fredericton, NB E3B 9M3

Steven Barnett
Tel: (506) 462-4008
Fax: (506) 462-4001
E-mail: srbarnett@fandclaw.com

Counsel for CML Northern Blower Inc.

CML NORTHERN BLOWER INC.
388 Kingston Crescent
Winnipeg, MB R2M 0T8

Robert Goodwin
E-mail: beverley_goodwin@hotmail.com

**OFFICE OF THE SUPERINTENDENT OF
BANKRUPTCY**
5, Place Ville-Marie, bureau 800
Montréal, QC H3B 2G2

Michel Huot
Tel: (514) 496-8641
Fax: (514) 283-9795
E-mail: Michel.Huot@ic.gc.ca

CANADA REVENUE AGENCY
Insolvency Unit, Atlantic Region
Moncton Tax Services Office
50 King Street, PO Box 1070
Moncton, NB E1C 8P2

Kevin Jensen
E-mail: Kevin.Jensen@cra-arc.gc.ca

MILLER THOMPSON LLP
2700 Commerce Place
10155 - 102 Street
Edmonton, AB T5J 4G8

Thomas V. Duke
Tel: (780) 429-9742
Fax: (780) 424.5866
E-mail: tduke@millerthomson.com

Counsel for Alberta Fuel Distributors

AIMARK TRAVERS LTD.
300 Steelcase Rd. W. #23
Markham, ON L3R 2W2

Ron B. Sidon
E-mail: ron@aimarktravers.com

SODEXO
930 Wellington Street
Suite 100
Montreal, QC H3C 1T8

John Mignacca
Tel: (514) 866-7070 x256
Fax: (514) 866-8732
E-mail: John.Mignacca@Sodexo.com

ATCON GROUP OF COMPANIES
c/o Robbie Tozer, President and Director
E-mail: rtozer@modularfab.com

GILBERT MCGLOAN GILLIS
22 King Street
Saint John, NB E2L 4S6

James L. Mockler
Tel: (506) 634-3600
Fax: (506) 634-3612
E-mail: jmockler@gmgclaw.com

FIRST REPORT OF RECEIVER

Court File No. N/M 26/10

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL DISTRICT OF MIRAMICHI
IN THE MATTER OF THE RECEIVERSHIP OF
ATCON INDUSTRIAL SERVICES INC.

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

FIRST REPORT OF THE RECEIVER

As of April 30, 2010

I, ROBERT C. SMITH, of the Town of Rothesay, County of Kings, Judicial District of
Saint John, and Province of New Brunswick, REPORT TO THE COURT THAT:

1. I am a Chartered Accountant, licensed Trustee in Bankruptcy, and Senior Vice-President of PricewaterhouseCoopers Inc. ("PwC") and have personal knowledge of the matters hereinafter reported, except where otherwise stated, and in such cases I do verily believe the truth of the contents hereof;

First Report of Receiver**April 30, 2010**

BACKGROUND**BANKRUPTCY****REALIZATION PLAN****CLAIMS PLAN****FEES AND ACCOUNTING****BACKGROUND**

2. By order of this Honourable Court the Receivership Order, which is attached as Appendix A, was granted on the 30th day of March 2010, it was ordered that ("PwC") be appointed Receiver of the Assets of Atcon Industrial Services Inc. (herein "AIS") (the "Receiver"). The Receiver took possession of assets of the premises at General Manson Way on March 30, 2010. Employees of AIS were immediately laid off, and a limited number were hired by the Receiver to assist in our duties.

BANKRUPTCY

3. AIS was assigned into bankruptcy by PwC on April 23, 2010 in accordance with the paragraphs 3(u) and 30 of the Receivership Order. A copy of the Certificate of Appointment is attached as Appendix B.
4. The bankruptcy was initiated largely from concerns about actions by Canada Revenue Agency ("CRA") which could disrupt the collection of accounts

First Report of Receiver**April 30, 2010**

receivable to the detriment of the estate, but also out of concern for the confusing state of the various security interests. We had an independent review of the security of GE done prior the filing of the assignment.

REALIZATION PLAN

5. We are still in the early stages of organizing this receivership. We have a comprehensive inventory of the assets and are releasing the assets secured by creditors in which there is no equity to AIS.
6. For purposes of this engagement, we are initially categorizing the assets along the following lines:
 - a) Water Street - machine shop business largely around CNC machines located in leased premises from the Province of New Brunswick ("PNB");
 - b) Walsh Avenue - machine shop business with both older equipment and CNC equipment (leased premises from AIS related company);
 - c) General Manson Way - the main facility (premises are leased from Atcon Construction Inc. ("ACI"), and the property is subject to a GE mortgage. Premises are shared with ACI;
 - d) General Manson Way - AIS property - owned property, mortgaged to BNS, which security is in the process of being assigned to PNB. This is a smaller property owned by AIS and located at the rear of the main facility.
 - e) General Manson Way - skeleton building. This is known as Building D, a partially built building with the frame erected and not much more. We have segregated this building as there is interest by several parties in buying the building only and moving it elsewhere. This building is located on the main property which is subject to the GE mortgage.

First Report of Receiver**April 30, 2010**

- f) Paint Booth - located in another leased facility adjacent to General Manson Way, the paint booth is AIS property financed by GE, and is being offered for sale separately.
 - g) Other locations - there is equipment in storage at various locations, most of it of little value, which we are assessing prior to moving and selling. Again, it appears that much of it is scrap value retained on the books to avoid recognizing any loss, but it is also possible they were keeping some of it for spare parts.
 - h) Scrap - we have had several parties come and look at the scrap, and indications are that it has significant value. This would normally be included with extraneous assets, but with the indications of value for scrap running very high, we decided to create its own category to ensure it receives appropriate attention. We expect to bring an application to court over the next week to approve the sale of scrap which could have a value in excess of \$500,000.
 - i) Extraneous assets - mobile equipment, inventory, WIP inventory and other assets that in our view add no value to the sale of the business unit and will be valued at nominal amounts if a purchaser buys a particular business unit.
7. Essentially, the equipment located in leased premises will be sold as quickly as possible. We have talked to Ernst & Young representatives ("E&Y") who are amenable to our receiving offers on the Walsh Street property with them having the right to approve any sale. It will seriously impair our values if that business is required to move. We have also spoken to PNB representatives relating to the 1965 Water Street, Miramichi property.

First Report of Receiver

April 30, 2010

8. We have had interest in the various properties, and entertained visits from several parties interested in buying, even though we have not started advertising or offering documents as yet. This is a pre-loading of the possible sale process and provides us with valuable input on selling (and buying) issues.
9. We have engaged valuers to provide us with liquidation values on equipment and real property. Preliminary values have been obtained.
10. We have started the sales process on extraneous property - in particular scrap, surplus mobile equipment and the work in process. We will keep values separated as between competing security interests to properly report at the end of the process, and are keeping time and expenses also segregated to the extent reasonable to do so.
11. We expect to have offering documents available shortly and these will go on the website www.pwc.com/car-atconindustrial although this site is not yet activated.

Sales for court approval

12. The Receivership Court Order requires that the Receiver apply for court approval of any sales over \$100,000 and whenever total sales exceed \$1,000,000.
13. With respect to the assets outlined below, the Receiver engaged the services of Alton Bubar Sales to assist in the sale and marketing of certain assets.

First Report of Receiver

April 30, 2010

14. Mr. Bubar received several offers on the subject assets, and has affirmed to the Receiver that in his view the asset prices are at full fair market value.

15. The Receiver also engaged Maynard's to do appraisals on the assets of Atcon Industrial, and based on these values the selling price would exceed the appraised values.

16. The Receiver applies to court for acceptance of the following offers:

Purchaser	Description of goods	Price
Tri Province Enterprises (1984) Ltd.	Scrap steel	\$220 per ton
Best Metals Ltd.	New aluminium	\$0.87 per lb.
Best Metals Ltd.	Painted aluminium	\$0.77 per lb.
Best Metals Ltd.	Stainless steel turnings	\$0.77 per lb.
Best Metals Ltd.	Aluminium turnings	\$0.57 per lb.
Best Metals Ltd.	Brass turnings	\$1.82 per lb.
Best Metals Ltd.	Lead	\$0.62 per lb.
Best Metals Ltd.	New steel	Lump sum \$120,000.00 for scheduled listing

Accounts Receivable

17. Accounts receivable for the most part are now collected. A schedule of accounts receivable is attached as Appendix C. The largest was an account receivable from Potash Corporation of Saskatchewan ("PCS") that we were concerned they may claim a right of set-off on the damages for the incomplete contract. We met with PCS and

First Report of Receiver**April 30, 2010**

their counsel and are now working cooperatively with them in respect of the incomplete conveyor contract and negotiated a settlement whereby the account receivable was not set-off against potential damages.

18. These funds, along with other accounts receivable signified by the Receiver, have in the most part been deposited to the former AIS account at Bank of Nova Scotia which continues to be open for purposes of receiving wire transfer payments from customers of AIS.
19. The amount of \$465,367 was paid by PCS by deposit to an AIS bank account at the Bank of Nova Scotia ("BNS") on or about April 19, 2010.
20. The Receiver proposes that the collection of the PCS funds be permitted to be a first distribution to BNS. This payment will still be impressed with a notional claim in respect of any administrative claim of the Court Appointed Monitor under the CCAA action, any employee claims that may be made in respect of amounts paid by the Monitor under the CCAA proceedings (or Ernst & Young in its capacity as Receiver if paid by them in their capacity as Receiver in the stead of the Monitor), and any WEPPA claims which by statute have a first claim on the current assets of AIS. The Receiver believes there are sufficient other current assets to pay the WEPPA claims and no WEPPA claim has been exerted to date.

CLAIMS PLAN

21. PwC, through its independent lawyers, Clark Drummie will review all security before the release of assets to secured creditors. With bankruptcy in place, by Section 135(1)

First Report of Receiver**April 30, 2010**

of the BIA, the Trustee may require the provision of additional information from secured creditors if needed.

22. It is clear that there will be no funds available for unsecured creditors based upon the value of the assets compared to the outstanding obligations to secured creditors.

Attached as Appendix D is the lease summary for AIS. Attached as Appendix E are PPSA searches for AIS assets. Also attached as Appendix F is the PID information for Land.

Land issues

23. We advise that GE is in a position to start their mortgage foreclosure action against Atcon Construction Inc. ("ACI") on the General Manson property. E & Y in its role as Court Appointed Receiver of ACI will be asked to permit the mortgage foreclosure to proceed in respect of the GE mortgaged property at 67 General Manson Way. If the foreclosure process is not started now, the eventual closing and the restart of the business unit may be unnecessarily delayed for months to go through the mortgage foreclosure process after a sale has been arranged.
24. The Receiver reports it is in the process of soliciting offers on portions of the real property that may become productive assets in the near future in New Brunswick.
25. AIS operated out of properties where it was not the owner, nor was there a formal lease arrangement, and this may make the sale of certain business units somewhat more complex.

First Report of Receiver**April 30, 2010**

Distributions to creditors

26. The Receiver will apply to court when funds are available for distribution to secured creditors.

FEES OF THE RECEIVER

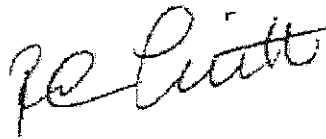
27. The PwC fees and disbursements including HST for the period ending April 15, 2010 total \$127,666.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

28. Attached as Appendix G is a Statement of Receipts and Disbursements for the period from March 30, 2010, the date of the Receiver's appointment, to April 30, 2010.

The above is respectfully submitted as of the 30th day of April, 2010.

**PricewaterhouseCoopers Inc.
Receiver and Manager of
Atcon Industrial Services Inc.**



Per:

Robert C. Smith, CA•CIRP, CFE
Senior Vice-President

First Report of Receiver**April 30, 2010**

APPENDICES

- A Copy of Receivership Court Order
- B Copy of Certificate of Assignment
- C Schedule of accounts receivable
- D Lease Summary for AIS
- E PPSA searches
- F PID Information for Land
- G Statement of receipts and disbursements

COPY

Court File No. N/M/ 26/10

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF MIRAMICHI

IN THE MATTER OF THE RECEIVERSHIP OF:

ATCON INDUSTRIAL SERVICES INC.

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

BETWEEN:

GE CANADA EQUIPMENT FINANCING G.P.,
GENERAL ELECTRIC CANADA EQUIPMENT
FINANCING G.P., GE CANADA LEASING SERVICES
COMPANY and GENERAL ELECTRIC REAL ESTATE
FINANCE INC., all of which are carrying on business in the
Province of New Brunswick

APPLICANTS

- and -

ATCON INDUSTRIAL SERVICES INC., which is
carrying on business in the Province of New Brunswick

RESPONDENT

RECEIVERSHIP ORDER

THIS APPLICATION, made by the Applicants for an Order pursuant to Section 33 of the *Judicature Act*, R.S.N.B. 1973, c. J-2, (the "*Judicature Act*"), Rule 41 of the *Rules of Court* of New Brunswick (the "*Rules*") and Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "*BIA*") appointing

PriceWaterhouseCoopers Inc. ("PWC") as receiver and receiver manager (in such capacities, the "Receiver") without security, of each of the Respondent's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, including, without limitation, the shares in any subsidiaries of the Respondent (the "Property") in relation to the business carried on by the Respondent, was heard on March 15th, 2010, ^{and continued on March 30th 2010} at 673 King George Highway, Miramichi, New Brunswick. *JM*

ON READING the affidavit of William Kean, sworn to February 28, 2010 and the affidavit of Nadia MacPhee, sworn to March 14, 2010 and the exhibits thereto;

AND ON HEARING the submissions of counsel for the Applicants and the Respondent;

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 33 of the *Judicature Act*, Rule 41 of the Rules and section 243(1) of the BIA, the Receiver is hereby appointed receiver and receiver manager, without security, of the Property.

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

JM
30 March 2010

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Respondent, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Respondent;
- (d) to make such payments or disbursements as determined are necessary by the Receiver, and in accordance with the previous practice of the applicable Respondent, to return any employee to the jurisdiction in which they reside;
- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondent, or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Respondent and to exercise all remedies of the Respondent in collecting such monies, including, without limitation, to enforce any security held by the Respondent;

John
30 June 2012

- (h) to settle, extend or compromise any indebtedness owing to the Respondent;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondent, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Respondent;
- (k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to any of the Property and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (l) to make payment of any and all costs, expenses and other amounts that the Receiver determines, in its sole discretion, are necessary or advisable to preserve, protect or maintain the Property, including, without limitation taxes, municipal taxes, insurance premiums, repair and maintenance costs, costs or charges related to security, management fees, and any costs and disbursements incurred by any manager appointed by the Receiver;
- (m) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (n) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business.

John
30 March 2010

(i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 59 of the *Personal Property Security Act* (New Brunswick) shall not be required.

- (o) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondent;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Respondent including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondent;

AK
30 March 2012

- (t) to exercise any shareholder, partnership, joint venture or other rights which the Respondent may have including, without limitation, causing any subsidiary of any Respondent to file an assignment in bankruptcy and the replacement, termination or appointment of directors;
- (u) to make an assignment in bankruptcy in relation to any or all of the Respondent if, in the opinion of the Receiver, an assignment in bankruptcy in relation to any one Respondent, or all of them, will assist in the Receiver carrying out its duties;
- (v) to obtain such policy or policies of insurance as the Receiver determines appropriate for any Person acting as a director or officer of any Respondent; and
- (w) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Respondent, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that each of (i) the Respondent, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

per 30 March 2010

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondent, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

John
30 March 2010

NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE RESPONDENT OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Respondent or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondent or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Respondent, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Respondent to carry on any business which the Respondent are not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondent from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. Without limiting any other provision of this Order, no customer of the Respondent may terminate, amend or otherwise alter any agreement with the Respondent except with the written consent of the Receiver or leave of this Court.

John
30 March 2020

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondent, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Respondent or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Respondent are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Respondent's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the applicable Respondent or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

12. THIS COURT ORDERS that the Receiver, in its sole discretion, may (but shall not be obligated to) establish account(s) in its name on behalf of the Respondent for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Respondent if the Receiver determines that the opening of such accounts is appropriate.

Jim
30 March 2010

13. THIS COURT ORDERS THAT no creditor of the Respondent shall be under any obligation as a result this Order to advance or re-advance any monies or otherwise extend any credit to the Respondent.

