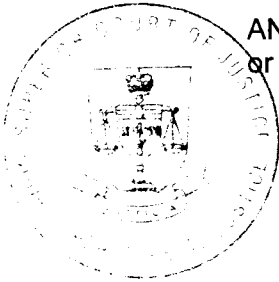


ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List

THE HONOURABLE)
) TUESDAY, THE 30TH DAY
JUSTICE FARLEY)
) OF NOVEMBER, 2004

IN THE MATTER OF the *Companies' Creditors Arrangement*
Act, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF A Plan or Plans of Compromise
or Arrangement of Ivaco Inc. and the Applicants listed in Schedule "A"



SECOND VESTING ORDER
(Asset Purchase Agreements)

THIS MOTION, made by the Applicants, was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Randall C. Benson dated November 25, 2004 and on hearing the submissions of counsel for the Applicants, the Monitor and others.

TIME FOR SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record be and it is hereby abridged and that the motion is properly returnable today and further that service thereof upon any interested party other than the persons served with the Notice of Motion and the Motion Record is hereby dispensed with.

IFASTGROUPE AND COMPANY, LIMITED PARTNERSHIP

2. THIS COURT ORDER refers to the asset purchase agreement between Ifastgroupe and Company, Limited Partnership, Ifastgroupe Realty Inc., IFC (Fasteners) Inc. and 1039028 Ontario Inc. (collectively, the "Ifast Selling Parties") and Ill Canada Acquisition Company (the

"Purchaser"), Heico Holdings, Inc. and The Heico Companies, L.L.C. made as of August 6, 2004 (the "Ifast APA") and to the Assignment and Assumption Agreement between the Purchaser and Ifastgroupe 2004 L.P., pursuant to which all of the rights and obligations of the Purchaser under the Ifast APA were assigned to Ifastgroupe 2004 L.P. (the "Ifast Purchaser").

3. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the filing with this Court of a Monitor's certificate substantially in the form attached hereto at Schedule "B" (the "Monitor's Certificate"), signed by the Monitor, confirming:

- (a) that the Purchase Price (as defined in the Ifast APA) has been paid in accordance with the Ifast APA;
- (b) that the Monitor has been advised by the parties that all conditions to Closing (as defined in the Ifast APA and referred to herein as the "Ifast Closing") with respect to the sale of the Purchased Assets (as defined in the Ifast APA and referred to herein as the "Ifast Purchased Assets") have been satisfied or waived; and
- (c) that the transaction contemplated by the Ifast APA has closed to the satisfaction of the Monitor,

all property and rights in the Ifast Purchased Assets, including, without limitation, the real property described in Schedule "C" hereto (the "Ifast Real Property") and the intellectual property described in Schedule "C.1" hereto, shall vest and be hereby vested absolutely and forever in and to the Ifast Purchaser or its successors and permitted assigns, all on the terms and subject to the conditions set out herein.

4. **THIS COURT ORDERS AND DECLARES** that effective immediately upon the filing with this Court of the Monitor's Certificate, but subject to paragraph 7 hereof, the right, title and interest in and to the Ifast Purchased Assets shall vest in and to the Ifast Purchaser free and

clear of any and all claims and liens, including, without limitation, all (i) estates, (ii) rights, (iii) titles, (iv) interests, (v) claims, (vi) hypothecs, (vii) mortgages, (viii) charges, (ix) security interests, (x) liens (whether contractual, statutory, or otherwise), (xi) assignments, (xii) actions, (xiii) levies and taxes, (xiv) writs of execution, (xv) trusts (whether deemed, contractual, statutory, or otherwise), (xvi) options, (xvii) agreements, (xviii) disputes, (xix) debts or liabilities (whether direct, indirect, absolute or contingent), (xx) adverse claims, (xxi) other encumbrances, rights, limitations or restrictions of any nature whatsoever (whether or not they have attached or been perfected, registered or filed and whether they are secured, unsecured or whether they arise in law, in equity, by statute or otherwise (collectively, the "Claims") by or of any persons of any kind whatsoever, including without limitation, all individuals, firms, corporations, partnerships, joint ventures, trust, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executors, administrators or other legal representatives (collectively, the "Claimants"), including, without limiting the generality of the foregoing: (i) Claims arising under any federal or provincial legislation, including Claims by Her Majesty in Right of Canada or a province, (ii) Claims from employees individually or under successor employer provisions of federal and provincial legislation, (iii) Claims of holders of contractual and proprietary rights, (iv) Claims for cure amounts, (v) Claims provable as defined under the *Bankruptcy and Insolvency Act* (Canada) (the "BIA"), and (vi) Claims of Claimants based on liabilities (including successor liabilities) in connection with products or materials manufactured, sold or distributed directly or indirectly by or on behalf of the Ifast Selling Parties, IRM and the Ivaco Selling Parties (as those terms are defined below) whether directly or through any subsidiary or affiliate.

5. **THIS COURT ORDERS AND DECLARES** that, subject to paragraph 7 hereof but without limiting the generality of the foregoing, the Claims shall include the following specific

claims, liens and encumbrances: (i) any encumbrances or charges created by Order of this Honourable Court in these proceedings; (ii) those charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) (the "PPSA") or the Register of Personal Movable and Real Rights for the Province of Québec (the "Québec Register") or any other personal property registry system set out in Schedule "D" hereto; (iii) those encumbrances set out in Schedule "E" hereto (items (ii) and (iii) being those encumbrances that are contemplated by Schedule 1.1(d) of the Ifast APA, and items (i) through (iii) being referred to as the "Specific Ifast Encumbrances").

6. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the filing with this Court of the Monitor's Certificate, all of the Claims and Specific Ifast Encumbrances affecting or relating to the Ifast Purchased Assets are hereby extinguished, expunged and discharged as against the Ifast Purchased Assets.

7. **THIS COURT ORDERS AND DECLARES** that, notwithstanding any other provision of this vesting order, the Claims and Specific Ifast Encumbrances shall not include any Permitted Encumbrances (as defined in the Ifast APA, and herein referred to as the "Ifast Permitted Encumbrances") or any claims, liens or encumbrances relating to the Assumed Liabilities (as defined in the Ifast APA) (the "Ifast Assumed Liability Encumbrances"). For greater certainty, but without limiting the generality of the foregoing: (i) the right, title and interest in and to the Ifast Purchased Assets vested in and to the Ifast Purchaser shall not be free and clear of any Ifast Permitted Encumbrances or Ifast Assumed Liability Encumbrances; (ii) none of the Ifast Permitted Encumbrances or Ifast Assumed Liability Encumbrances shall be extinguished, expunged or discharged by or as a result of or pursuant to this vesting order; and (iii) no registrations evidencing the Ifast Permitted Encumbrances or Ifast Assumed Liability

Encumbrances shall be discharged, vacated or radiated as a result of or pursuant to this vesting order.