RECEIVER TO HOLD FUNDS

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. THIS COURT ORDERS that all employees of the Respondent shall remain the employees of the applicable Respondent until such time as the Receiver, on the applicable Respondent's behalf, may terminate the employment of such employees. Nothing herein however shall prevent any employee from resigning or otherwise terminating their employment with the Respondent. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA, such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

*Just
31 March 2010*

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the applicable Respondent, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require or obligate the Receiver to occupy or to take control, care, charge, occupation, possession or management (separately and/or collectively, "Possession") of any of the Property that might, or any part thereof, which may be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other legislation, statute, regulation or rule of law or equity respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, *Canadian Environmental Protection Act, 1999*, the *Clean Water Act*, the *Clean Environment Act*, the *Clean Air Act*, and *Unsightly Premises Act* (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by

Am
30 March 2010

applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON LIABILITY

18. THIS COURT ORDERS that PWC and any party acting at its direction or on its behalf including, without limitation, any director, officer or other party appointed by the Receiver in relation to any subsidiary of the Respondent, shall incur no liability or obligation as a result of its appointment as the Receiver or the carrying out the provisions of this Order, or in the case of any party acting at the direction or on behalf of the Receiver so long as acting in such capacity, save and except for any gross negligence or wilful misconduct on the part of such party, or in respect of the Receiver's obligations under sections 81.4(5) and 81.6(3) of the BIA, or the *Wage Earners' Protection Act*, R.S.N.B. 1973, c.W-1. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Administrative Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Administrative Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. THIS COURT ORDERS the Receiver and its legal counsel shall pass its accounts

Jeff
30 March 2011

from time to time and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Court of Queen's Bench in New Brunswick in accordance with the Rules.

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees, expenses and disbursements, including legal fees and disbursements, incurred at reasonable rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

RECEIVER'S INDEMNITY CHARGE

22. THIS COURT ORDERS that the Receiver shall be entitled to and is hereby granted a charge (the "Receiver's Indemnity Charge") upon all of the Property as security for all of the obligations incurred by the Receiver including obligations arising from or incident to the performance of its duties and functions under this Order (including the management, operation and carrying on of all or part of the business of the Respondent), the *Bankruptcy and Insolvency Act* or otherwise, saving only liability arising from the gross negligence or wilful misconduct of the Receiver.
23. THIS COURT ORDERS that the Receiver's Indemnity Charge shall form a second charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA and subordinate in priority to the Administrative Charge.
24. THIS COURT ORDERS that the costs, fees, expenses and liability of the Receiver giving rise to the Administrative Charge, the Receiver's Indemnity Charge and the Receiver's Borrowings Charge (as defined below) shall be paid in the following manner unless otherwise ordered by this Court:

*John
30 March 2012*

- (a) Firstly, applying the costs incurred in the receivership proceedings specifically attributable to an individual asset or group of assets against the realizations from such asset or group of assets;
- (b) Secondly, applying the costs *pro rata* against all of the assets based on the net realization from such asset or group of assets; and
- (c) Thirdly, applying non-specific costs incurred in the receivership proceedings *pro rata* against the assets based on the net realization from such asset or group of assets.

FUNDING OF THE RECEIVERSHIP

25. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of making payments (including interim payments) required or permitted to be made by this Order (including, without limitation, payments of amounts secured by the Administrative Charge and the Receiver's Indemnity Charge). The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Indemnity Charge, the Administrative Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
26. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court on seven days notice to the Receiver and the Applicants.

Joan
30 March 2016

27. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
28. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

29. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
30. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondent.
31. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or Sweden is hereby respectfully requested to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
32. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body,

*Just
30 March 2010*

wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. THIS COURT ORDERS that the Applicants shall have their costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicants' security or, if not so provided by the Applicants' security, then on a substantial indemnity basis to be paid by the Receiver from the Respondent's estate with such priority and at such time as this Court may determine.

34. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver, the Applicants and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

35. THIS COURT ORDERS that in addition to the reports to be filed by the Receiver under the BIA or the New Brunswick *Business Corporations Act*, on the application to the Court of any secured creditor, the Receiver shall file a report of its activities with the Court.

36. THIS COURT ORDERS that the Receiver shall not be discharged without notice to such secured creditors and other parties as the Court directs.

37. This Court Orders that the following Equipment be excluded from the Receivership Order and be released to Caterpillar Financial Services Limited:

<u>Description</u>	<u>Serial Number</u>
Metso Screen Plant	SNNBC09016

38. THIS COURT ORDERS that the Directors' charge, the Administration Charge and DIP Lender's Charge created by the Initial Order in cause N/M/16/10 and amended by Order dated March 22, 2010, and the Employee Payment charge created by an Order of even date herewith are unaffected by this Order and remain valid and enforceable charges against the property of the Respondent in accordance with the terms of the Initial Order, as amended in priority to all charges created by this Order.

39. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Atlantic Standard Time on the 31st day of March 2010.

Dated at Miramichi, New Brunswick, this 30th day of March, 2010.

*John
3-31-2010*



Thomas W. Riordon

Judge of the Court of Queen's Bench of New
Brunswick

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Court of Queens Bench of New Brunswick (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.

File
2: March 2016

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

*John
Barnes 2017*



Office of the Superintendent
of Bankruptcy Canada

An Agency of
Industry Canada

Bureau du surintendant
des faillites Canada

Un organisme
d'Industrie Canada

District of NEW BRUNSWICK
Division No. 3 - Bathurst
Court No. 16257
Estate No. 51-1350478

AMENDED

In the Matter of the Bankruptcy of

ATCON INDUSTRIAL SERVICES INC.
Bankrupt

PRICEWATERHOUSECOOPERS INC.
Trustee

ORDINARY ADMINISTRATOR

Date of Bankruptcy:	April 23, 2010	Security: Nil
Date of Initial Bankruptcy Event:	April 23, 2010	
Meeting of Creditors:	May 21, 2010 at 10:00 AM Park Inn & Suites on the River 1 Jane Street Miramichi, NEW BRUNSWICK	
Chairman:	To be determined	Corporate Officer: Robert Tozer

CERTIFICATE OF APPOINTMENT

I, Francyne Hunter, Official Receiver in and for this bankruptcy district, do hereby certify:

THAT PricewaterhouseCoopers Inc., Receiver of Atcon Industrial Services Inc., so appointed by virtue of an order of the New Brunswick Court of Queen's Bench dated March 30, 2010, filed an assignment in bankruptcy under section 49 of the *Bankruptcy and Insolvency Act* of Atcon Industrial Services Inc., by virtue of Clause 3(u) of the aforementioned order of the New Brunswick Court of Queen's Bench granting the Receiver power to make an assignment in bankruptcy in relation to the Bankrupt if, in the opinion of the Receiver, an assignment in bankruptcy in relation to the Bankrupt would assist the Receiver in carrying out its duties.

THAT I appointed PricewaterhouseCoopers Inc. as trustee of the Estate of Atcon Industrial Services Inc. on April 23, 2010;

Canada

-2-

THAT Robert Tozer, Corporate Officer, or such other person who has, or has had, directly or indirectly, control in fact of the corporation as specified by the Official Receiver, is required to perform all duties imposed upon a bankrupt by the *Bankruptcy and Insolvency Act*;

THAT Robert Tozer, Corporate Officer, or such other person who has, or has had, directly or indirectly, control in fact of the corporation as specified by the Official Receiver, is to prepare and submit to the trustee, within fifteen (15) days of the date of bankruptcy, a statement of the bankrupt's affairs in the prescribed form verified by affidavit in accordance with section 158(d) of the *Bankruptcy and Insolvency Act*;

THAT Robert Tozer, Corporate Officer, or such other person who has, or has had, directly or indirectly, control in fact of the corporation as specified by the Official Receiver, is to attend the first meeting of the creditors of Atcon Industrial Services Inc., in accordance with section 158(h) of the *Bankruptcy and Insolvency Act*;

THAT the trustee is to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy;

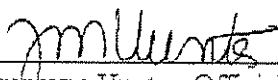
THAT the trustee is to call a first meeting of creditors, to be held at the abovementioned time and place;

THAT the trustee is to serve Robert Tozer, Corporate Officer, or such other person who has, or has had, directly or indirectly, control in fact of the corporation as specified by the Official Receiver, with a copy of this Certificate of Appointment;

THAT the trustee is to serve Robert Tozer, Corporate Officer, or such other person who has, or has had, directly or indirectly, control in fact of the corporation as specified by the Official Receiver, with a copy of the duties of a bankrupt and the bankruptcy offences pursuant to the *Bankruptcy and Insolvency Act*, in accordance with the Superintendent's Directive 26 issued August 14, 2009, and

THAT Robert Tozer, Corporate Officer, or such other person who has, or has had, directly or indirectly, control in fact of the corporation as specified by the Official Receiver, is to sign the aforementioned acknowledgment, in accordance with the Superintendent's Directive 26 issued August 14, 2009.

Date: April 26, 2010


Francyne Hunter, Official Receiver

1505 Barrington Street, 16th Floor, Halifax, Nova Scotia B3J 3K5
Telephone (902) 426-2900 / Facsimile (902) 426-7275

APPENDIX C

Atcon Industrial Services
Accounts Receivable
As at April 23, 2010

Total at 4/1/2010 Collections

Balance
before
writeoffs

Name

Atlantic Cat	16950.00		16950.00
Atlantic Ind. Serv. (NS)	11091.45		11091.45
Castle Machine Works	678.00		678.00
Castle Machine Works	1720.23		1720.23
CMC Electronics Inc.	5908.66		5908.66
Corner Brook Pulp & Paper	26442.00		26442.00
Dunbar Construction	156327.36		156327.36
Emile Senechal et Fils	4084.95		4084.95
Envirem Technologies inc.	47400.01		47400.01
Farr Canada/McCoy Corporation	5952.84		5952.84
Fraser's Papers	1815.91		1815.91
Jiffy Products (NB) Ltd.	26271.02	20414.59	5856.43
JML Optical Industries Inc.	5748.20		5748.20
Mandate Erectors & Welding Ltd.	9460.06		9460.06
Maritime Steel & Foundries	143029.60		143029.60
Michelin North America (Canada) Inc.	101722.66		101722.66
Molson Accounts Payable	5706.50		5706.50
Moosehead Breweries	7034.25		7034.25
Northeast Machine Shop	423.75		423.75
Northumberland Co-op	1073.50		1073.50
Olympic Construction	7119.30		7119.30
Potash Corp. Saskatchewan	1239219.36	465367.00	773852.36
Province of NB	52305.13		52305.13
Receiver General GST	8734.21		8734.21
Sabian Ltd.	508.50	508.50	0.00
Siemens Canada Ltd.	3361.75		3361.75
Siemens Milltronics	734.22		734.22
Southwest Forest Product	135.60		135.60
SPX Corporation	1459.69	1459.69	0.00
Standard General Inc.	108650.00		108650.00
Sunny Corner Enterprises	780.83		780.83
Survival Systems Limited	12487.00		12487.00
Valley Machine Works	5000.00		5000.00
Xstrata Canada Corp.	23684.10	16771.73	6912.37
Totals	2043020.64	504521.51	1538499.13

Alcon Industrial Services ("AIS")
All AIS leases

APPENDIX D

Lessor	Lessee	Contract	Model year	Model and description	Serial numbers
CAT	AIS	00000	2009	IS303	Metso Screen Plant
Ford	AIS		2008	Ford Truck Escape	SNNBC09016
Ford	AIS		2002	Used F250	1FMCU93118KD28839
GE	AIS	150010451677	2007	3x O'Brien Single Girder Top Running 10 Ton Overhead Crane	1FTNF20L12EC15354
GE	AIS	150010929771	2007	BTD-10.R16 Toshiba Horizontal Boring & Milling Machine	00141
GE	AIS	120005761073	2005	QTN-300.M-48" Mazak CNC Lathe	132
GE	AIS	120006094879	2006	Mazak Metal Lathe c/w All Attachments & Accessories	145182
GE	AIS	150010219774	2007	TUE-20 Toshiba Vertical Boring & Turning Mill See-Sip-06-1076 c/w (2) TA50-ST-160-JU Tool Holders; (1) TA50-BFP-300-JU Tool Holder; (1) TA50-BFP-350-JU Tool Holder	172949
GE	AIS	150010491474	2007	SFC-36-3-H551 U.A.S. Cartridge Type Dust Collector c/w (2) 7.5HP (1) 10HP/5/5/3PH Electric Fan & Motor (3) Modules	193734
GE	AIS	150010491474	2007	GA-55FF Atlas 75HP/5/5V/3PH Rotary Screw Air Compressor c/w Filter DD150	440277
GE	AIS	150010370677		Maritime Steel Assets	60061194 60061195 60061196
GE	AIS				API-508438
GE	AIS				Various

GE	AIS	150010491474	2007	PP-30-SBM Global Spray Booth Equipment c/w (2)5HP/575/3PH Electric Exhaust Fans; (1)30,000 CFM Air Make Up Unit			
GE	AIS	150010491474	2007	E-247106 PD150			
GE	AIS	150010491474	2007	287-975 Empire Blas and Recovery System			
GE	AIS	150010132970	2006	x2 O'Brien 15 Ton Double Girder Cranes			
GE	AIS	150010132970	2006	x1 O'Brien 10 Ton Single Girder Crane			
GE	AIS			Shop Mortgage			
GMAC	AIS		2007	Chevrolet Truck LT 1500		2GCEK19C071599855	00183
NATIONAL	AIS	11573000			x4 O'Brien Cranes 2 x 50ton with 2x 25 aux.	2300	
NATIONAL	AIS	11573000			x2 Koike Aranson XHD Welding Manipulator (Headstock and Tailstock)	2300	
NATIONAL	AIS	11573000			x1 Koike Aranson Positioner	2300	
NATIONAL	AIS	11573000			x1 Koike Aranson Mobile Car	2300	

New Brunswick

PPRS Search Result Report

5807600

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: New Brunswick
 Type of Search: Debtors (Enterprise)
 Search Criteria: Atcon Industrial Services Inc.
 Date and Time of Search: 2010-03-31 08:30 (Atlantic)
 Transaction Number: 5807600
 Searched By: R182536

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	13346861	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	13346960	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	12879573	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	11683117	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	11683141	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	11278314	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	14251797	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	14479026	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	14525307	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	14550099	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	14762926	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	14774061	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	14889232	ATCON INDUSTRIAL SERVICES INC.	Miramichi
*	*	14894836	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	14987069	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	15094931	ATCON INDUSTRIAL SERVICES INC.	NEWCASTLE
*	*	14039085	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	15202005	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	15262934	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	15348030	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	15822778	Atcon Industrial Services Inc.	Miramichi
*	*	16065377	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	16116816	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	16297681	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	16768681	Atcon Industrial Services Inc.	Miramichi
*	*	16859043	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	17162314	Atcon Industrial Services Inc.	Miramichi
*	*	17393356	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	17671801	ATCON INDUSTRIAL SERVICES INC.	MIRAMICHI
*	*	17998675	Atcon Industrial Services Inc.	Miramichi
*	*	18005934	Atcon Industrial Services Inc.	Miramichi
*	*	18136804	Atcon Industrial Services Inc.	Miramichi
*	*	18199901	Atcon Industrial Services Inc.	Miramichi
*	*	18434779	Atcon Industrial Services Inc.	Miramichi
	*	17595000	ATCON INDUSTRIAL SERVICES	MIRAMICHI
	*	17393356	ATCON INDUSTRIAL SERVICES INCORPORATED	MIRAMICHI
	*	17671397	ATCON INDUSTRIAL SERVICES QUEBEC INC.	MIRAMICHI

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

34 registration(s) contained information that **exactly** matched the search criteria you specified.

3 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 13346861

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	13346861	2006-03-28 15:09	2016-03-28	260278

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Amendment	13367347	2006-04-03 09:46	2016-03-28	260278
Amendment	13367362	2006-04-03 09:53	2016-03-28	260278
Amendment	14206833	2006-11-06 10:30	2016-03-28	260278
Amendment	14661409	2007-03-28 15:24	2016-03-28	NS2031-1802
Amendment	17252347	2009-03-13 09:20	2016-03-28	DGS AVP INC.
Amendment	17685587	2009-07-06 10:06	2016-03-28	DGS AVP INC.
Renewal	17685595	2009-07-06 10:07	2019-03-28	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON HOLDINGS INC.
 c/o Atcon Group
 626 Newcastle Blvd.
 Miramichi NB E1V 2L3
 Canada

Type: Enterprise
 ATCON GROUP INC.
 c/o Atcon Group
 626 Newcastle Blvd.
 Miramichi NB E1V 2L3
 Canada

Type: Enterprise
 ATCON PLYWOOD INC.
 c/o Atcon Group
 626 Newcastle Blvd.
 Miramichi NB E1V 2L3
 Canada

Type: Enterprise
 ATCON CONSTRUCTION INC.
 c/o Atcon Group
 626 Newcastle Blvd.
 Miramichi NB E1V 2L3
 Canada

Type: Enterprise
 ENVIREM TECHNOLOGIES INC.
 c/o Atcon Group
 626 Newcastle Blvd.
 Miramichi NB E1V 2L3

Canada

The Debtor below was deleted by registration number 14661409

Type: Enterprise
~~ARVIN MACHINE WORKS INC.~~
~~c/o Atcon Group~~
~~626 Newcastle Blvd.~~
~~Miramichi NB E1V 2L3~~
~~Canada~~

Type: Enterprise
TRAC INDUSTRIES LTD.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON VENEER PRODUCTS INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON MANAGEMENT SERVICES INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON CIVIL LTD.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ASPEN ENVIRONMENTAL INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON PROPERTY HOLDINGS INC.
c/o Atcon Group

626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
DYCON CONSTRUCTION LTD.
c/o Atcon Group
626 Newcastle Blvd
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON LOGISTICS INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

The Debtor below was added by registration number 14206833

Type: Enterprise
ATCON INDUSTRIAL SERVICES INC.
C/O ATCON GROUP
626 NEWCASTLE BLVD.
MIRAMICHI NB E1V 2L3
Canada

Secured Parties

The Secured Party below was deleted by registration number 17685587

Type: Enterprise
~~MC STRATUM FUND III, LIMITED PARTNERSHIP~~
~~c/o McKenna Gale Capital Inc.~~
~~145 King Street West~~
~~Suite 1220~~
~~Toronto ON M5H 1J8~~
~~Canada~~

The Secured Party below was added by registration number 17685587

Type: Enterprise
THE BANK OF NOVA SCOTIA
ATTN: DOCUMENT SERVICES
7TH FLOOR, 5251 DUKE STREET
HALIFAX NS B3J 1P3
Canada

General Collateral

All present and after acquired personal property of each debtor.

Added by registration number 13367347

A security interest is taken in all present and after acquired personal property of the debtor.

Added by registration number 13367362

A security interest is taken in all present and after acquired personal property of each debtor.

Added by registration number 17252347

The following chattels and equipment of Atcon Veneer Products Inc. are released from this registration:

General Collateral Number of Units Model Year Description SN

One Main Electric Power Entry cw Siemens substation and 2 panel boards with 32 and 16 breakers
 One HMC1175 Rosser Head Debarker cw Infeed V206H1175
 One 418 1992 Log Crane Hood 43760
 One 60 foot Barn Cleaner for Bark
 One 40 foot Barn Cleaner for Sawdust
 One Chain Conveyor for logs, 25 foot double 4 inches by 6 inches chains
 One 6 inch Long Log Cutoff Chainsaw
 One Hensel Knife 48 inch Chipper
 One Mellott Vibrating Belt Conveyor 28 foot long by 2 foot wide
 One 1999 Lot of Log Feed Equipment to Lathe
 One 7600 1999 Veneer Lathe System, charger Number 63545
 One 6290 1989 COE Veneer Drying System
 One 86 foot long by 30 foot wide Belt Conveyor for debris
 One 1MTS8610 100T 1998 Weigh Pronix Pitless Truck Scale
 One 30 foot by 30 foot Belt Conveyor for debris 82996
 One 1 ton Electric Monorail Clam Lift
 One 1 belt 50 foot long sorting table
 One 14 belt 10 foot long sorting table
 One 10 40 L Sullair Air Compressor cw dryer 135063
 One LS1875HAC Sullair Air Compressor cw dryer 003114717, 95307
 One S5742 Montgomery Hog
 One SR900 36 inch Meber Bandsaw 32305
 One Diehl Jointer 4131
 One 890 Diehl Splicer 632293
 One GRC280 1998 Fezer Guillotine
 One 1211 Lathe 8976
 One 37 inch Sherrill Sander
 One Refuse Fuelled Boiler
 One WireMatic 255 Lincoln Welder U1970808371
 One Weldpower G800 Lincoln Welder R92031A191707C
 One Eugene Euregon Nielson Machine Co. Chain Saw Grinder
 One Alfred Herbert Horizontal Milling Machine, 9 by 32 inch table
 One 1997 Reform Type 51 AR 21 H.D. Knife Grinder Lathe 6163
 One 2006 Veneer Multirip Saw Model BA1 by 53 S3VRS2006001 Max Width Veneer 54 inch; 8 Saws; one thirty two to one quarter thickness; 60 FPM to 120 FPM; Powered Saw Arbour and Feed System cw Infeed Lift Table; Outfeed Belt, Grading Belt and Grading Station One 1986 Marunaka Roll Veneer Dryer Capacity 50 inch by 24 inch; High Pressure Steam Heated Dryer, 4 Exhaust Fans with 7.5HP Motor; Temperature and Speed Control, Heating Capacity 400,000 BTU

All office equipment and all other chattels of Atcon Veneer Products Inc. presently situate on the property at Napadogan, in the Parish of Stanley, County of York and Province of New Brunswick, identified as PIDs 75229013, 75145888, 75400986, 75400978, 75162131 and 75240259, with the exception of any financial or accounting records of Atcon Veneer Products Inc.

Additional Equipment:

One 14 foot cutoff saw Wadkin RAS24080A
 One Core saw Electric Motor 9F1775M 125hp
 One Predator ACDC Gas Welder R92031A191707C 1050569
 One Autoclave
 One Stainless Steel Mixing Tank

Two Dye heaters
One Back up generator

All remaining documentation and software owned by Atcon Veneer Products Inc. and situate on the property at Napadogan, in the Parish of Stanley, County of York and Province of New Brunswick, identified as PIDs 75229013, 75145888, 75400986, 75400978, 75162131 and 75240259.

Additional Information

Added by registration number 14661409

ON AUGUST 31, 2006 ATCON CONSTRUCTION INC., ARVIN MACHINE WORKS INC., PLYMAC INC. AND THERMALOK INC. AMALGAMATED TO FORM ATCON CONSTRUCTION INC.

Registration Details for Registration Number: 13346960

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	13346960	2006-03-28 15:28	2016-03-28	260278
Amendment	13367321	2006-04-03 09:44	2016-03-28	260278
Amendment	13367388	2006-04-03 09:55	2016-03-28	260278
Amendment	14206841	2006-11-06 10:33	2016-03-28	260278
Amendment	14661417	2007-03-28 15:26	2016-03-28	NS2031-1802
Amendment	17251737	2009-03-12 16:39	2016-03-28	DGS AVP INC.
Amendment	17685603	2009-07-06 10:11	2016-03-28	DGS AVP INC.
Renewal	17685611	2009-07-06 10:12	2019-03-28	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
ATCON HOLDINGS INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON GROUP INC.

c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON PLYWOOD INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON CONSTRUCTION INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ENVIREM TECHNOLOGIES INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

The Debtor below was deleted by registration number 14661417

~~Type: Enterprise
ARVIN MACHINE WORKS INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada~~

Type: Enterprise
TRAC INDUSTRIES LTD.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON VENEER PRODUCTS INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise

ATCON MANAGEMENT SERVICES INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON CIVIL LTD.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ASPEN ENVIRONMENTAL INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON PROPERTY HOLDINGS INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
DYCON CONSTRUCTION LTD.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

Type: Enterprise
ATCON LOGISTICS INC.
c/o Atcon Group
626 Newcastle Blvd.
Miramichi NB E1V 2L3
Canada

The Debtor below was added by registration number 14206841

Type: Enterprise
ATCON INDUSTRIAL SERVICES INC.
C/O ATCON GROUP
626 NEWCASTLE BLVD.
MIRAMICHI NB E1V 2L3
Canada

Secured Parties

The Secured Party below was deleted by registration number 17685603

Type: Enterprise
~~ROYNAT CAPITAL INC.~~
~~644 Main Street~~
~~Suite 610~~
~~Moncton NB E1C 1E2~~
~~Canada~~

The Secured Party below was added by registration number 17685603

Type: Enterprise
 THE BANK OF NOVA SCOTIA
 ATTN: DOCUMENT SERVICES
 7TH FLOOR, 5251 DUKE STREET
 HALIFAX NS B3J 1P3
 Canada

General Collateral

All present and after acquired personal property of each debtor.

Added by registration number 13367321

A security interest is taken in all present and after acquired personal property of the debtor.

Added by registration number 13367388

A security interest is taken in all present and after acquired personal property of each debtor.

Added by registration number 17251737

The following chattels and equipment of Atcon Veneer Products Inc. are released from this registration:

General Collateral Number of Units Model Year Description SN

One Main Electric Power Entry cw Siemens substation and 2 panel boards with 32 and 16 breakers
 One HMC1175 Rosser Head Debarker cw Infeed V206H1175
 One 418 1992 Log Crane Hood 43760
 One 60 foot Barn Cleaner for Bark
 One 40 foot Barn Cleaner for Sawdust
 One Chain Conveyor for logs, 25 foot double 4 inches by 6 inches chains
 One 6 inch Long Log Cutoff Chainsaw
 One Hensel Knife 48 inch Chipper
 One Mellott Vibrating Belt Conveyor 28 foot long by 2 foot wide
 One 1999 Lot of Log Feed Equipment to Lathe
 One 7600 1999 Veneer Lathe System, charger Number 63545
 One 6290 1989 COE Veneer Drying System
 One 86 foot long by 30 foot wide Belt Conveyor for debris
 One 1MTS8610 100T 1998 Weigh Pronix Pitless Truck Scale
 One 30 foot by 30 foot Belt Conveyor for debris 82996
 One 1 ton Electric Monorail Clam Lift
 One 1 belt 50 foot long sorting table
 One 14 belt 10 foot long sorting table
 One 10 40 L Sullair Air Compressor cw dryer 135063
 One LS1875HAC Sullair Air Compressor cw dryer 003114717, 95307
 One S5742 Montgomery Hog
 One SR900 36 inch Meber Bandsaw 32305
 One Diehl Jointer 4131
 One 890 Diehl Splicer 632293

One GRC280 1998 Fezer Guillotine
 One 1211 Lathe 8976
 One 37 inch Sherrill Sander
 One Refuse Fuelled Boiler
 One WireMatic 255 Lincoln Welder U1970808371
 One Weldpower G800 Lincoln Welder R92031A191707C
 One Eugene Euregon Nielson Machine Co. Chain Saw Grinder
 One Alfred Herbert Horizontal Milling Machine, 9 by 32 inch table
 One 1997 Reform Type 51 AR 21 H.D. Knife Grinder Lathe 6163
 One 2006 Veneer Multirip Saw Model BA1 by 53 S3VRS2006001 Max Width Veneer 54 inch; 8 Saws;
 one thirty two to one quarter thickness; 60 FPM to 120 FPM; Powered Saw Arbour and Feed System cw
 Infeed Lift Table; Outfeed Belt, Grading Belt and Grading Station One 1986 Marunaka Roll Veneer Dryer
 Capacity 50 inch by 24 inch; High Pressure Steam Heated Dryer, 4 Exhaust Fans with 7.5HP Motor;
 Temperature and Speed Control, Heating Capacity 400,000 BTU

All office equipment and all other chattels of Atcon Veneer Products Inc. presently situate on the property
 at Napadogan, in the Parish of Stanley, County of York and Province of New Brunswick, identified as
 PIDs 75229013, 75145888, 75400986, 75400978, 75162131 and 75240259, with the exception of any
 financial or accounting records of Atcon Veneer Products Inc.

Additional Equipment:

One 14 foot cutoff saw Wadkin RAS24080A
 One Core saw Electric Motor 9F1775M 125hp
 One Predator ACDC Gas Welder R92031A191707C 1050569
 One Autoclave
 One Stainless Steel Mixing Tank
 Two Dye heaters
 One Back up generator

All remaining documentation and software owned by Atcon Veneer Products Inc. and situate on the
 property at Napadogan, in the Parish of Stanley, County of York and Province of New Brunswick,
 identified as PIDs 75229013, 75145888, 75400986, 75400978, 75162131 and 75240259.

Additional Information

Added by registration number 14661417

ON AUGUST 31, 2006 ATCON CONSTRUCTION INC., ARVIN MACHINE WORKS INC., PLYMAC INC.
 AND THERMALOK INC. AMALGAMATED TO FORM ATCON CONSTRUCTION INC.

Registration Details for Registration Number: 12879573

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	12879573	2005-11-01 09:26	2009-11-01	
Renewal	12987384	2005-12-02 10:59	2010-11-01	

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Amendment	14251698	2006-11-20 16:58	2010-11-01	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ARVIN MACHINE WORKS INC.
 TOZER, ROBERT
 OWNER
 170 WALSH AVENUE
 MIRAMICHI NB E1N3W4
 Canada

The Debtor below was added by registration number 14251698

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 TOZER, ROBERT
 OWNER
 170 WALSH AVENUE
 MIRAMICHI NB E1N3W4
 Canada

Secured Parties

Type: Enterprise
 GE CANADA EQUIPMENT FINANCING G.P.
 HIGGINS, JANET R.
 ADM. MGR.
 BUREAU/SUITE 204
 239 AV BROWNLOW
 DARTMOUTH NS B3B 2B2
 Canada
 Phone #: 902-468-8266
 Fax #: 902-468-8270

General Collateral

(1) 2003 MATSURRA CNC HORIZONTAL MACHINING CENTER MODEL H PLUS 300 SERIAL #030315330
 C/W, G-TECH CNC CONTROLS, COOLANT THROUGH SPINDLE, TRANSFORMER, LIFT-UP CHIP CONVEYOR, HANDYMAN SOFTWARE PACKAGE WITH NIKKEN TOUCH PROBE, AND ALL OTHER ATTACHMENTS.

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO

THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.
 PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES ."

Registration Details for Registration Number: 11683117

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	11683117	2004-11-22 15:00	2010-11-22	150008961574
Amendment	14251706	2006-11-20 16:59	2010-11-22	150008961574

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ARVIN MACHINE WORKS INC.
 TOZER, ROBERT
 170 AV WALSH
 MIRAMICHI NB E1N 3W4
 Canada

The Debtor below was added by registration number 14251706

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 TOZER, ROBERT
 170 AV WALSH
 MIRAMICHI NB E1N 3W4
 Canada

Secured Parties

Type: Enterprise
 GE CANADA EQUIPMENT FINANCING G.P.
 HIGGINS, JANET R.
 ADM. MGR.
 BUREAU/SUITE 204

239 AV BROWNLOW
 DARTMOUTH NS B3B 2B2
 Canada
 Phone #: 902-468-8266
 Fax #: 902-468-8270

General Collateral

(1) 2001 MATSUURA CNC HORIZONTAL MACHINING CENTER MODEL H PLUS-405
 SERIAL #010014784 C/W G-TECH 840DI CND CONTROL

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES ."

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
010014784	Motor Vehicle	2001 MATSUURA MACHINING CENTER HPLUS-405	11683117	

Registration Details for Registration Number: 11683141

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	11683141	2004-11-22 15:04	2010-11-22	150008961574
Amendment	14251748	2006-11-20 17:00	2010-11-22	150008961574

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ARVIN MACHINE WORKS INC.
 TOZER, ROBERT

170 AV WALSH
MIRAMICHI NB E1N 3W4
Canada

The Debtor below was added by registration number 14251748

Type: Enterprise
ATCON INDUSTRIAL SERVICES INC.
TOZER, ROBERT
170 AV WALSH
MIRAMICHI NB E1N 3W4
Canada

Secured Parties

Type: Enterprise
GE CANADA EQUIPMENT FINANCING G.P.
HIGGINS, JANET R.
ADM. MGR.
BUREAU/SUITE 204
239 AV BROWNLOW
DARTMOUTH NS B3B 2B2
Canada
Phone #: 902-468-8266
Fax #: 902-468-8270

General Collateral

- (1) 1999 MATSUURA CNC HORIZONTAL MACHINING CENTER MODEL ES-450HII
SERIAL #990213520 C/W FANUC 181M CNC CONTROL MODEL SH-500/40
- (2) 1999 MORI SEIKI HORIZONTAL MACHINING CENTER TAG N-07-4345 & N-07-4346
SERIAL #905 & #1086

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER

DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES ."

Registration Details for Registration Number: 11278314

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	11278314	2004-07-27 10:47	2010-07-27	150008790370
Amendment	14251755	2006-11-20 17:01	2010-07-27	150008790370

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ARVIN MACHINE WORKS INC.
 TOZER, ROBERT
 170 AV WALSH
 MIRAMICHI NB E1N 3W4
 Canada

The Debtor below was added by registration number 14251755

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 TOZER, ROBERT
 170 AV WALSH
 MIRAMICHI NB E1N 3W4
 Canada

Secured Parties

Type: Enterprise
 GE CANADA EQUIPMENT FINANCING G.P.
 HIGGINS, JANET R.
 ADM. MGR.
 BUREAU/SUITE 306
 1597 BEDFORD HWY
 BEDFORD NS B4A 1E7
 Canada
 Phone #: 902-832-7882
 Fax #: 802-832-7874

General Collateral

- (1) 1999 MATSUURA CNC HORIZONTAL MACHINING CENTER MODEL ES-450HII
 SERIAL #: 990213520 C/W FANUC 18IM CNC CONTROL
- (2) 1999 MORI SEIKI HORIZONTAL MACHINING CENTER MODEL SH-500/40 TAG N-07-4345
 SERIAL #: 905 ; TAG N-07-4346 SERIAL #: 1086

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO

THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES."