8. **THIS COURT ORDERS AND DECLARES** that, effective from and after the filing of the Monitor's Certificate with this Court, the proceeds of sale of the Ifast Purchased Assets (the "Ifast Sale Proceeds") shall stand in place and stead of the Ifast Purchased Assets. For greater certainty, the Ifast Sale Proceeds shall include all amounts paid or payable to any of the Ifast Selling Parties under or pursuant to the Ifast APA, including, without limiting the generality of the foregoing, (a) the Deposit (as defined in the Ifast APA) held by the Monitor as escrow agent pursuant to the terms of the Ifast APA and an escrow agreement made as of August 6, 2004, between the Ifast Selling Parties, the Purchaser and the Monitor, (b) any portion of the Holdback Amount (as defined in the Ifast APA), and (c) any and all Adjustments (as defined in the Ifast APA), but shall not include the amounts to be paid by any one or more of the Ifast Selling Parties to the (GE) DIP Lender (as defined below) pursuant to paragraph 10 of this vesting order. Any and all Claims and Specific Ifast Encumbrances (but not Ifast Permitted Encumbrances or Ifast Assumed Liability Encumbrances) of or by any Claimants or otherwise in or to the Ifast Purchased Assets, shall attach to and may be asserted against the Ifast Sale Proceeds and each such Claim or Specific Ifast Encumbrance shall have the same rank and priority against the Ifast Sale Proceeds as it would have had with respect to the Ifast Purchased Assets had the Monitor's Certificate not been filed.

9. **THIS COURT ORDERS** that the Ifast Sale Proceeds shall be held by the Monitor, in trust, pending further Order of this Court, provided that the Monitor may use the Ifast Sale Proceeds for payment of reasonable administrative costs and costs related to the Ifast Closing, including payment of any Consent Fee (as defined in the Ifast APA), all as shall be set out in a budget statement prepared by the Monitor and filed with this Court.

10. **THIS COURT ORDERS** that on the Ifast Closing, the Ifastgroupe (as defined in the order of Justice Farley in these proceedings dated September 16, 2003, as amended and restated from time to time (the "Initial Order")) shall pay in full all amounts and satisfy in full all other obligations then owing to the (GE) DIP Lender (as defined in the Initial Order) by the Ifastgroupe under the terms of the senior secured revolving credit facility provided to the Ifastgroupe by the (GE) DIP Lender as approved by this Honourable Court in the Initial Order.

11. **THIS COURT ORDERS** that the payment and satisfaction of obligations to the (GE) DIP Lender as directed by paragraph 10 of this vesting order does not and will not constitute a fraudulent preference, fraudulent conveyance, oppressive conduct, settlement or other challengeable or reviewable transaction under any applicable law.

12. **THIS COURT ORDERS AND DIRECTS** the Land Registrar of the Land Registry Office for the Registry Division of Oxford, the Registrar of the Land Registry of Québec, Registration Division of Rouville and the Registrar of the Land Registry of Québec, Registration Division of Verchères, immediately after the filing with this Court of the Monitor's Certificate, to: (i) accept this vesting order (and any and all documentation ancillary hereto) for registration on the title to the Ifast Real Property in their respective jurisdictions and to enter the Ifast Purchaser or its nominee as the owner in fee simple absolute of such Ifast Real Property; and (ii) do all things necessary to discharge, vacate, radiate and/or rule-off, as the case may be, any of the Specific Ifast Encumbrances that are within their respective jurisdictions. This vesting order shall be their good and sufficient authority for so doing.

13. **THIS COURT ORDERS AND DIRECTS** the Registrar at the Companies and Personal Property Security Branch of the Ministry of Consumer and Business Services for the Province of Ontario (the "PPSA Registrar") and the Registrar of the Register of Personal Movable and Real Rights for the Province of Québec (the "Québec Registrar"), and any equivalent with respect to

registrations under any personal property registry system, immediately after the filing with this Court of the Monitor's Certificate, to delete all of the references to the Specific First Encumbrances from the registers maintained by them respectively. This vesting order shall be their good and sufficient authority for so doing.

IVACO ROLLING MILLS LIMITED PARTNERSHIP

14. **THIS COURT ORDER** refers to an asset purchase agreement between Ivaco Rolling Mills Limited Partnership ("IRM") and the Purchaser made as of August 6, 2004 (the "IRM APA"), and to the Assignment and Assumption Agreement between the Purchaser and Ivaco Rolling Mills 2004 Limited Partnership, pursuant to which all of the rights and obligations of the Purchaser under the IRM APA were assigned to Ivaco Rolling Mills 2004 Limited Partnership (the "IRM Purchaser").

15. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the filing with this Court of the Monitor's Certificate confirming:

- (a) that the Purchase Price (as defined in the IRM APA) has been paid in accordance with the IRM APA;
- (b) that the Monitor has been advised by the parties that all conditions to Closing (as defined in the IRM APA and referred to herein as the "IRM Closing") with respect to the sale of the Purchased Assets (as defined in the IRM APA and referred to herein as the "IRM Purchased Assets) have been satisfied or waived; and
- (c) that the transaction contemplated by the IRM APA has closed to the satisfaction of the Monitor,

all property and rights in the IRM Purchased Assets, including, without limitation, the real property described in Schedule "F" hereto (the "IRM Real Property") and the intellectual property described in Schedule "F.1" hereto, shall vest and be hereby vested absolutely and forever in and to the IRM Purchaser or its successors and permitted assigns, all on the terms and subject to the conditions set out herein.

16. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the filing with this Court of the Monitor's Certificate, but subject to paragraph 19 hereof, the right, title and interest in and to the purchased Assets shall vest in and to the IRM Purchaser free and clear of any and all Claims by or of any Claimants.

17. **THIS COURT ORDERS AND DECLARES** that, subject to paragraph 16 hereof, but without limiting the generality of the foregoing, the Claims shall include the following specific claims, liens and encumbrances: (i) any encumbrances or charges created by Order of this Honourable Court in these proceedings; (ii) those charges, security interests or claims evidenced by registrations pursuant to the PPSA or the Québec Register or any other personal property registry system set out in Schedule "G" hereto; (iii) those encumbrances set out in Schedule "H" hereto (items (ii) and (iii) being those encumbrances that are contemplated by Schedule 1.1(d) of the IRM APA, and items (i) through (iii) being referred to as the "Specific IRM Encumbrances").

18. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the filing with the Court of the Monitor's Certificate, all of the Claims and Specific IRM Encumbrances affecting or relating to the IRM Purchased Assets are hereby extinguished, expunged and discharged as against the IRM Purchased Assets.

19. **THIS COURT ORDERS AND DECLARES** that, notwithstanding any other provision of this vesting order, the Claims and Specific IRM Encumbrances shall not include any Permitted Encumbrances (as defined in the IRM APA, and herein referred to as the "IRM Permitted Encumbrances") or any claims, liens or encumbrances relating to the Assumed Liabilities (as defined in the IRM APA) (the "IRM Assumed Liability Encumbrances"). For greater certainty, but without limiting the generality of the foregoing: (i) the right, title and interest in and to the IRM Purchased Assets vested in and to the IRM Purchaser shall not be free and clear of any IRM Permitted Encumbrances or IRM Assumed Liability Encumbrances; (ii) none of the IRM Permitted Encumbrances or IRM Assumed Liability Encumbrances shall be extinguished, expunged or discharged by or as a result of or pursuant to this vesting order; and (iii) no registrations evidencing the IRM Permitted Encumbrances or IRM Assumed Liability Encumbrances shall be discharged, vacated or radiated as a result of or pursuant to this vesting order.

20. **THIS COURT ORDERS AND DECLARES** that, effective from and after the filing of the Monitor's Certificate with this Court, the proceeds of sale of the IRM Purchased Assets (the "IRM Sale Proceeds") shall stand in place and stead of the IRM Purchased Assets. For greater certainty, the IRM Sale Proceeds shall include all amounts paid or payable to IRM under or pursuant to the IRM APA, including, without limiting the generality of the foregoing, (i) the Deposit (as defined in the IRM APA) held by the Monitor as escrow agent pursuant to the terms of the IRM APA and an escrow agreement made as of August 6, 2004 between IRM, the Purchaser and the Monitor, (ii) any portion of the Holdback Amount (as defined in the IRM APA), and (iii) any and all Adjustments (as defined in the IRM APA), but shall not include the amounts to be paid by IRM to the (GE) DIP Lender (as defined below) pursuant to paragraph 22 of this vesting order. Any and all Claims and Specific IRM Encumbrances (but not IRM Permitted Encumbrances or IRM Assumed Liability Encumbrances) of or by any Claimants or

otherwise in or to the IRM Purchased Assets, shall attach to and may be asserted against the IRM Sale Proceeds and each such Claim or Specified IRM Encumbrance shall have the same rank and priority against the IRM Sale Proceeds as it would have had with respect to the IRM Purchased Assets had the Monitor's Certificate not been filed.

21. **THIS COURT ORDERS** that the IRM Sale Proceeds shall be held by the Monitor, in trust, pending further Order of this Court, provided that the Monitor may use the IRM Sale Proceeds for payment of reasonable administrative costs and costs related to the IRM Closing, including payment of any Consent Fee (as defined in the IRM APA), all as shall be set out in a budget statement prepared by the Monitor and filed with this Court.

22. **THIS COURT ORDERS** that on the IRM Closing, IRM (as defined in the Initial Order) shall pay in full all amounts and satisfy in full all other obligations then owing to the (GE) DIP Lender (as defined in the Initial Order) by IRM under the terms of the senior secured revolving credit facility provided to IRM by the (GE) DIP Lender as approved by this Honourable Court in the Initial Order.

23. **THIS COURT ORDERS** that the payment and satisfaction of obligations to the (GE) DIP Lender as directed by paragraph 22 of this vesting order does not and will not constitute a fraudulent preference, fraudulent conveyance, oppressive conduct, settlement or other challengeable or reviewable transaction under any applicable law.

24. **THIS COURT ORDERS AND DIRECTS** the Land Registrar of the Land Registry Office for the Registry Division of Prescott and the Land Registrar of the Land Registry Office for the Land Titles Division of Prescott immediately after the filing of this Court of the Monitor's Certificate, to: (i) accept this vesting order (and any and all documentation ancillary hereto) for registration on the title to the IRM Real Property in their respective jurisdictions and to enter the

IRM Purchaser or its nominee as the owner in fee simple absolute of such IRM Real Property; and (ii) do all things necessary to discharge, vacate, radiate and/or rule-off, as the case may be, any of the Specific IRM Encumbrances that are within their respective jurisdictions. This vesting order shall be their good and sufficient authority for so doing.

25. **THIS COURT ORDERS AND DIRECTS** the PPSA Registrar and the Québec Registrar, and any equivalent with respect to registrations under any personal property registry system, immediately after the filing with this Court of the Monitor's Certificate, to delete all of the references to the Specific IRM Encumbrances from the registers maintained by them respectively. This vesting order shall be their good and sufficient authority for so doing.

IVACO INC.

26. **THIS COURT ORDER** refers to an asset purchase agreement between Ivaco Inc. ("Ivaco") and 1039028 Ontario Inc. (together, the "Ivaco Selling Parties") and the Purchaser made as of August 6, 2004 (the "Ivaco APA") and to the Assignment and Assumption Agreement between the Purchaser and Sivaco Wire Group 2004 L.P., pursuant to which all of the rights and obligations of the Purchaser under the Ivaco APA were assigned to Sivaco Wire Group 2004 L.P. (the "Ivaco Purchaser").

27. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the filing with this Court of the Monitor's Certificate confirming:

- (a) that the Purchase Price (as defined in the Ivaco APA) has been paid in accordance with the Ivaco APA;
- (b) that the Monitor has been advised by the parties that all conditions to Closing with respect to the sale of the Purchased Assets (as such terms are defined in

the Ivaco APA, the latter being referred to herein as the "Ivaco Purchased Assets") have been satisfied or waived; and

- (c) that the transaction contemplated by the Ivaco APA has closed to the satisfaction of the Monitor,

all property and rights in the Ivaco Purchased Assets, including, without limitation, the real property described in Schedule "I" hereto (the "Ivaco Real Property") and the intellectual property described in Schedule "I.1" hereto, shall vest and be hereby vested absolutely and forever in and to the Ivaco Purchaser or its successors and permitted assigns, all on the terms and subject to the conditions set out herein.

28. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the filing with this Court of the Monitor's Certificate, but subject to paragraph 31 hereof, the right, title and interest in and to the Ivaco Purchased Assets shall vest in and to the Ivaco Purchaser free and clear of any and all Claims by or of any Claimants.