Registration Details for Registration Number: 14251797

Province or Territory: New Brunswick

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	14251797	2006-11-20 17:07	2015-11-20	150010126474

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 TOZER, ROBERT
 PRESIDENT
 626 NEWCASTLE BLVD.
 MIRAMICHI NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 GE CANADA EQUIPMENT FINANCING G.P.
 HIGGINS, JANET R.
 ADM. MGR.
 BUREAU/SUITE 204
 239 AV BROWNLOW
 DARTMOUTH NS B3B 2B2
 Canada
 Phone #: 902-468-8266
 Fax #: 902-468-8270

General Collateral

(2) 2006 O'BRIEN 15 TON DOUBLE GIRDER CRANES
 (1) 2006 O'BRIEN 10 TON SINGLE GIRDER CRANE

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES

AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES.

Registration Details for Registration Number: 14479026

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	14479026	2007-02-01 15:50	2011-02-01	869913-GM1
Discharge	18503722	2010-03-10 14:01	2011-02-01	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
ATCON INDUSTRIAL SERVICES INC.
626 NEWCASTLE BLVD
MIRAMICHI NB E1V 2L3
Canada

Type: Enterprise
ATCON CONSTRUCTION INC.
626 NEWCASTLE BLVD
MIRAMICHI NB E1V 2L3
Canada

Secured Parties

Type: Enterprise
GMAC Leaseco Corporation
210 - 255 Lacewood Drive
Halifax NS B3M 4G2
Canada

General Collateral

AND ALL PROCEEDS THEREFROM

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GCEK19V97Z145144	Motor Vehicle	2007 CHEVROLET SILVERADO	14479026	

Registration Details for Registration Number: 14525307

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	14525307	2007-02-15 16:00	2016-02-15	150010219774

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 TOZER, ROBERT
 PRESIDENT
 626 NEWCASTLE BLVD.
 MIRAMICHI NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 GE CANADA EQUIPMENT FINANCING G.P.
 KELLY, JANET R.
 ADM. MGR.
 BUREAU/SUITE 204
 239 AV BROWNLOW
 DARTMOUTH NS B3B 2B2
 Canada
 Phone #: 902-468-8266
 Fax #: 902-468-8270

General Collateral

(1)2007 TOSHIBA VERTICAL MODEL TUE-20 BORING & TURNING MILL SEE-SIP-
 06-1076 S#440277
 C/W (2)TA50-ST-160-JU TOOL HOLDERS
 (1)TA50-BFP-300-JU TOOL HOLDER
 (1)TA50-BFP-350-JU TOOL HOLDER

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND
 AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES
 AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS,

EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES .

Registration Details for Registration Number: 14550099

Province or Territory: New Brunswick

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	14550099	2007-02-23 13:36	2015-02-23	150010126474

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 TOZER, ROBERT
 PRESIDENT
 626 NEWCASTLE BLVD.
 MIRAMICHI NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 GE CANADA LEASING SERVICES COMPANY
 KELLY, JANET R.
 ADM. MANAGER
 239 Brownlow Ave., Suite 204
 Dartmouth NS B3B 2B2
 Canada
 Phone #: 902-468-8266
 Fax #: 902-468-8270

General Collateral

(1) 2005 MAZAK CNC LATHE MODEL QTN-300.M-48" S#172949

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES

AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES .

Registration Details for Registration Number: 14762926

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	14762926	2007-04-24 15:56	2011-04-24	887034-GM1

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
ATCON INDUSTRIAL SERVICES INC.
626 NEWCASTLE BLVD
MIRAMICHI NB E1V 2L3
Canada

Type: Enterprise
ATCON CONSTRUCTION INC.
626 NEWCASTLE BLVD
MIRAMICHI NB E1V 2L3
Canada

Secured Parties

Type: Enterprise
GMAC Leaseco Corporation
210 - 255 Lacewood Drive
Halifax NS B3M 4G2
Canada

General Collateral

AND ALL PROCEEDS THEREFROM

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GCEK19C07Z550548	Motor Vehicle	2007 CHEVROLET SILVERADO	14762926	

Registration Details for Registration Number: 14774061

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	14774061	2007-04-26 14:16	2012-04-26	150010370677

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 TOZER, ROBERT
 PRESIDENT
 626 NEWCASTLE BLVD.
 MIRAMICHI NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 GE CANADA EQUIPMENT FINANCING G.P.
 KELLY, JANET R.
 ADM. MGR.
 BUREAU/SUITE 204
 239 AV BROWNLOW
 DARTMOUTH NS B3B 2B2
 Canada
 Phone #: 902-468-8266
 Fax #: 902-468-8270

General Collateral

- WHEELABRATOR SHOT BLAST WITH 70 FOOT CONVEYOR ON EACH END, DUST COLLECTOR AND STEEL BUILDING 30 X 30, MANUFACTURED BY U.S. FILTER/BCP, YEAR 1999, MODEL DE00036, S#2260
- CNC PLATE BURNING MACHINE 12 X 150, HYPERTHERM HT2000LHF PLASMA BURNING HEAD AND (5) OXY-ACETYLENE HEADS, BURNY 5 PLASMA CONTROL, YEAR 1999.
- CNC PLATE BURNING TABLE 10 X 63, WITH (6) OXY-ACETYLENE HEADS, MG SYSTEM 80 CONTROL, YEAR 1991, MANUFACTURED BY MG INDUSTRIES, S#TMC 3510L 2277
- GANTRY SUBMERGED ARC WELDER, 11' BEAM WIDTH CAPACITY
- TWIN DART GANTRY GIRDER WELDER 12 X 150 MANUFACTURED BY OGDEN
- TWIN DART GANTRY GIRDER WELDER 12 X 150 MANUFACTURED BY OGDEN

- GANTRY GIRDER WELDER 12 X 100
- MUNCK 30 TON OVERHEAD CRANE, RADIO CONTROL, S#992734
- MUNCK 30 TON OVERHEAD CRANE, RADIO CONTROL, S#992735
- MUNCK 20 TON OVERHEAD CRANE, RADIO CONTROL, S#992736
- MUNCK 20 TON OVERHEAD CRANE, RADIO CONTROL, S#992737
- DEMAG 20 TON OVERHEAD CRANE, RADIO CONTROL, S#102063
- DEMAG 20 TON OVERHEAD CRANE, RADIO CONTROL, S#000010263
- DEMAG 30 TON OVERHEAD CRANE, S#80415
- 125 TON LINK BELT MOBILE CRANE, MODEL #HC-238, LIC. # GT-25356 S#22G759IA
- RENNER TRAVEL LIFT 35 TON CRANE, MODEL #RHP 70, S#70RHP008
- DROTT TRAVEL LIFT 32.5 TON CRANE, MODEL #650AI, S#3081
- 625 FOOT CRANE RUNWAY FOR 4 MUNCK CRANES. INCLUDE 4 SYSTEM PIPING (CARBON DIOXIDE, PROPANE GAS, OXYGEN, COMPRESSED AIR) AND ALL EXTENDED BOOMS FOR WIRE FEEDERS.
- PEARSON PLATE SHEAR 10 FOOT WIDE, S#700601
- PEDDINGHAUS CNC PUNCH WITH FAGOR CNC CONTROL, YEAR 1991, MODEL FABRIPUNCH 1520, S#F-11-54-30
- CINCINNATI PRESS BRAKE - 150 TON, 14 FOOT WIDE, SERIES 9, S#29739
- QUICKMILL CNC DRILL, CAP 8 X 14 PLATE, MODEL 96-180-16
- CINCINNATI RADIAL DRILL - 6 FOOT ARM, S#6E 395
- BERTSH BENDING MACHINE, BULLDOZER TYPE C
- PIRANHA IRONWORKER, S#P4-236
- WHITNEY PUNCH 2 LINE FOR BEAMS
- END MILLING MACHINE - 40" X 60" H
- BOLDRINI BEAM ROLLING AND BENDING MACHINE, S#7845
- 2 ALL POSITION BURNING MACHINES - PORTABLE
- 7 HOUGEN MAGNETIC BASED DRILLING MACHINES
- 5 HEATH ALL POSITION DRILLS
- SHOP AIR COMPRESSOR
- 5 WIRE FEEDERS ON EXTENDED BOOMS
- 6 WIRE FEEDERS
- APROX 30 WELDING MACHINES
- 3 SUB ARC TRACK WELDING MACHINES
- 5 ROD OVENS
- NELSON STUD WELDER
- ODGEN GIRDER STIFFENER WELDER
- APPROX 20 LIFTING BEAMS
- MISC. CHAINS, SLINGS ETC.

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES.

Registration Details for Registration Number: 14889232

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	14889232	2007-05-23 16:36	2012-05-23	106/1133 RFG
Renewal	17668575	2009-06-30 11:11	2020-05-23	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 626 Newcastle Boulevard
 Miramichi NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 THE BANK OF NOVA SCOTIA
 Halifax Business Support Centre
 5201 Duke Street
 Halifax NS B3J 1N9
 Canada

General Collateral

A security interest is taken in all present and after-acquired personal property of the Debtor and all proceeds that are present or after-acquired personal property.

Registration Details for Registration Number: 14894836

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	14894836	2007-05-24 15:52	2011-05-24	895564-GM1

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise

ATCON INDUSTRIAL SERVICES INC.
626 NEWCASTLE BLVD
MIRAMICHI NB E1V 2L3
Canada

Secured Parties

Type: Enterprise
GMAC Leaseco Corporation
210 - 255 Lacewood Drive
Halifax NS B3M 4G2
Canada

General Collateral

AND ALL PROCEEDS THEREFROM

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2GCEK19C071599855	Motor Vehicle	2007 CHEVROLET SILVERADO	14894836	

Registration Details for Registration Number: 14987069

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	14987069	2007-06-14 10:18	2016-06-14	150010451677

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
ATCON INDUSTRIAL SERVICES INC.
TOZER, ROBERT
PRESIDENT
626 NEWCASTLE BLVD.
MIRAMICHI NB E1V 2L3
Canada

Secured Parties

Type: Enterprise
GE CANADA EQUIPMENT FINANCING G.P.
KELLY, JANET R.
ADM. MGR.
BUREAU/SUITE 204

239 AV BROWNLOW
 DARTMOUTH NS B3B 2B2
 Canada
 Phone #: 902-468-8266
 Fax #: 902-468-8270

General Collateral

(1) 2007 O'BRIEN SINGLE GIRDER TOP RUNNING 10 TON OVERHEAD CRANE
 S#0132

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES.

Registration Details for Registration Number: 15094931

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	15094931	2007-07-11 09:33	2017-07-11	NB101085-13

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 626 NEWCASTLE BLVD.
 NEWCASTLE NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 GENERAL ELECTRIC CANADA REAL ESTATE FINANCE INC.
 1 PLACE VILLE-MARIE
 SUITE 1401

MONTREAL PQ H3B 2B2
Canada

Type: Enterprise
GE CANADA EQUIPMENT FINANCING G.P.
1 PLACE VILLE-MARIE
SUITE 1401
MONTREAL PQ H3B 2B2
Canada

General Collateral

THE DEBTOR'S PRESENT OR AFTER ACQUIRED PERSONAL PROPERTY WHICH RELATES EXCLUSIVELY TO, IS USED OR ACQUIRED IN CONNECTION WITH OR DERIVED FROM THE REAL ESTATE PROPERTY MUNICIPALLY KNOWN AS 67B GENERAL MANSON WAY, MIRAMICHI, NEW BRUNSWICK, E1N 6K6, AND LEGALLY DESCRIBED ON SERVICE NEW BRUNSWICK'S PLANET REAL ESTATE DATABASE AS PID NO. 40489577 (THE "PROPERTY") INCLUDING SPECIFICALLY RENTS, LEASES, INSURANCE OR EXPROPRIATION (CONDEMNATION) PROCEEDS RELATED TO THE PROPERTY, FIXTURES, WHICH COMPRISE HEATING, PLUMBING, VENTILATING AND AIR CONDITIONING SYSTEMS, AND OTHER BUILDING SYSTEMS TOGETHER WITH ALL PROCEEDS THEREOF...

Registration Details for Registration Number: 14039085

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	14039085	2006-09-19 18:14	2012-09-19	
Amendment	14316442	2006-12-08 11:59	2012-09-19	
Amendment	14634463	2007-03-21 11:50	2012-09-19	
Amendment	15196470	2007-08-03 17:36	2012-09-19	
Amendment	16990269	2008-12-09 11:58	2012-09-19	
Renewal	18152942	2009-11-12 10:57	2015-09-19	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
TRAC INDUSTRIES INC.
626 NEWCASTLE BLVD
MIRAMICHI NB E1V 2L3
Canada

The Debtor below was added by registration number 15196470

Type: Enterprise
ATCON INDUSTRIAL SERVICES INC.
626 NEWCASTLE BLVD
MIRAMICHI NB E1V 2L3
Canada

Secured Parties

The Secured Party below was deleted by registration number 16990269

Type: Enterprise
ABN-AMRO LEASING
5515 NORTH SERVICE RD.
BURLINGTON ON L7L 6G4
Canada

The Secured Party below was deleted by registration number 16990269

Type: Enterprise
ABN-AMRO BANK N.V., CANADA BRANCH
5515 NORTH SERVICE RD.
BURLINGTON ON L7L 6G4
Canada

The Secured Party below was added by registration number 16990269

Type: Enterprise
Royal Bank of Canada
180 Wellington Street West, 5th Floor
Toronto ON M5J 1J1
Canada

The Secured Party below was added by registration number 16990269

Type: Enterprise
Royal Bank of Canada
5515 North Service Road, Suite 201
Burlington ON L7L 6G4
Canada

General Collateral

ONE (1) ANGLEMASTER MODEL AFPCS 643 0 S/N 48094 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Added by registration number 14316442

ONE (1) Quiet Glide Standard Duty Loaders End Drive (46'-0" Long) Consisting of (5) Stand Assemblies, (1) Drive, (1) 5' Drive shaft and (1) 10' drive shaft, (1) 20 GPM Power unit, (2) loader consolettes, ONE (1) 72'-0" Drill/Saw Entry Standard Duty Roller Modules 52" Wide consisting of, (1) 2' module and (2) 5' module, (6) 10'-0" modules, (6) hydraulic drives, (1) material stop, (2) 20" Spacers, (13) end caps. ONE (1) Model 1140-510 Structural Band Saw Cut c/w all standard equipment including Lift & Kneel, Laser

Line, Chip conveyor 90 degree cut S/N 17463, Note, the PCD 1100 Drill will control the 1140-51 Band-Saw, ONE (1) PCD 1100/3 Structural Drilling Machine c/w all standard equipment including Signoscript S/N 58334, ONE (1) 65'-0" Drill/Saw Exit Standard Duty Roller Modules 52" Wide consisting of: (1) 5' - 0" modules and (6) 10'-0" modules, (2) hydraulic drives, (1) material stop, (6) 20" spacers, (1) end cap, ONE (1) Quiet Glide Standard Duty Transfer End Drive (20'-0" Long) Consisting of (5) stand assemblies, (1) drive, (1) 5' drive shaft and (2) 10' drive shafts, (1) 20' drive shaft, (1) consolettes, 145'-0" Drill/Saw Bypass Line Standard duty Roller Modules 52" Wide Consisting of, (3) 5' -0" module and (13) 10'-0" modules, (6) hydraulic drives, (2) material stop, (10) 20" Spacers, (10) end caps, ONE (1) Anglemaster Model AFPCS 643 0 c/w all standard equipment double tool including 60'-0" infeed & 271/272 Tooling (10) Signoscript, (10) Powered Material Advance, (1) Large Punch & die tooling package S/N 48094

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Added by registration number 14634463

ONE (1) 20' (6 METER) UNLOADER FOR EXISTING ANGLEMASTER AFPS 643 0 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
48094	Motor Vehicle	ANGLEMASTER AFPCS 643 0	44039085	14316442

Additional Information

Added by registration number 14316442

THE GENERAL COLLATERAL SECTION HAS BEEN AMENDED

Added by registration number 14634463

THE GENERAL COLLATERAL SECTION HAD BEEN AMENDED

Added by registration number 16990269

All rights of ABN AMRO Leasing and ABN AMRO Bank N.V., Canada Branch under the security interests which are the subject of this registration have been acquired by Royal Bank of Canada.

Registration Details for Registration Number: 15202005

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	15202005	2007-08-07 15:32	2011-08-07	914996-GM1

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 626 NEW CASTLE BLVD
 MIRAMICHI NB E1V 2L3
 Canada

Type: Enterprise
 ATCON CONSTRUCTION INC.
 626 NEWCASTLE BLVD
 MIRAMICHI NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 GMAC Leaseco Corporation
 210 - 255 Lacewood Drive
 Halifax NS B3M 4G2
 Canada

General Collateral

AND ALL PROCEEDS THEREFROM

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GTDT13E478239276	Motor Vehicle	2007 GMC CANYON	15202005	

Registration Details for Registration Number: 15262934

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	15262934	2007-08-22 15:47	2011-08-22	919035-GM1

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 626 NEWCASTLE BLVD
 MIRAMICHI NB E1V 2L3
 Canada

Type: Enterprise
 ATCON CONSTRUCTION INC.
 626 NEWCASTLE BLVD
 MIRAMICHI NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 GMAC Leaseco Corporation
 210 - 255 Lacewood Drive
 Halifax NS B3M 4G2
 Canada

General Collateral

AND ALL PROCEEDS THEREFROM

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2GCEK19CX71607508	Motor Vehicle	2007 CHEVROLET SILVERADO	15262934	

Registration Details for Registration Number: 15348030

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	15348030	2007-09-13 15:09	2013-09-13	150010491474

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 TOZER, ROBERT
 PRESIDENT

626 NEWCASTLE BLVD.
MIRAMICHI NB E1V 2L3
Canada

Secured Parties

Type: Enterprise
GE CANADA EQUIPMENT FINANCING G.P.
KELLY, JANET R.
ADM. MGR.
BUREAU/SUITE 204
239 AV BROWNLOW
DARTMOUTH NS B3B 2B2
Canada
Phone #: 902-468-8266
Fax #: 902-468-8270

General Collateral

- (1) 2007 U.A.S. CARTRIDGE TYPE DUST COLLECTOR MODEL SFC-36-3-H551
S#60061194; #60061195; #60061196
C/W (2)7.5HP (1)10HP/575/3PH ELECTRIC FAN & MOTOR (3)MODULES
- (1) 2007 GLOBAL SPRAY BOOTH EQUIPMENT MODEL PP-30-SBM
C/W (2)5HP/575/3PH ELECTRIC EXHAUST FANS; (1)30,000 CFM AIR
MAKE UP UNIT
- (1) 2007 ATLAS 75HP/575V/3PH ROTARY SCREW AIR COMPRESSOR MODEL
E-247106 S#API0508438 C/W FILTER DD150; PD150
- (1) 2007 EMPIRE BLAST AND RECOVERY SYSTEM MODEL 287-975 S#88689
C/W 6.5 CU FT BLAST POT
- (1) 2007 GRACO 30:1 SPRAY AIRLESS SPRAYER PACKAGE LTX RAC X
C/W ALL ATTACHMENTS AND ACCESSORIES

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES .

Registration Details for Registration Number: 15822778

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	15822778	2008-02-07 16:11	2018-02-07	Atcon

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 Atcon Industrial Services Inc.
 Tozer, Robert W.
 President
 626 Newcastle Blvd.
 Miramichi NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 Her Majesty the Queen in Right of the Province of New Brunswick as represented by the
 Minister of Business New Brunswick
 Watt, John
 Financial Programs Officer
 Centennial Building
 670 King Street
 Fredericton NB E3B 5H1
 Canada
 Phone #: 506-444-5184
 Fax #: 506-453-5893

General Collateral

General Security Agreement dated February 4, 2008

Description of Collateral:

1. The undertaking of the Corporation and in all of the Corporation's present and after acquired property, including, without limitation, in all goods (including all parts accessories, attachments, special tools, additions and accessions thereto), chattel paper, documents of title (whether negotiable or not), instruments, intangibles, money and securities now owned or hereafter owned or acquired by or on behalf of the Corporation (including such as may be returned to or repossessed by the Corporation), and in all proceeds thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or acquired by or on behalf of the Corporation:

- (a) all inventory of whatever kind and wherever situate;
- (b) all equipment of whatever kind and wherever situate including, without limiting the generality of the foregoing, all machinery, tools, apparatus, furniture, fixtures and vehicles and any specific assets acquired with the proceeds of the loan;
- (c) all accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured, including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owed by the Corporation ("Debts");

(d) all documents, writings, papers, books of account and other books relating to or being records of Debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(e) all intangibles including contractual rights and insurance claims and all goodwill, patents, trademarks, copy rights and other industrial property, hereinafter collectively referred to as "Intellectual Property".

2. The Security interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore and upon the enforcement of the Security interest, the Corporation shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

3. The terms "accession", "account", "chattel paper", "document of title", "financing statement", "financing change statement", "goods", "instrument", "intangible", "inventory", "money", "personal property", "proceeds", "security" and "security interest", whenever used herein shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act, Acts of New Brunswick, 1993, Chapter P-7.1, as amended from time to time, which Act, including amendments thereto and any Act substituted therefore and amendments thereto is herein referred to as the "PPSA"; Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

Registration Details for Registration Number: 16065377

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	16065377	2008-04-17 10:40	2015-04-17	120006094879

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
ATCON INDUSTRIAL SERVICES INC.
TOZER, ROBERT
PRESIDENT
626 NEWCASTLE BLVD.
MIRAMICHI NB E1V 2L3
Canada

Secured Parties

Type: Enterprise
GE CANADA LEASING SERVICES COMPANY
KELLY, JANET R.
ADM. MANAGER

239 Brownlow Ave., Suite 204
 Dartmouth NS B3B 2B2
 Canada
 Phone #: 902-468-8266
 Fax #: 902-468-8270

General Collateral

(1) 2006 MAZAK METAL LATHE S#193734 c/w ALL ATTACHMENTS & ACCESSORIES

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES.

Registration Details for Registration Number: 16116816

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	16116816	2008-04-29 13:56	2017-04-29	150010928775

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 TOZER, ROBERT
 PRESIDENT
 626 NEWCASTLE BLVD.
 MIRAMICHI NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 GE CANADA EQUIPMENT FINANCING G.P.
 KELLY, JANET R.

ADM. MGR.
 BUREAU/SUITE 204
 239 AV BROWNLOW
 DARTMOUTH NS B3B 2B2
 Canada
 Phone #: 902-468-8266
 Fax #: 902-468-8270

General Collateral

(1) 2007 TOSHIBA HORIZONTAL BORING & MILLING MACHINE MODEL LTD-10.R16
 S#145182

THE GOODS DESCRIBED HEREIN, WHEREEVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.

PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES.

Registration Details for Registration Number: 16297681

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	16297681	2008-06-06 13:23	2014-06-06	2417850

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 626 NEWCASTLE BLVD
 MIRAMICHI NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 NATIONAL LEASING GROUP INC

1558 WILLSON PL
 WINNIPEG MB R3T 0Y4
 Canada
 Phone #: 204-954-9000
 Fax #: 204-478-4244

General Collateral

ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2417850 BETWEEN EXECUTIVE OFFICE SYSTEMS INC., AS ORIGINAL LESSOR AND THE DEBTOR, AS LESSEE, WHICH LEASE WAS ASSIGNED BY THE ORIGINAL LESSOR TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

Registration Details for Registration Number: 16768681

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	16768681	2008-10-01 16:01	2013-10-01	1016613-FC1

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 Atcon Industrial Services Inc.
 626 Newcastle Blvd
 Miramichi NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 Ford Credit Canada Limited
 PO Box 2400
 Edmonton AB T5J 5C7
 Canada

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1FMCU93118KD28839	Motor Vehicle	2008 Ford Escape	16768681	

Registration Details for Registration Number: 16859043

New Brunswick

PPRS Search Result Report

5807600

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	16859043	2008-10-28 11:50	2013-10-28	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 67 GENERAL MANSION WAY
 MIRAMICHI NB E1N 6K6
 Canada

Secured Parties

Type: Enterprise
 NATIONAL CITY COMMERCIAL CAPITAL, A DIVISION OF NATIONAL CITY BANK,
 CANADA BRANCH
 2140-130 KING STREET WEST
 TORONTO ON M5X 1E4
 Canada

General Collateral

4 (FOUR) O'BRIEN CRANES, 2 (TWO) KOIKE LASER SEAM TRAK MODEL XHD AND 1 (ONE) KOIKE 16H 16T-PE, FA, SB, MSB WITH RAIL S/N 45239.

Registration Details for Registration Number: 17162314

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	17162314	2009-02-10 15:48	2014-02-10	SM017994.1

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 Atcon Industrial Services Inc.

626 Newcastle Boulevard
 Miramichi NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 Canadian Measurement-Metrology Inc.
 2433 Meadowvale Boulevard
 Mississauga ON L5N 5S2
 Canada

General Collateral

Pre-Owned DEA DELTA 3406 DCC Gantry CMM
 Brown & Sharpe Control System DCC
 Renishaw Motorized PH10M Probe Head
 Renishaw TP2 Touch Trigger Probe
 Stylus Kit
 Requalification Artifact
 PC-DMIS CAD++4.3 Measuring Software
 Dell Desktop Pentium Computer System
 Powerware UPS
 PowerVar Power Conditioner
 SMC Air Dryer

Together with all parts, accessories, attachments, special tools and additions thereto and all proceeds thereof and substitutions therefore of whatsoever kind including all goods, documents of title, chattel paper, securities, instruments, money or intangibles of the debtor.

Registration Details for Registration Number: 17393356

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	17393356	2009-04-23 09:34	2015-04-23	298162

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 626 NEWCASTLE BLVD
 MIRAMICHI NB E1V 2L3
 CANADA

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INCORPORATED
 626 NEWCASTLE BLVD
 MIRAMICHI NB E1V 2L3
 CANADA

Secured Parties

Type: Enterprise
 CATERPILLAR FINANCIAL SERVICES LIMITED
 5575 NORTH SERVICE ROAD, SUITE 600
 BURLINGTON ON L7L 6M1
 CANADA

General Collateral

ONE NEW 2009 METSO SCREEN PLANT, MODEL IS303 S/N SNNBC09016 .TOGETHER WITH ALL
 ACCESSIONS AND PROCEEDS INCLUDING GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER,
 SECURITY, INSTRUMENTS, MONEY OR INTANGIBLES OR ANY OTHER PERSONAL PROPERTY
 RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS ARE SOLD, COLLECTED, DEALT WITH OR
 OTHERWISE DISPOSED OF.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
SNNBC09016	Motor Vehicle	2009 METSO IS303	17393356	

Registration Details for Registration Number: 17671801

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	17671801	2009-06-30 16:04	2019-06-30	1588-81

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES INC.
 626 NEWCASTLE BOULEVARD
 MIRAMICHI NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 THE BANK OF NOVA SCOTIA

ATTN: DOCUMENT SERVICES
 7TH FLOOR, 5251 DUKE STREET
 HALIFAX NS B3J 1P3
 Canada

General Collateral

A security interest is taken in all of the Debtor's present and after-acquired personal property.

Additional Information

This registration is made in respect of Term Loan Facility D under the Credit Agreement dated as of June 30, 2009 between the Secured Party, the Debtor and others.

Registration Details for Registration Number: 17998675

Province or Territory: New Brunswick
 Registration Type: Creditors Relief Act Notice of Judgment

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	17998675	2009-09-28 12:30	2011-09-28	99-806

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Court Information

Registration Number	Amount	Judgment Date	Court File Number	Court and Judicial District/Centre
17998675	158753.03	2009-09-25	M/C/0572/09	Court of Queen's Bench of New Brunswick Trial Div. Moncton

Judgment Debtors

Type: Enterprise
 Atcon Industrial Services Inc.
 Ledwell, Mark
 V.P., Counsel
 626 Newcastle Blvd.
 Miramichi NB E1V 2L3
 Canada

Judgment Creditors

Type: Enterprise
 Precision Flamecutting and Steel Inc.
 Poirier, Esq., c/o Michel
 Solicitor
 633 Main St.
 Suite 410
 Moncton NB E1C 9X9
 Canada

Phone #: 506-382-1400
Fax #: 506-382-1404

General Collateral

All present and after acquired personal property. Tous les biens personnels actuels ou acquis ultérieurement.

Registration Details for Registration Number: 18005934

Province or Territory: New Brunswick
Registration Type: Creditors Relief Act Notice of Judgment

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	18005934	2009-09-29 14:59	2010-09-29	96946

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Court Information

Registration Number	Amount	Judgment Date	Court File Number	Court and Judicial District/Centre
18005934	59572.95	2009-09-16	MC061909	Court of Queen's Bench of New Brunswick Trial Div. Moncton

Judgment Debtors

Type: Enterprise
Atcon Industrial Services Inc.
626 Newcastle Boulevard
Miramichi NB E1V 2L3
Canada

Judgment Creditors

Type: Enterprise
Amcan Jumar Inc.
c/o Basque, René J.
Solicitor
900 Main Street, 2nd Floor
Moncton NB E1C 1G4
Canada
Phone #: 506-854-4040
Fax #: 506-854-4044

General Collateral

All present and after acquired personal property. Tous les biens personnels actuels ou acquis ultérieurement.

Registration Details for Registration Number: 18136804

Province or Territory: New Brunswick

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	18136804	2009-11-05 20:44	2019-11-05	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 Atcon Industrial Services Inc.
 626, Newcastle Boulevard
 Miramichi NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 GE Canada Equipment Financing G.P.
 1250, Rene-Levesque West, Suite 1100
 Montreal PQ H3B 4W8
 Canada

Type: Enterprise
 GE Canada Leasing Services Company
 1250, Rene-Levesque West, Suite 1100
 Montreal PQ H3B 4W8
 Canada

Type: Enterprise
 General Electric Canada Equipment Finance G.P.
 1250, Rene-Levesque West, Suite 1100
 Montreal PQ H3B 4W8
 Canada

Type: Enterprise
 GE VFS Canada Limited Partnership
 1250, Rene-Levesque West, Suite 1100
 Montreal PQ H3B 4W8
 Canada

Type: Enterprise
 General Electric Canada Real Estate Finance Inc., as nominee for and on behalf of GE
 Canada Equipment Financing G.P.
 1250, Rene-Levesque West, Suite 1100

Montreal PQ H3B 4W8
Canada

Type: Enterprise
GE Vehicle and Equipment Leasing
1250, Rene-Levesque West, Suite 1100
Montreal PQ H3B 4W8
Canada

General Collateral

A security interest is taken in all of the Debtor's present and after-acquired personal property.

The above description includes, without limitation, the following:

(2) O'Brien 15 Ton Double Girder Cranes, 2006.

(1) O'Brien 10 Ton Single Girder Crane, 2006.

(1) Toshiba Vertical Boring & Turning Mill See-Sip-06-1076, model: TUE-20, 2007, s/n: 440277, c/w:

- (2) TA50-ST-160-JU Tool Holders;

- (1) TA50-BFP-300-JU Tool Holder;

- (1) TA50-BFP-350-JU Tool Holder.

(1) Mazak CNC Lathe, model: QTN-300.M-48", 2005, s/n: 172949.

Wheelabrator shot blast with 70 foot conveyor on each end, dust collector and steel building 30x30,
Manufactured by U.S. Filter/BCP, model: DE00036, 1999, s/n: 2260.

CNC plate burning machine 12 x 150, Hypertherm HT2000LHF Plasma Burning Head and (5)
Oxy-Acetylene Heads, Burny 5 Plasma Control, 1999.

CNC plate burning table 10 x 63 with (6) Oxy-Acetylene Heads, MG System 80 control, manufactured by
MG Industries, 1991, s/n: TMC 3510L 91 2277.

Gantry submerged arc welder, 11' beam width capacity.

Twin Dart gantry girder welder 12x150 manufactured by Ogden.

Twin Dart gantry girder welder 12x150 manufactured by Ogden.

Gantry girder welder 12x100.

Munck 30 ton overhead crane, radio control, s/n: 992734.

Munck 30 ton overhead crane, radio control, s/n: 992735.

Munck 20 ton overhead crane, radio control, s/n: 992736.

Munck 20 ton overhead crane, radio control, s/n: 992737.

Demag 20 ton overhead crane, radio control, s/n: 102063.

Demag 20 ton overhead crane, radio control, s/n: 000010263.

Demag 30 ton overhead crane, s/n: 80415.

125 ton Link Belt mobile crane, model: HC-238, Lic. #GT-25356, s/n: 22G759IA.

Renner Travel Lift 35 ton crane, model: RHP 70, s/n: 70RHP008.

Drott Travel Lift 32.5 ton crane, model 650AI, s/n: 3081.

625-foot crane runaway for 4 Munck cranes, includes 4 system piping (Carbon Dioxide, Propane Gas, Oxygen, Compressed Air) and all extended booms for wire feeders).

Pearson plate shear 10 foot wide, s/n: 700601.

Peddiaghaus CNC punch with Fagor CNC control, model: Fabripunch 1520, 1991, s/n: F-11-54-30.

Cincinnati press brake-150 ton, 14 foot wide, Series 9, s/n: 29739.

Quickmill CNC drill, cap 8x14 plate, model: 96-180-16.

Cincinnati Radial drill - 6 foot arm, s/n: 6E 395.

Bertsh bending machine, bulldozer type C.

Piranha ironworker, s/n: P4-236.

Whitney punch 2 line for beams.

End milling machine - 40" x 60" H.

Boldrini beam rolling and bending machine, s/n: 7845.

(2) all-position burning machines - portable.

(7) Hougen magnetic based drilling machines.

(5) Heath all-position drills.

Shop air compressor.

(5) Wire feeders on extended booms.

(6) Wire feeders.

Approx. 30 welding machines.

(3) sub arc track welding machines.

(5) rod ovens.

Nelson stud welder.

Odgen girder stiffener welder.

Approx. 20 lifting beams.

Misc. chains, slings, etc.

(1) O'Brien Single Girder Top Running 10 Ton Overhead Crane, 2007, s/n: 0132.