29. **THIS COURT ORDERS AND DECLARES** that, subject to paragraph 31 hereof, but without limiting the generality of the foregoing, the Claims shall include the following specific claims, liens and encumbrances: (i) any encumbrances or charges created by Order of this Honourable Court in these proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the PPSA or the Québec Register or any other personal property registry system set out in Schedule "J" hereto; (iii) those encumbrances set out in Schedule "K" hereto (items (ii) and (iii) being those encumbrances that are contemplated by Schedule 1.1(d) of the Ivaco APA, and items (i) through (iii) being referred to as the specific "Specific Ivaco Encumbrances").

30. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the filing of this Court of the Monitor's Certificate all of the Claims and Specific Ivaco Encumbrances affecting or relating to the Purchased Assets are hereby extinguished, expunged and discharged as against the Purchased Assets.

31. **THIS COURT ORDERS AND DECLARES** that, notwithstanding any other provision of this vesting order, the Claims and Specific Ivaco Encumbrances shall not include any Permitted Encumbrances (as defined in the Ivaco APA, and herein referred to as the "Ivaco Permitted Encumbrances") or any claims, liens or encumbrances relating to the Assumed Liabilities (as defined in the Ivaco APA) (the "Ivaco Assumed Liability Encumbrances"). For greater certainty, but without limiting the generality of the foregoing: (i) the right, title and interest in and to the Ivaco Purchased Assets vested in and to the Ivaco Purchaser shall not be free and clear of any Ivaco Permitted Encumbrances or Ivaco Assumed Liability Encumbrances; (ii) none of the Ivaco Permitted Encumbrances or Ivaco Assumed Liability Encumbrances shall be extinguished, expunged or discharged by or as a result of or pursuant to this vesting order; and (iii) no registrations evidencing the Ivaco Permitted Encumbrances or Ivaco Assumed Liability Encumbrances shall be discharged, vacated or radiated as a result of or pursuant to this vesting order.

32. **THIS COURT ORDERS AND DECLARES** that, effective from and after the filing of the Monitor's Certificate with this Court, the proceeds of sale of the Ivaco Purchased Assets (the "Ivaco Sale Proceeds") shall stand in place and stead of the Ivaco Purchased Assets. For greater certainty, the Ivaco Sale Proceeds shall include all amounts paid or payable to either of the Ivaco Selling Parties under or pursuant to the Ivaco APA, including, without limiting the generality of the foregoing, (i) the Deposit (as defined in the Ivaco APA) held by the Monitor as escrow agent pursuant to the terms of the Ivaco APA and an escrow agreement made as of

August 6, 2004, between Ivaco, the Purchaser and the Monitor, (ii) any portion of the Holdback Amount (as defined in the Ivaco APA); and (iii) any and all Adjustments (as defined in the Ivaco APA). Any and all Claims or Specific Ivaco Encumbrances (but not Ivaco Permitted Encumbrances or Ivaco Assumed Liability Encumbrances) of or by any Claimants or otherwise in or to the Ivaco Purchased Assets, shall attach to and may be asserted against the Ivaco Sale Proceeds and each such Claim or Specific IRM Encumbrance shall have the same rank and priority against the Ivaco Sale Proceeds as it would have had with respect to the Ivaco Purchased Assets had the Monitor's Certificate not been filed.

33. **THIS COURT ORDERS** that the Ivaco Sale Proceeds shall be held by the Monitor, in trust, pending further Order of this Court, provided that the Monitor may use the Ivaco Sale Proceeds for payment of reasonable administrative costs and costs related to the Ivaco Closing, including payment of any Consent Fee (as defined in the Ivaco APA), all as shall be set out in a budget statement prepared by the Monitor and filed with this Court.

34. **Intentionally deleted.**

35. **Intentionally deleted.**

36. **THIS COURT ORDERS AND DIRECTS** the Land Registrar of the Land Registry Office for the Registry Division of Oxford and the Registrar of the Land Registry of Québec, Registration Division of Rouville, immediately after the filing with this Court of the Monitor's Certificate, to: (i) accept this vesting order (and any and all documentation ancillary hereto) for registration on the title to the Ivaco Real Property in their respective jurisdictions and to enter the Purchaser or its nominee as the owner in fee simple absolute of such Ivaco Real Property;

and (ii) do all things necessary to discharge, vacate, radiate and/or rule-off, as the case may be, any of the Specific Ivaco Encumbrances that are within their respective jurisdictions. This vesting order shall be their good and sufficient authority for so doing.

37. **THIS COURT ORDERS AND DIRECTS** the PPSA Registrar and the Québec Registrar, and any equivalent with respect to registrations under any personal property registry system, immediately after the filing with this Court of the Monitor's Certificate, to amend all the personal property registrations in respect of the Specific Ivaco Encumbrances to remove Ivaco as a debtor and, if the only debtor (or if, together with another Ivaco Selling Party or a division of Ivaco, the only debtor), to discharge the registration from the registers maintained by them respectively. This vesting order shall be their good and sufficient authority for so doing.

GENERAL

38. **THIS COURT ORDERS AND DECLARES** that any and all equipment leases or leased equipment that is subject to an equipment lease to be transferred to the Ifast Purchaser, IRM Purchaser or Ivaco Purchaser pursuant to the Ifast APA, IRM APA and Ivaco APA, whether such leases are financing leases or true leases, shall, to the extent transferred to the Ifast Purchaser, IRM Purchaser or Ivaco Purchaser, be transferred in accordance with and subject to the terms of such leases, or as the lessor under such leases may otherwise agree.

39. **THIS COURT ORDERS** that the Monitor shall, immediately upon filing the Monitor's Certificate with this Court, provide a copy and confirmation of filing to the Ifast Purchaser, IRM Purchaser and Ivaco Purchaser.

40. **THIS COURT ORDERS** that, notwithstanding:
(a) the pendency of these proceedings; and

- (b) any petitions for a receiving order now or hereafter issued pursuant to the BIA in respect of the Ifast Selling Parties, IRM or the Ivaco Selling Parties (collectively, the "Vendors"), any receiving order issued pursuant to any such petitions, or any other administration of proceedings affecting the Vendors or any of the Applicants;

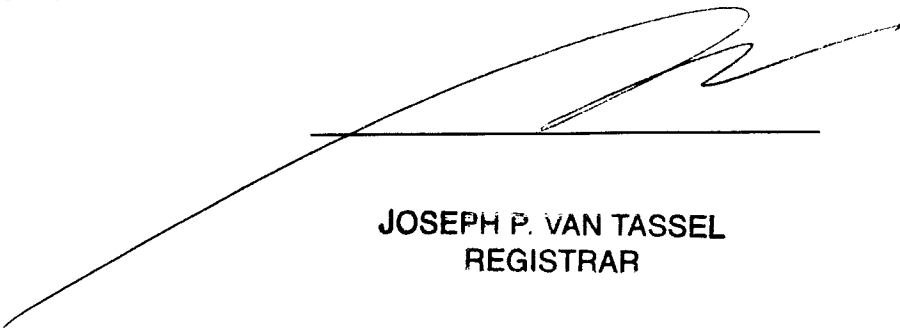
the vesting of the Ifast Purchased Assets, IRM Purchased Assets and Ivaco Purchased Assets in the Ifast Purchaser, IRM Purchaser and Ivaco Purchaser pursuant to this Order shall remain in full force and effect and govern, and shall not be void or voidable and shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendors (or any of them) and upon any other administrator in any proceeding noted in subparagraph 40(b) herein.

41. **THIS COURT ORDERS** that, to the extent of any inconsistency between this Order and the Vesting Order of this Court dated August 18, 2004 (the "First Vesting Order") in this proceeding, this Order shall govern. To the extent that a party affected by the First Vesting Order was served with the First Vesting Order and had notice of its issuance by this Court, such party shall have no additional rights or remedies as a result of this Order.

42. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

43. **THIS COURT REQUESTS** the aid and recognition of any Court or administrative, regulatory or governmental body in Canada and any other Court or administrative, regulatory or governmental body in any other province or territory of Canada, including the assistance of any Court in Canada pursuant to the *Companies' Creditors Arrangement Act* and/or the BIA and any Court or administrative, regulatory or governmental body in any other jurisdiction to act in aid or to be complementary in carrying out the terms of this Order. Notwithstanding the generality of

the foregoing, this Court requests the aid and recognition of the Courts of the Province of Québec in carrying out the terms of this Order.



JOSEPH P. VAN TASSEL
REGISTRAR

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

NOV 30 2004

PER/PAR



SCHEDULE "A"

Applicants Filing for CCAA

1. Ivaco Inc.
2. Ivaco Rolling Mills Inc.
3. Ifastgroupe Inc.
4. IFC (Fasteners) Inc.
5. Ifastgroupe Realty Inc.
6. Docap (1985) Corporation
7. Florida Sub One Holdings, Inc.
8. 3632610 Canada Inc.

SCHEDULE "B"

Court File No. 03-CL-5145

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) ■, THE ■
JUSTICE FARLEY) DAY OF ■, 2004

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF A Plan or Plans of Compromise or Arrangement of Ivaco Inc. and the Applicants listed in Schedule "A"

RECITALS

A. Pursuant to an Order dated September 16, 2003, Ivaco Inc. (and other related entities) were granted an Initial Order pursuant to the *Companies' Creditors Arrangement Act*.

B. Pursuant to two Orders of the Court dated August 18, 2004, the Court approved the agreement of purchase and sale made as of August 6, 2004 (the "Ivaco APA") between Ivaco Inc. and 1039028 Ontario Inc. and Ill Canada Acquisition Company (the "Purchaser"), Heico Holdings Inc. and The Heico Companies, L.L.C., the agreement of purchase and sale made as of August 6, 2004 (the "IRM APA") between Ivaco Rolling Mills Limited Partnership and the Purchaser, and the agreement of purchase and sale made as of August 6, 2004 (the "Ifast APA") between Ifastgroupe and Company, Limited Partnership, Ifastgroupe Realty Inc., IFC (Fasteners) Inc. and 1039028 Ontario Inc. and the Purchaser (the Ivaco APA, IRM APA and Ifast APA, being collectively, the "APAs") and provided for the vesting of the Purchased Assets (as defined in each of the Ivaco APA, the IRM APA and the Ifast APA) in the Purchaser, which vesting is to be effective with respect to the Purchased Assets upon the filing of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets under each of the APAs; (ii) that all of the conditions to Closing of the APAs have been satisfied or waived; and (iii) that the transaction has been completed in accordance with the provisions of the APAs.

C. Pursuant to Assignment and Assumption Agreements dated November ■, 2004, the Purchaser assigned all of its rights and obligations under the Ifast APA to Ifastgroupe 2004 L.P. (the "Ifast Purchaser"), all of its rights and obligations under the IRM APA to Ivaco Rolling

Mills 2004 L.P. (the "IRM Purchaser"), and all of its rights and obligations under the Ivaco APA to Sivaco Wire Group 2004 L.P. (the "Ivaco Purchaser").

D. Unless otherwise indicated herein, terms with initial capitals have the meaning set out in the relevant APA.

THE MONITOR HEREBY CERTIFIES the following:

1. Each of the Ifast Purchaser, the IRM Purchaser and the Ivaco Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to each of the APAs;
2. The Monitor has been advised by the parties that all of the conditions to Closing under the APAs have been satisfied or waived in accordance with the APAs; and
3. The transactions have been completed in accordance with the provisions of the APAs.

DATED at Toronto, Ontario this ■ day of ■, 2004.

ERNST & YOUNG INC. in its capacity as
monitor of the Applicants and not in its personal
capacity

By: _____
Name:
Title:

SCHEDULE "C"

MUNICIPAL AND LEGAL DESCRIPTION

IFASTGROUPE AND COMPANY, LIMITED PARTNERSHIP
(INGERSOLL FASTENERS DIVISION)

Municipal Address: 390 Thomas Street, Ingersoll, ON N5C 3K3

Registered Owner: 1039028 Ontario Inc.

Beneficial Owner: Ifastgroupe and Company, Limited Partnership

Legal Description: Part of Lots 145, 146 and 147, Block 27, Registered Plan 279, Town of Ingersoll, County of Oxford designated as Part 3 on Plan 41R-5715, being the whole of P.I.N. 00151-0093(R).

IFASTGROUPE AND COMPANY, LIMITED PARTNERSHIP
(INFATool DIVISION)

Municipal Address: 269 Ingersoll Street, Ingersoll, ON N5C 4J7

Registered Owner: 1039028 Ontario Inc.

Beneficial Owner: Ifastgroupe and Company, Limited Partnership

Legal Description: Part of Lots 178, 179, 180, 181, 194, 195, 196, 197, 206, 207, 208, 251 and Part of Wadsworth Drive and Part of Dean Crescent, Plan 709; designated as Part 1 on Plan 41R-734, Ingersoll, being the whole of P.I.N. 00153-0076(R).

IFASTGROUPE REALTY INC.
(LEASED TO GALVANO DIVISION)

Civic Address: 2620 rue Bernard-Pilon, St-Mathieu-de-Beloeil, J3G 4S5

Registered Owner: Ifastgroupe Realty Inc.

Beneficial Owner: Ifastgroupe Realty Inc.