(1) U.A.S. Cartridge Type Dust Collector, model: SFC-36-3-H551, 2007, c/w:

- (2) 7.5HP
- (1) 10HP/575/3PH Electric Fan & Motor
- (3) Modules, s/n: 60061194; 6001195 & 6001196

(1) Global Spray Booth Equipment, model: model: PP-30-SBM, 2007, c/w:

- (2) 5HP/575/3PH Electric Exhaust Fans;
- (1) 30,000 CFM Air Make Up Unit

(1) Atlas 75HP/575V/3PH Rotary Screw Air Compressor, model: GA-55FF, s/n: API-508438, c/w: Filter DD150

(1) PD150, model: model: E-247106, 2007, s/n: 88689.

(1) Empire Blast and Recovery System, model:287-975, c/w: 6.5 cu ft Blast Pot Graco 30:1 Spray Airless Sprayer Package LTX RAC X, c/w all attachments and accessories.

(1) Mazak Metal Lathe, 2006, s/n: 193734, c/w all attachments & accessories.

(1) Toshiba Horizontal Boring & Milling Machine, model: BTD-10.R16, 2007, s/n: 145182.

All of the Debtor's present and after-acquired personal property which is derived directly or indirectly from any dealing with or disposition of the above-described collateral, including, without limiting the generality of the foregoing, all insurance and other payments payable as indemnity or compensation for loss or damage thereto and all chattel paper, documents of title, goods, instruments, intangibles, money and securities.

Registration Details for Registration Number: 18199901

Province or Territory: New Brunswick

Registration Type: Creditors Relief Act Notice of Judgment

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	18199901	2009-11-26 15:47	2010-11-26	4014925

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Court Information

Registration Number	Amount	Judgment Date	Court File Number	Court and Judicial District/Centre
18199901	18500.00	2009-11-19	M/C/0309/09	Court of Queen's Bench of New Brunswick Trial Div. Moncton

Judgment Debtors

Type: Enterprise
Atcon Industrial Services Inc.
Tozer, Robert W.

Director
626 Newcastle Boulevard
Miramichi NB E1V 2L3
Canada

Judgment Creditors

Type: Enterprise
Rideout Tool and Machine Inc.
Ehrhardt, Edwin G.
Solicitor
95 Foundry Street, Suite 300
Moncton NB E1C 5H7
Canada
Phone #: 506-857-8856
Fax #: 506-857-2017

General Collateral

All present and after acquired personal property. Tous les biens personnels actuels ou acquis ultérieurement.

Registration Details for Registration Number: 18434779

Province or Territory: New Brunswick
Registration Type: Creditors Relief Act Notice of Judgment

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	18434779	2010-02-18 11:28	2011-02-18	4015739

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Court Information

Registration Number	Amount	Judgment Date	Court File Number	Court and Judicial District/Centre
18434779	15694.03	2010-02-12	M/C/0665/09	Court of Queen's Bench of New Brunswick Trial Div. Moncton

Judgment Debtors

Type: Enterprise
Atcon Industrial Services Inc.
Tozer, Robert W.
Director
626 Newcastle Boulevard
Miramichi NB E1V 2L3
Canada

Judgment Creditors

Type: Enterprise
 Acklands-Grainger Inc.
 Ehrhardt, Edwin G.
 Solicitor
 95 Foundry Street, Suite 300
 Moncton NB E1C 5H7
 Canada
 Phone #: 506-857-8856
 Fax #: 506-857-2017

General Collateral

All present and after acquired personal property. Tous les biens personnels actuels ou acquis ultérieurement.

Registration Details for Registration Number: 17595000

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	17595000	2009-06-11 11:09	2011-06-11	5535

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES
 TOZER, ROBERT
 625 NEWCASTLE BLVD.
 MIRAMICHI NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 LOUNSBURY LEASING LTD.
 ROUNDELL, ROBERT ALAN
 ACCOUNTANT
 2155 WEST MAIN STREET
 MONCTON NB E1C 8G3
 Canada
 Phone #: 506-857-4300
 Fax #: 506-857-4306

Serial Numbered Collateral

New Brunswick

PPRS Search Result Report

5807600

Serial Number	Collateral Type	Description	Added By	Deleted By
2GTEK13TX51380908	Motor Vehicle	2005 GMC SIERRA TRUCK	17595000	

Registration Details for Registration Number: 17671397

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	17671397	2009-06-30 15:33	2019-06-30	1588-81

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 ATCON INDUSTRIAL SERVICES QUEBEC INC.
 626 NEWCASTLE BOULEVARD
 MIRAMICHI NB E1V 2L3
 Canada

Secured Parties

Type: Enterprise
 THE BANK OF NOVA SCOTIA
 ATTN: DOCUMENT SERVICES
 7TH FLOOR, 5251 DUKE STREET
 HALIFAX NS B3J 1P3
 Canada

General Collateral

A security interest is taken in all of the Debtor's present and after-acquired personal property.

END OF REPORT



Query Results

Name	Location	Place Name	PAN	PID
<u>Atcon Industrial Services Inc.</u>	General Manson Way	Miramichi		40493140
<u>Atcon Industrial Services Inc.</u>	Schlumberger Road	Miramichi	5886930	40493868
<u>Atcon Industrial Services Inc.</u>	Route 11	Miramichi	5058202	40442162
<u>Atcon Industrial Services Inc.</u>	General Manson Way	Miramichi		40493132
<u>Atcon Industrial Services Inc.</u>	Schlumberger Road	Miramichi	5886930	40497307
<u>ATCON INDUSTRIAL SERVICES INC.</u>	Schlumberger Road	Miramichi	5886930	40493868
<u>Atcon Industrial Services Inc.</u>	General Manson Way	Miramichi	5886930	40493165
<u>Atcon Industrial Services Inc.</u>	General Manson Way	Miramichi	5886930	40493165
<u>ATCON INDUSTRIAL SERVICES INC.</u>	Schlumberger Road	Miramichi	5886930	40493538
<u>Atcon Industrial Services Inc.</u>	Schlumberger Road	Miramichi	5886930	40493868

Records 1 to 10

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Parcel Information

PID:	40493140	County:	Northumberland
Status:	Retired	Retired Date/Time:	2008-01-18 12:46:21
Land Related Description:	Land	Management Unit:	NB0807
Area:	2239	Area Unit:	Square Metres
Date Last Updated:	2008-01-18 12:46:21	Harmonization Status:	Not Attempted
Land Titles Status:	Not Land Titles	Land Titles Date/Time:	
Date of Last CRO:		Manner of Tenure:	Not Applicable
Land Gazette Information:	No		
Description of Tenure:			
Public Comments:			
-Consolidated to form PID 40493165 as per plan 25087462. DJR 2008/01/18			

Parcel Interest Holders

Name	Qualifier	Interest Type
Atcon Industrial Services Inc.		Owner

Assessment Reference

PAN	PAN Type	Taxing Authority Code	Taxing Authority
		750	City of/Cité de Miramichi

Parcel Locations

Civic Number	Street Name	Street Type	Street Direction	Place Name
	General Manson	Way		Miramichi

County Parish**County**

Northumberland

Parish

Chatham

Documents

Number	Registration Date	Book	Page	Code	Description
<u>25070583</u>	2008-01-11			1100	



Parcel Information

PID:	<u>40493868</u>	County:	Northumberland
Status:	Active	Active Date/Time:	2008-04-11 09:40:39
Land Related Description:	Land	Management Unit:	NB0807
Area:	11.74	Area Unit:	Hectares
Date Last Updated:	2010-02-22 10:31:21	Harmonization Status:	Harmonized
Land Titles Status:	Land Titles	Land Titles Date/Time:	2008-04-11 09:40:39
Date of Last CRO:	2010-02-22 10:31:26	Manner of Tenure:	Not Applicable
Land Gazette Information:	No		
Description of Tenure:			
Public Comments:			
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Parcel Interest Holders

Name	Qualifier	Interest Type
Atcon Industrial Services Inc.		Owner
ATCON INDUSTRIAL SERVICES INC.		Owner
Atcon Industrial Services Inc.		Owner

Assessment Reference

PAN	PAN Type	Taxing Authority Code	Taxing Authority
<u>05886930</u>		750	City of/Cité de Miramichi

Parcel Locations

Civic Number	Street Name	Street Type	Street Direction	Place Name
	Schlumberger	Road		Miramichi

County Parish

County	Parish
Northumberland	Chatham

Documents

Number	Registration Date	Book	Page	Code	Description
<u>28400357</u>	2010-02-22			5400	Judgment
<u>28091271</u>	2009-11-27			5400	Judgment
<u>27875237</u>	2009-10-09			5400	Judgment
<u>27813733</u>	2009-09-28			5400	Judgment
<u>27494641</u>	2009-07-24			6100	Discharge, Release or Satisfaction
<u>27494633</u>	2009-07-24			6100	Discharge, Release or Satisfaction
<u>27366005</u>	2009-06-30			5110	Collateral Mortgage
<u>26950031</u>	2009-03-24			5600	Lis Pendens
<u>26763004</u>	2009-01-28			5700	Claim for Lien (Mechanics' Lien)
<u>25242984</u>	2008-02-28			1100	Deed/Transfer
<u>25173072</u>	2008-02-07			5200	Debenture or Other Voluntary Charge
<u>25070583</u>	2008-01-11			1100	Deed/Transfer
<u>25070401</u>	2008-01-11			1100	Deed/Transfer

Plans

Number	Suffix	Registration Date	Code	Description	Lot Information	Orientation
<u>25406357</u>		2008-04-10	9050	Subdivision & Amalgamations	Lot 08-10	Provincial Grid

<u>201423</u>	1998-07-14	9050	Subdivision & Amalgamations	Provincial Grid
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Parcel Relations

Related PID	Type of Relation	Lot Information
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Parcel Information

PID:	40442162	County:	Northumberland
Status:	Retired	Retired Date/Time:	2008-01-18 12:46:15
Land Related Description:	Land	Management Unit:	NB0807
Area:	6.93	Area Unit:	Hectares
Date Last Updated:	2008-01-18 12:46:15	Harmonization Status:	Not Attempted
Land Titles Status:	Not Land Titles	Land Titles Date/Time:	
Date of Last CRO:		Manner of Tenure:	Not Applicable
Land Gazette Information:	No		
Description of Tenure:			
Public Comments:			
-Consolidated to form PID 40493165 as per plan 25087462. DJR 2008/01/18			
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Parcel Interest Holders

Name	Qualifier	Interest Type
Atcon Industrial Services Inc.		Owner

Assessment Reference

PAN	PAN Type	Taxing Authority Code	Taxing Authority
05058202		750	City of/Cité de Miramichi

Parcel Locations

Civic Number	Street Name	Street Type	Street Direction	Place Name
	11	Route		Miramichi

County Parish

County

Parish

Northumberland

Chatham

Documents

Number	Registration Date	Book	Page	Code	Description
<u>25070401</u>	2008-01-11			1100	Deed/Transfer
<u>24328750</u>	2007-08-15			3710	Order in Council (TAC)
<u>14827977</u>	2002-08-21			6100	Discharge, Release or Satisfaction
96242	1998-04-01	1092	584	120	Lien

Plans

Number	Suffix	Registration Date	Code	Description	Lot Information	Orientation
<u>25087462</u>		2008-01-17	9050	Subdivision & Amalgamations		Provincial Grid
<u>201423</u>		1998-07-14	9050	Subdivision & Amalgamations	Parcel A	Provincial Grid

Parcel Relations

Related PID	Type of Relation	Lot Information
<u>40409112</u>	Parent	
<u>40493165</u>	Infant	Lot 08-1

Non-Registered Instruments

No Records returned

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Parcel Information

PID:	40493132	County:	Northumberland
Status:	Retired	Retired Date/Time:	2008-01-18 12:46:18
Land Related Description:	Land	Management Unit:	NB0807
Area:	4.46	Area Unit:	Hectares
Date Last Updated:	2008-01-18 12:46:18	Harmonization Status:	Not Attempted
Land Titles Status:	Not Land Titles	Land Titles Date/Time:	
Date of Last CRO:		Manner of Tenure:	Not Applicable
Land Gazette Information:	No		
Description of Tenure:			
Public Comments:			
-Consolidated to form PID 40493165 as per plan 25087462. DJR 2008/01/18			

Parcel Interest Holders

Name	Qualifier	Interest Type
Atcon Industrial Services Inc.		Owner

Assessment Reference

PAN	PAN Type	Taxing Authority Code	Taxing Authority
		750	City of/Cité de Miramichi

Parcel Locations

Civic Number	Street Name	Street Type	Street Direction	Place Name
	General Manson	Way		Miramichi

County Parish**County**

Northumberland

Parish

Chatham

Documents

Number	Registration Date	Book	Page	Code	Description
<u>25070401</u>	2008-01-11			1100	



Parcel Information

PID:	<u>40497307</u>	County:	Northumberland
Status:	Active	Active Date/Time:	2008-12-17 15:58:38
Land Related Description:	Land	Management Unit:	NB0807
Area:	1106	Area Unit:	Square Metres
Date Last Updated:	2009-09-28 15:40:16	Harmonization Status:	Harmonized
Land Titles Status:	Land Titles	Land Titles Date/Time:	2009-01-08 15:42:54
Date of Last CRO:	2010-01-19 10:07:35	Manner of Tenure:	Not Applicable
Land Gazette Information:	No		
Description of Tenure:			
Public Comments:			
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Parcel Interest Holders

Name	Qualifier	Interest Type
Atcon Industrial Services Inc.		Owner

Assessment Reference

PAN	PAN Type	Taxing Authority Code	Taxing Authority
<u>05886930</u>		750	City of/Cité de Miramichi

Parcel Locations

Civic Number	Street Name	Street Type	Street Direction	Place Name
	Schlumberger	Road		Miramichi

County Parish

County

Northumberland

Parish

Chatham

Documents

Number	Registration Date	Book	Page	Code	Description
<u>27813733</u>	2009-09-28			5400	Judgment
<u>27366005</u>	2009-06-30			5110	Collateral Mortgage
<u>26696584</u>	2009-01-08			3800	Land Titles First Notice
<u>26696576</u>	2009-01-08			3720	Land Titles First Order
26696287	2009-01-08			3900	Land Titles First Application
<u>26629106</u>	2008-12-17			1100	Deed/Transfer

Plans

Number	Suffix	Registration Date	Code	Description	Lot Information	Orientation
<u>26629023</u>		2008-12-17	9050	Subdivision & Amalgamations	Parcel 08-22	Provincial Grid
<u>201423</u>		1998-07-14	9050	Subdivision & Amalgamations		Provincial Grid

Parcel Relations

Related PID	Type of Relation	Lot Information
<u>40491771</u>	Parent	Lot 07-22

Non-Registered Instruments

No Records returned


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Parcel Information

PID:	40493165	County:	Northumberland
Status:	Retired	Retired Date/Time:	2008-04-11 09:41:49
Land Related Description:	Land	Management Unit:	NB0807
Area:	11.62	Area Unit:	Hectares
Date Last Updated:	2008-04-11 09:41:49	Harmonization Status:	Not Attempted
Land Titles Status:	Land Titles	Land Titles Date/Time:	2008-01-23 09:56:45
Date of Last CRO:	2008-02-07 15:13:38	Manner of Tenure:	Not Applicable
Land Gazette Information:	No		
Description of Tenure:			
Public Comments:			
-Consolidated to form PID 40493868 as per plan 25406357. DJR 2008/04/11			
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Parcel Interest Holders

Name	Qualifier	Interest Type
Atcon Industrial Services Inc.		Owner
Atcon Industrial Services Inc.		Owner

Assessment Reference

PAN	PAN Type	Taxing Authority Code	Taxing Authority
05886930		750	City of/Cité de Miramichi

Parcel Locations

Civic Number	Street Name	Street Type	Street Direction	Place Name
	General Manson	Way		Miramichi

County Parish

County	Parish
Northumberland	Chatham

Documents

Number	Registration Date	Book	Page	Code	Description
<u>25173072</u>	2008-02-07			5200	Debenture or Other Voluntary Charge
<u>25110306</u>	2008-01-23			3800	Land Titles First Notice
<u>25110298</u>	2008-01-23			3720	Land Titles First Order
25110074	2008-01-23			3900	Land Titles First Application
<u>25070583</u>	2008-01-11			1100	Deed/Transfer
<u>25070401</u>	2008-01-11			1100	Deed/Transfer



Parcel Information

PID:	40493538	County:	Northumberland
Status:	Retired	Retired Date/Time:	2008-04-11 09:41:53
Land Related Description:	Land	Management Unit:	NB0807
Area:	1214	Area Unit:	Square Metres
Date Last Updated:	2008-04-11 09:41:53	Harmonization Status:	Not Attempted
Land Titles Status:	Land Titles	Land Titles Date/Time:	2008-03-19 15:52:20
Date of Last CRO:	2008-03-19 15:53:02	Manner of Tenure:	Not Applicable
Land Gazette Information:	No		
Description of Tenure:			
Public Comments:			
-Consolidated to form PID 40493868 as per plan 25406357. DJR 2008/04/11			
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Parcel Interest Holders

Name	Qualifier	Interest Type
ATCON INDUSTRIAL SERVICES INC.		Owner

Assessment Reference

PAN	PAN Type	Taxing Authority Code	Taxing Authority
05886930		750	City of/Cité de Miramichi

Parcel Locations

Civic Number	Street Name	Street Type	Street Direction	Place Name
	Schlumberger	Road		Miramichi

County Parish

County	Parish
Northumberland	Chatham

Documents

Number	Registration Date	Book	Page	Code	Description
<u>25317687</u>	2008-03-19			3800	Land Titles First Notice
<u>25317679</u>	2008-03-19			3720	Land Titles First Order
25317448	2008-03-19			3900	Land Titles First Application
<u>25242984</u>	2008-02-28			1100	Deed/Transfer

Plans

Number	Suffix	Registration Date	Code	Description	Lot Information	Orientation
<u>25406357</u>		2008-04-10	9050	Subdivision & Amalgamations		Provincial Grid

ATCON INDUSTRIAL SERVICES INC. IN RECEIVERSHIP
 STATEMENT OF RECEIPTS AND DISBURSEMENTS
 FOR THE PERIOD ENDED April 22, 2010

APPENDIX G

Receipts	\$
Accounts receivable	22948
Disbursements	
Employee wages and travel	<u>10871</u>
Cash - end of period	<u><u>12077</u></u>

Note: Receivable collections totalling \$482,139 were deposited in April at the AIS bank account at the Bank of Nova Scotia.