Legal Description: That certain emplacement situated in City of Beloeil, fronting on Bernard-Pilon Boulevard, known and described as being lot number FOURTEEN of the subdivision of lot number TWO HUNDRED AND TWENTY THREE (223-14) of the Official Cadastre of the Parish of Saint-Mathieu-de-Beloeil, Registration Division of Verchères.

With all the buildings thereon, namely the one bearing civic numbers 2620 Bernard-Pilon Boulevard.

Together with all mechanical, electrical and air-conditioning equipment and all movables, appliances and fixtures which are permanently physically attached or joined and situated in the building above-mentioned and pertaining to its operation belonging to the Seller.

As the said emplacement now subsists with all its rights, members and appurtenances, without exception or reserve of any kind on the part of the Seller.

IFASTGROUPE REALTY INC.
(LEASED TO INFASCO DIVISION)

Civic Address: 700 Ouellette Street, Marieville

Registered Owner: Ifastgroupe Realty Inc.

Beneficial Owner: Ifastgroupe Realty Inc.

Legal Description: That certain emplacement fronting on the West side of Ouellette Street in the City of Marieville, Province of Québec, known and designated as lot numbers:

ONE MILLION SIX HUNDRED AND FIFTY-FOUR THOUSAND ONE HUNDRED AND EIGHT (1 654 108) of the Cadastre du Québec, Registration Division of Rouville;

ONE MILLION SIX HUNDRED AND FIFTY-FOUR THOUSAND ONE HUNDRED AND FORTY-SEVEN (1 654 147) of the Cadastre du Québec, Registration Division of Rouville;

ONE MILLION SIX HUNDRED AND FIFTY-FOUR THOUSAND ONE HUNDRED AND FIFTY (1 654 150) of the Cadastre du Québec, Registration Division of Rouville;

ONE MILLION SIX HUNDRED AND FIFTY-FOUR THOUSAND ONE HUNDRED AND FIFTY-ONE (1 654 151) of the Cadastre du Québec, Registration Division of Rouville;

ONE MILLION SIX HUNDRED AND FIFTY-FOUR THOUSAND ONE HUNDRED AND FIFTEEN (1 654 115) of the Cadastre du Québec, Registration Division of Rouville; and

ONE MILLION SIX HUNDRED AND FIFTY-FOUR THOUSAND ONE HUNDRED AND EIGHTEEN (1 654 118) of the Cadastre du Québec, Registration Division of Rouville;

With all buildings thereon erected and, more particularly, the building bearing civic number 700 Ouellette Street, City of Marieville, Province of Québec, J3M 1P5.

That certain vacant emplacement located on the East side of Ouellette Street in the City of Marieville, Province of Québec, known and designated as lot numbers:

ONE MILLION SIX HUNDRED FIFTY-FOUR THOUSAND AND NINETY (1 654 090) of the Cadastre du Québec, Registration Division of Rouville; and

ONE MILLION SIX HUNDRED FIFTY-FOUR THOUSAND AND NINETY-THREE (1 654 093) of the Cadastre du Québec, Registration Division of Rouville.

Together with all mechanical, electrical and air-conditioning equipment and all movables, appliances and fixtures which are permanently physically attached or joined and situated in the building above-mentioned and pertaining to its operation belonging to the Seller.

As the said emplacement now subsists with all its rights, members and appurtenances, without exception or reserve of any kind on the part of the Seller.

INFASCO North-West Corner Lots

That certain emplacement fronting on the West side of Ouellette Street in the City of Marieville, Province of Québec, known and designated as lot numbers:

ONE MILLION SIX HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED AND SEVENTEEN (1 654 117) of the Cadastre du Québec, Registration Division of Rouville; and

ONE MILLION SIX HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED AND FIFTY-EIGHT (1 657 858) of the Cadastre du Québec, Registration Division of Rouville.

As the said emplacement now subsists with all its rights, members and appurtenances, without exception or reserve of any kind on the part of the Seller.

SCHEDULE "C.1"

INTELLECTUAL PROPERTY IFASTGROUPE AND COMPANY, LIMITED PARTNERSHIP

As at November 26, 2004.

TRADE-MARKS

CANADA

Trade-mark	Registration No.	Registration Date	Data Room Reference
M & design	399,959	July 3, 1992	6.9.1
Infasco	188,171	January 26, 1973	
Infasco; Triangle design	402,072	August 28, 1992	
Infasco; Triangles design	431,543	August 5, 1994	
TCB	409,314	March 12, 1993	

UNITED STATES

Trade-mark	Registration No.	Registration Date	Data Room Reference
Infasco; Triangle design	2,118,627	December 9, 1997	6.9.1
Infasco; Triangles design	1,727,002	October 27, 1992	
TCB	1,644,238	May 14, 1991	

BUSINESS NAMES

CANADA

	<u>Registration No.</u>	<u>Registration Date</u>
Galvano	1141323783 (QC)	
Infasco	TN5903943 1141323783 1408905(NS)	(AB) December 13, 1993 (QC)
Ingersoll Fasteners	■	
Infasco Nut	■	
Infatool	950602938 (ON)	
Révomac	114323783 (QC)	

DOMAIN NAMES

infasconut.com
ingersollfasteners.com

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Infasco corporate website, currently located at www.infasco.com and www.ifastgroupe.com Not registered.

Infasco Nut corporate website, currently located at www.infasconut.com Not registered.

Ingersoll Fasteners corporate website, currently located at www.ingersollfasteners.com Not Registered.

COMMON LAW TRADE-MARKS

Ifastgroupe
Galvano
Ingersoll Fasteners
IFC

SCHEDULE "D"
PPSA ENCUMBRANCES

Ontario

1. Financing Statement/Financing Change Statement(s) - Reference File No. 869498307

Registration No.:	20010129 1805 1531 3228				°
Registration Period:	4 year(s)				
Debtor:	Ifastgroupe and Company Limited Partnership 3990 Nashua Dr Mississauga, Ontario L4V 1P8				
Secured Party:	Tennant Financial Services 2300 Meadowvale Blvd, 200 Mississauga, Ontario L5N 5P9				
Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included:	Yes	No	
	Inventory	Amount:			
	Equipment	✓	Date of maturity:		
	Accounts		Motor vehicle description:		
	Other	✓			

Ontario

2. Financing Statement/Financing Change Statement(s) - Reference File No. 890264394

Registration No.:	20021219 1820 1531 2689				°
Registration Period:	7 year(s)				
Debtor (1):	Ifastgroupe and Company, Limited Partnership 390 Thomas Street Ingersoll, Ontario N5C 3K3				
Debtor (2):	Ifastgroupe and Company, Limited Partnership 700 Ouellette Street Marieville, Quebec J3M 1P6				
Debtor (3):	Societe en Commandite Ifastgroupe 390 Thomas Street Ingersoll, Ontario N5C 3K3				
Debtor (4):	Societe en Commandite Ifastgroupe 700 Ouellette Street Marieville, Quebec J3M 1P6				
Secured Party:	HSBC Bank Canada 300-2001 McGill College Avenue Montreal, Quebec H3A 1G1				
Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included:	Yes	No	

field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)

Inventory		Amount: \$89,665
Equipment	✓	Date of maturity: September 18, 2009
Accounts		Motor vehicle description:
Other	✓	

General Collateral Description: Weighpack 5129 1 machine de tri automatique weighpack/monoctopus pour des boulons.

3. Intentionally Deleted.

Québec

4. Conventional hypothec without delivery

Creditor:	GE Canada Finance Inc.
Debtor:	IFC (Fasteners) Inc. IFC (Attaches) Inc. IFC (Fasteners) Inc./IFC (Attaches) Inc. IFC (Attaches) Inc./IFC (Fasteners) Inc.
Registration No.:	03-0495659-0002
Date of registration:	September 19, 2003
Expiry date:	September 19, 2013
Constituting deed:	Notarial deed dated September 18, 2003, before Robert Alain, notary, under minute number 6,707.
Charged property:	See Appendix A
Amount:	\$26,400,000, together with interest thereon at the rate of 25% per annum.
Mention:	The Lender authorizes the Borrower to collect all Claims as and when they become due. At any time following the occurrence of an Event of Default which is continuing, the Lender may, at its discretion, withdraw this authorization, by giving notice as prescribed by law.
Reference:	Assignment of a right 04-0060666-0003 on February 6, 2004: Assignor: GE Canada Finance Inc. Assignee: GE Canada Finance Holding Company

5. Modification of a published right

Lessor:	Compagnie de Location Credit Ford Canada
Lessee:	Ifastgroupe Inc.
Registration number:	01-0456779-0002
Date of registration:	December 7, 2001
Constituting deed:	Deed under private writing (date is not mentioned)

Reference: To remove lessee Amcan Produits Filetés Inc. and Jean Calgaro and add lessee Ifastgroupe Inc.
Re: Rights resulting from a lease 01-0259488-0074 on July 20, 2001 (Expiry date: July 19, 2004)

Charged property: Motor vehicle:
1FAFP34P41W259741 2001 Ford Focus.

6. Rights resulting from a lease

Lessor: Praxair Canada Inc.
Lessee: Ifastgroupe Inc.
Ifastgroupe Inc. acting under the name:
Infasco
Registration number: 01-0306170-0009
Date of registration: August 24, 2001
Expiry date: August 23, 2011
Constituting deed: Deed under private writing (date is not mentioned)
Charged property: All present and future movable property of any nature and wherever located, including without limitation all bulk cryogenic storage tanks used for the storage, filling and delivery of industrial and medical gases including, without limitation; argon, carbon dioxide, nitrogen, nitrous oxide and oxygen; any cryogenic freezer; and any and all related equipment, accessories, parts, components and attachments thereof.

7. Rights of the lessor

Lessor: BNP Paribas (Canada)
Lessee: Société en commandite Ifastgroupe
Ifastgroupe and Company Limited Partnership
Registration number: 00-0261213-0001
Date of registration: September 6, 2000
Expiry date: August 30, 2010
Constituting deed: Deed under private writing dated November 29, 1994
Charged property: 6 FOURS INDUSTRIELS (ANNEE 1994) POUR LE
TRAITEMENT THERMIQUE DU FIL MACHINE PAR FOUR A
POTS (COMPRED 6 FOURS A POTS D'UNE CAPACITÉ
TOTALE DE 1650 TONNES DE FIL TRAITÉ PAR MOIS). FOURS
INDUSTRIELS AUTOMATISES ET CONTROLÉS PAR
MICROPROCESSEUR POUR EFFECTUER UN TRAITEMENT
THERMIQUE DE RECUI DE SPHEROIDSATION ADEQUAT.
1 DATALINER ALLEN-BRADLEY
1 A.M.C.I.
2 A.M.C.I.
1 MEMOIRE 64K

1 PROCESSEUR
4 CARTES THERMOCOUPLE
3 CHASSIS 16 ENCOCHES
3 SOURCES D'ALIMENTATION
2 CABLES DE COMMUNICATION
3 CABLES D'ALIMENTATION
6 32 ENT. 24 VDC.
7 16 SORT. RELAIS
1 32 SORT. 24 VDC
1 COMM. LOCALE
7 BRAS DE CABLAGE
1 PANELVIEW
1 LOGICIEL PANELVIEW
1 LOGICIEL PLC5-60 ALLEN BRADLEY

Mention: Lease term is 65 months.

8. Rights of the lessor

Lessor: Caterpillar Financial Services Limited
Lessee: Société en commandite Ifastgroupe
Infasco
Registration number: 00-0066122-0001
Date of registration: March 20, 2000
Expiry date: March 6, 2010
Constituting deed: Deed under private writing dated March 6, 2000
Charged property: 1999 Chariot elevateur Caterpillar model DP150 s/n 6DP00479

9. Conventional hypothec without delivery

Creditor: GE Capital Quebec Equipment Financing Inc.
Debtor: Ifastgroupe and Company, Limited Partnership
Registration number: 96-0109214-0001
Date of registration: September 5, 1996
Expiry date: September 5, 2006
Constituting deed: Deed under private writing dated September 5, 1996
Charged property: See Appendix B
Amount: \$7,625,000.00 with interest at the rate of 24% -per annum

10. Rights resulting from a lease and assignment of rights

Lessor: N. Bernard Pontiac Buick Cadillac GMC Inc.
Lessee: SEC Ifastgroupe
Assignee: GMAC Location Limitée
GMAC Leaseco Limited
Registration number: 02-0355168-0041
Date of registration: August 13, 2002
Expiry date: August 7, 2005
Constituting deed: Deed under private writing dated August 7, 2002
Charged property: Motor vehicle:
1GMDV03EX2D169380 2002 Pontiac Montana
And all proceeds therefrom.