JAMES KIRBY - AFFIDAVIT

Court File No. N/M/26/10

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

IN THE MATTER OF THE RECEIVERSHIP OF:

ATCON INDUSTRIAL SERVICES INC.

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

BETWEEN:

GE CANADA EQUIPMENT FINANCING G.P., GENERAL ELECTRIC CANADA EQUIPMENT FINANCING G.P., GE CANADA LEASING SERVICES COMPANY and GENERAL ELECTRIC REAL ESTATE FINANCE INC., all of which are carrying on business in the Province of New Brunswick,

APPLICANTS

- and -

ATCON INDUSTRIAL SERVICES INC., which is carrying on business in the Province of New Brunswick,

RESPONDENT

- and -

IN THE MATTER OF THE APPLICATION OF PRICEWATERHOUSECOOPERS INC., in its capacity as Court-appointed receiver and manager of the property, assets and undertakings of the Respondent.

AFFIDAVIT

I, JAMES A. KIRBY, C.A. of the City of Halifax, in the County of Halifax and Province of Nova Scotia, MAKE OATH AND SAY AS FOLLOWS:

-2-

1. I am a Chartered Accountant, Licensed Trustee in Bankruptcy and Senior Vice-President of PricewaterhouseCoopers Inc. ("PWC"), the Court appointed receiver and receiver manager of Atcon Industrial Services Inc. ("AIS") and have personal knowledge of the matters herein deposed except where otherwise stated and in such cases I do verily believe the truth thereof.
2. That I have been acting on behalf of PWC with respect to the sale of certain assets of AIS under the terms of the Receivership Order dated March 30, 2010 (the "Order").
3. Attached hereto to my Affidavit are documents received by me with respect to the Application of the Receiver to have approved the Sales Contracts referenced in paragraph 12 of the First Report of the Receiver filed herein.
4. That Bubar Sales Ltd. was engaged by PWC to advertise, market and seek bids for various lots of steel and scrap metal, being the property of AIS and attached hereto as Exhibit "A" to my Affidavit is a true copy of an e-mail from Mr. Alton Bubar with respect to the Contracts being Schedules "C1" and "C2" to the Notice of Motion.
5. As a result of the bids obtained. the said contracts were entered into subject to the approval of this Honourable Court.
6. Attached hereto as Exhibit "B" to this my Affidavit is a true copy of the Bid of Best Metals Ltd. for "fab parts and steel inventory" which has been appended to Contract "C2" in accordance with the condition set out in a facsimile dated May 3, 2010 in which the Bid of Best Metals Ltd. is agreed to be made subject to the same terms and conditions as contained in the Sales Contract marked as "C2", a true copy of which facsimile is attached hereto as Exhibit "C".
7. The Receiver PWC is of the opinion that the process used in selling the assets referred to in the said Sales Contracts was appropriate and that the consideration to be received is both fair and reasonable.
8. I make this affidavit for the purposes of bringing before the Court documents supporting and explaining the Sales Transactions for which approval is being sought and for no other purpose.

SWORN TO in the City of Miramichi)
in the County of Northumberland and)
Province of New Brunswick this 3rd day)
of May, 2010.)

BEFORE ME:

Commissioner of Oaths
Being a Solicitor

James A. Kirby, FCA, CIRP

M. Robert Jette

From: james.a.kirby@ca.pwc.com
 Sent: Monday, May 03, 2010 11:22 AM
 To: M. Robert Jette
 Cc: robert.smith@ca.pwc.com
 Subject: Fw: steel inventory

This is Exhibit "A"
 Referred to in the Affidavit of
 James A. Kirby, C.A.
 Sworn before me at the City
 of ~~SAN JOSE~~ New Brunswick
 Miramichi
 the 27 day of May 2010
 Commissioner of Oaths being a Solicitor

Bob J:

Attached is Mr. Bubar's email note relating to his sales process.

Jim

----- Forwarded by James A. Kirby/CA/FAS/PwC on 05/03/2010 11:20 AM -----

<albubar@nbnet.nb.ca>

To: James A. Kirby/CA/FAS/PwC@Americas-CA

cc

05/02/2010 06:40 PM

Subject: steel inventory

James Kirby:

I have advertised the new steel in the trade. I have also contacted several shops and only got a response of a few. Coming in with a offer of \$120,000.00 on it.

I also contacted several scrap dealers and others found out and they contacted me. In turn I have found the highest price on scrap steel from Tri-Province in Moncton, N.B. at \$220.00 per ton.

The same done with the Aluminum, Brass, Stainless Steel and Best Metals came in with the highest offer across the board beating the price from other people by long shot.

At this time I would say we have got the greatest prices and too they have locked their values in. Metal prices as I speak in regards to scrap steel have tumbled.

If you have any more questions, please don't hesitate to contact me.

Alton Bubar

This e-mail is intended only for the person to whom it is addressed (the "addressee") and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use that a person other than the addressee makes of this communication is prohibited and any reliance or decisions made based on it, are the responsibility of such person. We accept no responsibility for any loss or damages suffered by any person other than the addressee as a result of decisions made or actions taken based on this communication or otherwise. If you received this in error, please contact the sender and destroy all copies of this e-mail.

Ce courriel est strictement réservé à l'usage de la personne à qui il est adressé (le destinataire). Il peut contenir de l'information privilégiée et confidentielle. L'examen, la réexpédition et la diffusion de ce message par une personne autre que son destinataire est interdite. Nous déclinons toute responsabilité à l'égard des pertes ou des dommages subis par une personne autre que le destinataire par suite de décisions ou de mesures fondées sur le contenu de cette communication ou autrement. Si vous avez reçu ce courriel par erreur, veuillez communiquer avec son expéditeur et en détruire toutes les copies.

04/29/2010 00:51 15864546174

BEST METALS

This is Exhibit "B" PAGE 01/01

Referred to in the Affidavit of
James A. Kirby, C.A.Sworn before me at the City
of ~~Saint John~~ Miramichi, New Brunswickthe 5 day of May, 2010
Commissioner of Oaths being a Solicitor**Best Metals Ltd.**

4 Spruce Terrace

Fredericton, NB E3B 2S6

Phone (506) 453-1020 Fax (506) 454-6174

To: Alton Bubar
Company: Alton Bubar Sales
Fax Number: 1-506-367-2001
Phone Number:

Date: April 26, 2010
From: Alfred Brown
Company: Best Metals Ltd.
Fax Number:

☐ Urgent☐ For Review☐ Please Reply☐ Please Comment

Message:

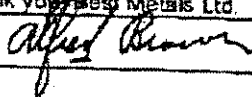
☐ 1 Number of Pages (Including cover)

We wish to re bid on all fab parts and steel inventory located at Atcon Industrial in Miramichi,

NB, as per 10 page list in our possession

\$ 120,000.00 + HST 15,600.00 = \$ 135,600.00

Thank you Best Metals Ltd.



TRANSMISSION VERIFICATION REPORT

TIME : 05/02/2010 22:16
 NAME : BEST METALS
 FAX : 15064546174
 TEL : 15064546174
 SER. # : 000H8J153131

DATE, TIME
 FAX NO./NAME
 DURATION
 PAGE(S)
 RESULT
 MODE

05/02 22:16
 15096333811
 00:00:00
 00
 BUSY
 STANDARD

This is Exhibit "C"
 Referred to in the Affidavit of
 James A. Kirby, C.A.
 Sworn before me at the City
 of Saint John, New Brunswick
 Maramichi
 the 3 day of May 20 10
 Commissioner of Oaths being a Solicitor

BUSY: BUSY/NO RESPONSE

Best Metals Ltd.

4 Spruce Terrace

Fredericton, NB E3B 2S6

Phone (506) 453-1020 Fax (506) 454-6174

To: Bob Jette
Company: Clark Drummie
Fax Number: 1-509-833-3811
Phone Number:

Date: May 3, 2010
From: Iaan Brown
Company: Best Metals Ltd.
Fax Number:

☐ Urgent ☒ For Review ☐ Please Reply ☐ Please Comment

Message: ☐ 1_ Number of Pages (including cover)

To Pricewaterhouse Coopers Inc. in your capacity as court appointed Receiver of Atoon

Industrial Services Inc. ("PWC"):

This offer for new steel, if accepted, shall be subject to the same terms and conditions as
 contained in the agreement of purchase and sale dated and executed Friday, April 30, 2010, between
 Best Metals and PWC, save and except that the goods being purchased are not subject to weighing
 and the price being paid is a lump sum of \$ 120,000.00 plus HST.

SCHEDULE “A” - DRAFT ORDER

Schedule "A" - Draft Order

Court File No. N/M/26/10

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF MIRAMICHI

IN THE MATTER OF THE RECEIVERSHIP OF:

ATCON INDUSTRIAL SERVICES INC.

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

BETWEEN:

**GE CANADA EQUIPMENT FINANCING G.P.,
GENERAL ELECTRIC CANADA EQUIPMENT
FINANCING G.P., GE CANADA LEASING SERVICES
COMPANY and GENERAL ELECTRIC REAL ESTATE
FINANCE INC., all of which are carrying on business in the
Province of New Brunswick,**

APPLICANTS

- and -

**ATCON INDUSTRIAL SERVICES INC., which is carrying
on business in the Province of New Brunswick,**

RESPONDENT

- and -

**IN THE MATTER OF THE APPLICATION OF
PRICEWATERHOUSECOOPERS INC., in its capacity as
Court-appointed receiver and manager of the property,
assets and undertakings of the Respondent.**

-2-

APPROVAL AND VESTING ORDER

THIS MOTION made by PricewaterhouseCoopers Inc. in its capacity as Court appointed receiver and receiver and manager of the property, assets and undertakings of the Respondent (the "**Receiver**") for an order approving the sale transactions (the "**Transactions**") contemplated by the purchase and sale agreements (the "**Sale Agreements**") between Atcon Industrial Services Inc. ("**Atcon**") as Vendor and the respective Purchasers set out therein made respectively as of the 29th and 30th days of April, 2010 and appended hereto as Schedules "C1" and "C2" and vesting in the respective Purchasers the right, title and interest of Atcon in and to the assets described in the Sale Agreements ("**Goods**") was heard this day at 673 King George Highway, Miramichi, New Brunswick.

AND UPON READING the First Report of the Receiver dated the 30th day of April, 2010 and upon hearing the submissions of counsel for the Receiver and _____

(names of other parties)

and no-one appearing for any other person on the service list, although properly served as appears from the Affidavit of Florene Garron sworn May 6, 2010 and filed herein;

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record shall be and is hereby abridged and validated so that the motion is properly returnable today, and that any further service thereof is hereby dispensed with.
2. **THIS COURT ORDERS AND DECLARES** that the Transactions are hereby approved, and the execution of the Sale Agreements by the Receiver are hereby authorized and approved and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance of the Goods to the respective Purchasers.
3. **THIS COURT ORDERS AND DECLARES** that upon delivery of a Vesting Certificate to the Purchasers substantially in the form attached as Schedule "X" hereto, (the "**Vesting Certificate**"), all of Atcon's right, title and interest in and to the Goods described in the Sale Agreements shall vest absolutely in the respective Purchasers, free and clear of and from any and all security interest (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including without limiting the generality of the foregoing, (i) any encumbrances or charges created by the Order of Mr. Justice Riordon dated March 2, 2010, and (ii) all charges, security interest or claims evidenced by

-3-

registrations pursuant to the *Personal Property Security Act* (New Brunswick) or any other registry system (all of which are collectively referred to as the “**Encumbrances**”) and for greater certainty this Court orders that all of the Encumbrances affecting or related to the Goods are hereby expunged and discharged against the Goods.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Goods shall stand in the place and stead of the Goods, and that from and after the delivery of the Vesting Certificate, all claims and Encumbrances shall attach to the net proceeds from the sale of the Goods with the same priority as they had with respect to the Goods, as if the Goods had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of each Vesting Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceeds; and
- (b) the assignment in bankruptcy made in respect to Atcon Industrial Services Inc.;

the vesting of the Goods in the Purchasers pursuant to this order shall be binding upon the trustee in bankruptcy appointed in respect of Atcon and shall not be void or voidable by creditors of Atcon nor shall it constitute nor be deemed a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy & Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressable or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

DATED at Miramichi, NB the ____ day of May, 2010.

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

SCHEDULE “X” - VESTING CERTIFICATE

Schedule "X" - Form of Vesting Certificate

N/M/26/10

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF MIRAMICHI

IN THE MATTER OF THE RECEIVERSHIP OF:

ATCON INDUSTRIAL SERVICES INC.

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

BETWEEN:

GE CANADA EQUIPMENT FINANCING G.P.,
GENERAL ELECTRIC CANADA EQUIPMENT
FINANCING G.P., GE CANADA LEASING SERVICES
COMPANY and GENERAL ELECTRIC REAL ESTATE
FINANCE INC., all of which are carrying on business in the
Province of New Brunswick,

APPLICANTS

- and -

ATCON INDUSTRIAL SERVICES INC., which is carrying
on business in the Province of New Brunswick,

RESPONDENT

- and -

IN THE MATTER OF THE APPLICATION OF
PRICEWATERHOUSECOOPERS INC., in its capacity as
Court-appointed receiver and manager of the property,
assets and undertakings of the Respondent.

VESTING CERTIFICATE

RECITALS

A. Pursuant to an Order of The Honourable Mr. Justice Riordon of The Court of Queen's Bench of New Brunswick (the "**Court**") dated 30 March 2010, PricewaterhouseCoopers Inc. was appointed as receiver and receiver and manager in respect of the property, assets and undertakings of the Respondent (the "**Receiver**").

B. Pursuant to an Approval and Vesting Order of the Court dated ___ May 2010, the Court approved the sale agreements made respectively as of the 29th and 30th days of April 2010 (the "**Sale Agreements**") between Atcon Industrial Services Inc. (the "**Debtor**") and the purchasers set out therein, and provided for the vesting in _____ (the "**Purchasers**") of the Debtor's right, title and interest in and to the Goods, which vesting is to be effective with respect to the Goods upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Goods; (ii) that the conditions to Closing as set out in the Sale Agreements have been satisfied or waived by the appropriate party; and (iii) the transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Vesting Order dated May ___, 2010.

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the Goods payable pursuant to the Sale Agreements in the amount of \$ _____;
2. The conditions to Closing as set out in the Sale Agreements have been satisfied or waived by the Receiver of the appropriate party; and
3. The transaction has been completed to the satisfaction of the Receiver and the Vendor;
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

PRICEWATERHOUSECOOPERS INC., in its
capacity as the Receiver of the Respondent and not in
its personal or corporate capacity.

By: _____

Name:

Title:

SCHEDULE "C1"

Schedule "C1"

THIS AGREEMENT OF PURCHASE AND SALE OF GOODS made this 29TH day of April, 2010.

BETWEEN:

ATCON INDUSTRIAL SERVICES INC., a body corporate under the laws of the Province of New Brunswick (the "Vendor")

- and -

TRI PROVINCE ENTERPRISES (1984) LTD., a body corporate under the laws of the Province of New Brunswick (the "Purchaser")

WHEREAS the Vendor is the owner of certain scrap metals (the "Goods") which the Vendor wishes to sell, assign and transfer;

AND WHEREAS PricewaterhouseCoopers Inc. has been duly appointed Receiver and Receiver Manager of the Vendor's assets, undertakings and properties by order of the Court of Queen's Bench of New Brunswick in Bankruptcy and Insolvency on the 30th day of March, 2010 (herein the, "Receiver").

AND WHEREAS the Purchaser wishes to purchase the Goods on and subject to the terms and conditions of this Agreement;

AND NOW THEREFORE IN CONSIDERATION of the respective covenants and conditions contained in this Agreement and for other good and valuable consideration (the receipt of which is mutually acknowledged) the parties agree as follows:

1. **Purchase and Sale** – Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and conditions set forth in this Agreement, the Vendor agrees to sell, assign transfer and deliver to the Purchaser and the Purchaser agrees to purchase from Vendor the Goods set out in Schedule "A" hereto.
2. **Purchase Price** - The purchase price payable to the Vendor for the Goods shall be the sum determined by weight of the Goods at the price per unit set out in Schedule "A" hereto (the "Purchase Price") payable as follows:
 - (a) The Purchaser shall pay to the order of the Receiver the minimum sum of \$25,000.00, plus HST, or such other greater amount as mutually agreed, as a deposit on the Purchase of the Goods (the "Deposit"), by certified cheque or bank

draft. The payment received shall be held by the Receiver and credited towards the Purchase Price as determined herein. Upon the removal of an amount of Goods by weight to a value of the Deposit, a further Deposit in the same amount plus HST, shall be paid to the Receiver to be credited toward the Purchase Price of future deliveries. The Purchaser shall pay successive Deposits plus HST, in the same manner to the Receiver to be credited toward the Purchase Price of future deliveries upon the removal of an amount of Goods equal in value to all prior payments made.

Upon the removal of all of the Goods, if the Deposits made by the Purchaser exceed the value of the Goods removed by the Purchaser as determined by this Agreement, the Vendor shall return to the Purchaser such overpayment amount.

- (b) The Purchaser shall be liable for and shall pay all federal and provincial sales taxes and all other taxes, duties or other like charges properly payable upon and in connection with the conveyance and transfer of the Goods by the Vendor to the Purchaser.

3. **Delivery** – The Purchaser shall be responsible for loading and delivering the Goods to the weigh scales located at Atcon Plywood Inc., 143 St. Patrick's Drive, Miramichi, New Brunswick, for the final determination of the Purchase Price. The Vendor and Purchaser acknowledge and agree that the property in the Goods shall not pass to the Purchaser until the completion of the weighing of the Goods and determination of the final Purchase Price at which time the Purchase Price is then immediately payable from the funds held by the Receiver.

4. **Determination of Purchase Price** –

- (a) The weighing of the Goods shall be carried out in the presence of the Purchaser and Vendor and the weight determined and Purchase Price calculation for each delivery shall be conclusive and binding on the parties;
- (b) In the event that more than one type of Goods is being purchased pursuant to this Agreement, it is agreed and understood that there shall be no intermingling of Goods and each type of Goods shall be weighed and priced separately.

5. **Closing** – Subject to paragraph 6(b), Closing shall occur two weeks following the date of Court approval, or such other date as the Purchaser and the Seller may agree in writing, or at a later date if directed by the court.

6. **Conditions** - The Vendor's and the Purchaser's obligation to complete this transaction will be subject to the fulfillment or satisfaction of the following conditions (the "**Closing Conditions**") on or before the Closing:

- (a) **Deposits** - The Vendor shall remain in possession of the Goods until the Deposits are received pursuant to Section 2 hereof;

- (b) Court Approval – The completion of this Agreement of Purchase and Sale shall be conditional upon the prior approval of this Agreement by the Court of Queen's Bench of New Brunswick in Bankruptcy and Insolvency pursuant to the Order of said Court dated March 30, 2010.

7. Fees and Expenses - All costs and expenses incurred in connection with this transaction contemplated herein shall be paid by the party incurring such expenses, including, without limitation, all costs of professional advisors, representatives, brokers and agents.

8. Responsibility for Damages - the Purchaser shall be responsible for, and hereby confirms that it shall indemnify the Vendor and the Receiver for any and all damages to other property of the Vendor during the loading, removal and delivery of the Goods and weighing of the Goods at the scales.

9. Condition of Goods - The Purchaser acknowledges that it has inspected the Goods and that the Goods are sold on an, "as is, where is" basis at the time of closing and that no representation, warranty or condition has been or is given expressed or implied statutory or otherwise as to title, description, environmental conditions, fitness for purpose, merchantability, quantity, condition, cost, or quality therefore or in respect of any other matter or thing whatsoever. Without limitation the Goods are specifically offered as they exist on closing and with no adjustments to be allowed the Purchaser for changes in conditions, qualities or quantities of the Goods from the date the agreement is signed. Each Purchaser acknowledges that the Vendor is not required to inspect or count, or provide an inspection or counting, of the Goods.

10. No Liability

The Purchaser acknowledges that PricewaterhouseCoopers Inc. acts in its capacity as Receiver as aforesaid and shall have no liability whatsoever as a result of the sale contemplated herein.

12. Time - Time shall be of the essence.

13. Notices - Any notices or other writing required or permitted to be given under this Agreement or for the purposes of it to any party, shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by telefax or other form of recorded communication to that party:

- (a) in the case of a notice to the Purchaser at:

Tri Province Enterprises (1984) Ltd.
88 Toombs Street
Moncton, New Brunswick E1A 3A5

Attention: Mark Nowlan, Esq.

(b) in the case of a notice to the Vendor at:

PricewaterhouseCoopers Inc.
44 Chipman Hill, Suite 300
P.O. Box 789
Saint John, New Brunswick E2L 4B9

Attention: Robert Smith, Esq.

or at any other address as the party to whom the writing is to be given shall have last notified the other party. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the day it is delivered at that address, provided that if that day is not a business day then the notice shall be deemed to have been given and received on the first business day next following that day. Any notice mailed shall be deemed to have been given and received on the second business day next following the date of its mailing. Any notice transmitted by telefax or other form of recorded communication shall be deemed given and received on the first business day after its transmission.

14. **Assignment** - Neither this Agreement nor any rights, remedies, liabilities obligations arising under it or by reason of it shall be assignable by any Party without the prior written consent of the other Party. Subject thereto, this Agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

15. **Further Assurances** - The parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions, whether before or after the Closing.

16. **Entire Agreement** - The Agreement constitutes the entire agreement between the parties and except as stated in it and in the instruments and documents to be executed and delivered, contains all the representations, conditions and warranties of the respective parties. There are no oral representations, conditions or warranties or collateral agreements between the parties of any kind relating to the subject-matter of this

Agreement. This Agreement may not be amended or modified in any respect except by written instrument signed by both parties.

17. Non- Merger - The representations, warranties, covenants and agreements contained in this Agreement or in any instrument, document or written statement delivered pursuant to this Agreement shall survive and not merge on Closing.

18. Applicable Law - This Agreement shall be interpreted in accordance with the laws of the Province of New Brunswick.

19. Counterparts- This agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

) ATCON INDUSTRIAL SERVICES INC.
) by its Receiver, PricewaterhouseCoopers Inc.

)
)
) Per: _____
)
)

) TRI PROVINCE ENTERPRISES (1984) LTD.
)
)
)

)
)
) Per: _____
)

Carrie Watson

6
SCHEDULE "A"

Description of Goods

DESCRIPTION OF GOODS	PRICE
Scrap steel	\$220.00 per ton

Location of Goods:

1. Atcon Industrial Services Inc.
1965 Water Street
Miramichi, New Brunswick
2. Atcon Industrial Services Inc.
114, 115 & 117 Walsh Avenue
Miramichi, New Brunswick
3. Atcon Industrial Services Inc.
65 & 67 General Manson Way
Miramichi, New Brunswick
4. Such other locations as identified by the Vendor.



SCHEDULE "C2"

THIS AGREEMENT OF PURCHASE AND SALE OF GOODS made this 30th day of April, 2010.

BETWEEN:

ATCON INDUSTRIAL SERVICES INC., a body corporate under the laws of the Province of New Brunswick (the "Vendor")

- and -

BEST METALS LTD., a body corporate under the laws of the Province of New Brunswick (the "Purchaser")

WHEREAS the Vendor is the owner of certain scrap metals (the "Goods") which the Vendor wishes to sell, assign and transfer;

AND WHEREAS PricewaterhouseCoopers Inc. has been duly appointed Receiver and Receiver Manager of the Vendor's assets, undertakings and properties by order of the Court of Queen's Bench of New Brunswick in Bankruptcy and Insolvency on the 30th day of March, 2010 (herein the, "Receiver").

AND WHEREAS the Purchaser wishes to purchase the Goods on and subject to the terms and conditions of this Agreement;

AND NOW THEREFORE IN CONSIDERATION of the respective covenants and conditions contained in this Agreement and for other good and valuable consideration (the receipt of which is mutually acknowledged) the parties agree as follows:

1. **Purchase and Sale** – Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and conditions set forth in this Agreement, the Vendor agrees to sell, assign transfer and deliver to the Purchaser and the Purchaser agrees to purchase from Vendor the Goods set out in Schedule "A" hereto.

2. **Purchase Price** - The purchase price payable to the Vendor for the Goods shall be the sum determined by weight of the Goods at the price per unit set out in Schedule "A" hereto (the "Purchase Price") payable as follows;

- (a) The Purchaser shall pay to the order of the Receiver the minimum sum of \$25,000.00, plus HST, or such other greater amount as mutually agreed, as a

2

deposit on the Purchase of the Goods (the "Deposit"), by certified cheque or bank draft. The payment received shall be held by the Receiver and credited towards the Purchase Price as determined herein. Upon the removal of an amount of Goods by weight to a value of the Deposit, a further Deposit in the same amount plus HST, shall be paid to the Receiver to be credited toward the Purchase Price of future deliveries. The Purchaser shall pay successive Deposits plus HST, in the same manner to the Receiver to be credited toward the Purchase Price of future deliveries upon the removal of an amount of Goods equal in value to all prior payments made.

Upon the removal of all of the Goods, if the Deposits made by the Purchaser exceed the value of the Goods removed by the Purchaser as determined by this Agreement, the Vendor shall return to the Purchaser such overpayment amount.

- (b) The Purchaser shall be liable for and shall pay all federal and provincial sales taxes and all other taxes, duties or other like charges properly payable upon and in connection with the conveyance and transfer of the Goods by the Vendor to the Purchaser.

3. **Delivery** – The Purchaser shall be responsible for loading and delivering the Goods to the weigh scales located at Atcon Plywood Inc., 143 St. Patrick's Drive, Miramichi, New Brunswick, for the final determination of the Purchase Price. The Vendor and Purchaser acknowledge and agree that the property in the Goods shall not pass to the Purchaser until the completion of the weighing of the Goods and determination of the final Purchase Price at which time the Purchase Price is then immediately payable from the funds held by the Receiver.

4. **Determination of Purchase Price** –

- (a) The weighing of the Goods shall be carried out in the presence of the Purchaser and Vendor and the weight determined and Purchase Price calculation for each delivery shall be conclusive and binding on the parties;
- (b) In the event that more than one type of Goods is being purchased pursuant to this Agreement, it is agreed and understood that there shall be no intermingling of Goods and each type of Goods shall be weighed and priced separately.

5. **Closing** – Subject to paragraph 6(b), Closing shall occur two weeks following the date of Court approval, or such other date as the Purchaser and the Seller may agree in writing, or at a later date if directed by the court.

6. **Conditions** – The Vendor's and the Purchaser's obligation to complete this transaction will be subject to the fulfillment or satisfaction of the following conditions (the "Closing Conditions") on or before the Closing:

3

- (a) Deposits - The Vendor shall remain in possession of the Goods until the Deposits are received pursuant to Section 2 hereof;
- (b) Court Approval - The completion of this Agreement of Purchase and Sale shall be conditional upon the prior approval of this Agreement by the Court of Queen's Bench of New Brunswick in Bankruptcy and Insolvency pursuant to the Order of said Court dated March 30, 2010.

7. Fees and Expenses - All costs and expenses incurred in connection with this transaction contemplated herein shall be paid by the party incurring such expenses, including, without limitation, all costs of professional advisors, representatives, brokers and agents.

8. Responsibility for Damages - the Purchaser shall be responsible for, and hereby confirms that it shall indemnify the Vendor and the Receiver for any and all damages to other property of the Vendor during the loading, removal and delivery of the Goods and weighing of the Goods at the scales.

9. Condition of Goods - The Purchaser acknowledges that it has inspected the Goods and that the Goods are sold on an, "as is, where is" basis at the time of closing and that no representation, warranty or condition has been or is given expressed or implied statutory or otherwise as to title, description, environmental conditions, fitness for purpose, merchantability, quantity, condition, cost, or quality therefore or in respect of any other matter or thing whatsoever. Without limitation the Goods are specifically offered as they exist on closing and with no adjustments to be allowed the Purchaser for changes in conditions, qualities or quantities of the Goods from the date the agreement is signed. Each Purchaser acknowledges that the Vendor is not required to inspect or count, or provide an inspection or counting, of the Goods.

10. No Liability

The Purchaser acknowledges that PricewaterhouseCoopers Inc. acts in its capacity as Receiver as aforesaid and shall have no liability whatsoever as a result of the sale contemplated herein.

12. Time - Time shall be of the essence.

13. Notices - Any notices or other writing required or permitted to be given under this Agreement or for the purposes of it to any party, shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by telefax or other form of recorded communication to that party:

- (a) in the case of a notice to the Purchaser at:

Best Metals Ltd.

4

4 Spruce Street
Fredericton, New Brunswick E3B 2S6

Attention: Alfred Brown, Esq.

(b) in the case of a notice to the Vendor at:

PricewaterhouseCoopers Inc.
44 Chipman Hill, Suite 300
P.O. Box 789
Saint John, New Brunswick E2L 4B9

Attention: Robert Smith, Esq.

or at any other address as the party to whom the writing is to be given shall have last notified the other party. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the day it is delivered at that address, provided that if that day is not a business day then the notice shall be deemed to have been given and received on the first business day next following that day. Any notice mailed shall be deemed to have been given and received on the second business day next following the date of its mailing. Any notice transmitted by telefax or other form of recorded communication shall be deemed given and received on the first business day after its transmission.

14. **Assignment** - Neither this Agreement nor any rights, remedies, liabilities obligations arising under it or by reason of it shall be assignable by any Party without the prior written consent of the other Party. Subject thereto, this Agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

15. **Further Assurances** - The parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions, whether before or after the Closing.

16. **Entire Agreement** - The Agreement constitutes the entire agreement between the parties and except as stated in it and in the instruments and documents to be executed and delivered, contains all the representations, conditions and warranties of the respective

6
SCHEDULE "A"

Description of Goods

DESCRIPTION OF GOODS	PRICE
brass turnings	\$1.82 per lb.
aluminum	\$.77 per lb.
new Aluminum	\$.87 per lb.
lead	\$.62 per lb.
stainless steel turnings	\$.77 per lb.
aluminum turnings	\$.57 per lb.

AE

Location of Goods:

1. Atcon Industrial Services Inc.
1965 Water Street
Miramichi, New Brunswick
2. Atcon Industrial Services Inc.
114, 115 & 117 Walsh Avenue
Miramichi, New Brunswick
3. Atcon Industrial Services Inc.
65 & 67 General Manson Way
Miramichi, New Brunswick
4. Such other locations as identified by the Vendor.

Best Metals Ltd.

4 Spruce Terrace

Fredericton, NB E3B 2S6

Phone (506) 453-1020 Fax (506) 454-6174

To: Alton Bubar
Company: Alton Bubar Sales
Fax Number: 1-506-367-2001
Phone Number:

Date: April 26, 2010
From: Alfred Brown
Company: Best Metals Ltd.
Fax Number:

☐ Urgent
 ☐ For Review
 ☐ Please Reply
 ☐ Please Comment

Message:

1 Number of Pages (including cover)

We wish to re bid on all fab parts and steel inventory located at Alton Industrial in Miramich,

NB, as per 10 page list in our possession

\$ 120,000.00 + HST 15,600.00 = \$ 135,600.00

Thank you Best Metals Ltd.

Alfred Brown

TRANSMISSION VERIFICATION REPORT

TIME : 05/02/2010 22:16
NAME : BEST METALS
FAX : 15064546174
TEL : 15064546174
SER. # : 000H8J153131

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

05/02 22:16
15096333811
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BUSY
STANDARD

BUSY: BUSY/NO RESPONSE

Best Metals Ltd.

4 Spruce Terrace

Fredericton, NB E3B 2S6

Phone (506) 453-1020 Fax (506) 454-6174

To: Bob Jette
Company: Clark Drummie
Fax Number: 1-509-833-3811
Phone Number:

Date: May 3, 2010
From: Iaan Brown
Company: Best Metals Ltd.
Fax Number:

☐ Urgent ☐ For Review ☐ Please Reply ☐ Please Comment

Message:

1 Number of Pages (including cover)

To Pricewaterhouse Coopers Inc. in your capacity as court appointed Receiver of Atcon

Industrial Services Inc. ("PWC"):

This offer for new steel, if accepted, shall be subject to the same terms and conditions as contained in the agreement of purchase and sale dated and executed Friday, April 30, 2010, between Best Metals and PWC, save and except that the goods being purchased are not subject to weighing and the price being paid is a lump sum of \$ 120,000.00 plus HST.