11. Conventional Hypothec without delivery

Creditor: Ifastgroupe and Company, Limited Partnership
Société en commandite Ifastgroupe
Ivaco Rolling Mills Limited Partnership
Société en commandite Laminoirs Ivaco
Debtor: Ivaco Inc.
Registration number: 03-0505297-0001
Date of registration: September 24, 2003
Expiry date: September 23, 2013
Constituting deed: Notarial deed dated September 23, 2003, before Kevin Leonard, notary, under minute number 4,973.
Charged property: See Appendix B
Amount: \$14,400,000 in lawful money of Canada, together with interest thereon from September 23, 2003 at the rate of 25% per annum.
Mention: Ifastgroupe and Company, Limited Partnership and Ivaco Rolling Mills Limited Partnership (collectively, the "Lender") have authorized Ivaco Inc. to collect all Claims as and when they become due. At any time following the occurrence of an Event of Default which is continuing, the Lender may, at its discretion, withdraw this authorization, by giving notice as prescribed by law.
Reference: Assignment of rank 03-0635307-0003 on November 27, 2003:
Assignor: Ifastgroupe and Company Limited Partnership
Assignee: AIG Credit Corp. of Canada
Re: 03-0505297-0001
03-0632495-0001
03-0632495-0002

Assignment of rank 04-0468309-0001 on August 10, 2004:

Assignor: Ifastgroupe and Company Limited Partnership,
Ivaco Rolling Mills Limited Partnership

Assignee: AIG Credit Corp. of Canada

Charged property:

All unearned premiums relating to or receivable pursuant to the Insurance Policies.

For purposes hereof, "Insurance Policies" means the following insurance policies (together with any extension, amendment and renewal thereof):

Policy Number and Prefix; Name and Address of Insurer

CA00000904L104A; XL Insurance Company Limited, Toronto,
Ontario BE-139-7186; American Home Insurance Co., Toronto,
Ontario

8829807; Zurich Insurance Company CAB, Toronto, Ontario

9040851; Commerce & Industry INS. CO. of Canada, Montreal,
Quebec

XLUMB-00257; XL Insurance (Bermuda) Ltd., Toronto, Ontario

Re: 03-0505297-0001

04-0457464-0001

12. Rights of the lessor

Lessor: HSBC Bank Canada/Banque HSBC Canada

Lessee: Ifastgroupe and Company Limited Partnership
Société en commandite Ifastgroupe

Registration number: 03-0004521-0003

Date of registration: January 7, 2003

Expiry date: April 18, 2007

Constituting deed: Deed under private writing dated December 20, 2002

Charged property: 1 Web Store Project including Ironside software, license agreement and implementation services and training.

13. Rights of the lessor

Lessor: HSBC Bank Canada/Banque HSBC Canada

Lessee: Ifastgroupe and Company Limited Partnership
Société en commandite Ifastgroupe

Registration number: 03-0004521-0001

Date of registration: January 7, 2003

Expiry date: September 18, 2009

Constituting deed: Deed under private writing dated December 18, 2002

Charged property: See Appendix C

14. Rights resulting from a lease

Lessor: HSBC Bank Canada/Banque HSBC Canada
Lessee: Société en commandite Ifastgroupe Ifastgroupe and Company Limited Partnership
Registration number: 00-0387695-0001
Date of registration: December 19, 2000
Expiry date: August 14, 2007
Constituting deed: Deed under private writing dated December 14, 2000
Charged property: Fours de recuit no 11 and no 12/ annealing Box Furnaces no 11 and no 12.

15. Rights of the lessor

Lessor: HSBC Bank Canada/Banque HSBC Canada
Lessee: Société en commandite Ifastgroupe Ifastgroupe and Company Limited Partnership
Registration number: 00-0351776-0002
Date of registration: November 17, 2000
Expiry date: July 27, 2007
Constituting deed: Deed under private writing dated November 16, 2000
Charged property: 1 CATERPILLAR (MCF) NEUVE GC25K HP AT82C90495
NO ID: 219781
CAPACITÉ DE 24" DU CENTRE DE CHARGE = 5,000 LBS
MAT TRIPLE 188"/83.5"
MOTEUR 57 HP
FOURCHES 1.6/ X 39" X 42"
DEPORT LATERAL
DROITS SPECIFIQUES SUR LES PNEUS NEUFS

16. Rights of the lessor

Lessor: HSBC Bank Canada/Banque HSBC Canada
Lessee: Société en commandite Ifastgroupe Ifastgroupe and Company Limited Partnership
Registration number: 00-0351776-0001
Date of registration: November 17, 2000
Expiry date: July 27, 2007
Constituting deed: Deed under private writing dated November 16, 2000
Charged property: 1 AMH CHAIN CONVEYOR FOR SSR-100 THREADER

1 FURNACE DOCTOR FD0005036
1 MECTRON Q4000-8 INSPECTION SYSTEM
1 36" HANG BY HEAD BOWL
1 VIBRATORY BOWL SOUND ENCLOSURE
1 URETHANE COATING ON VIBRATORY BOWL
1 PART SEPARATOR FOR FEEDER BOWL
1 SPARE GATE ASSEMBLY
1 MECTRON PACKAGING SYSTEM
1 NEWAGE INDENTRON ROCKWELL HARDNESS 002287
TESTING SYSTEM

17. Rights of the lessor

Lessor: HSBC Bank Canada/Banque HSBC Canada
Lessee: Société en commandite Ifastgroupe
Ifastgroupe and Company Limited Partnership
Registration number: 00-0306515-0001
Date of registration: October 11, 2000
Expiry date: June 14, 2007
Constituting deed: Deed under private writing dated October 3, 2000
Charged property: 1 Tour Okuma type LS 4412-1741
Swing Over Bed 540MM
Distance between center 1500MM

18. Rights of the Lessor

Lessor: HSBC Bank Canada/Banque HSBC Canada
Lessee: Société en commandite Ifastgroupe
Ifastgroupe and Company Limited Partnership
Registration number: 00-0355472-0001
Date of registration: November 22, 2000
Expiry date: July 27, 2007
Constituting deed: Deed under private writing dated November 16, 2000
Charged property: NEW RACKING SYSTEM:
188 NEW 30" X 18' UPRIGHTS
2492 USED 92" BEAMS
188 12" SPACERS
220 92" USED CLIP TYPE BEAMS FOR EXISTING RACK
5 16' DOUBLE SIDED CANTILEVER UPRIGHTS
70 48" ARMS
3 SETS OF BRACES

19. Conventional Hypothec without delivery

Creditor: GE Canada Finance Inc.
Debtor: Ifastgroupe Inc.
Registration number: 03-0635653-0004
Date of registration: November 27, 2003
Expiry date: November 27, 2013
Constituting deed: Notarial deed dated November 27, 2003, before Robert Alain, notary, under minute number 6792.
Charged property: See Appendix F
Amount: \$26,400,000 with interest at the rate of 25% per annum.
Reference: Assignment of a right 04-0060666-0003 on February 6, 2004:
Assignor: GE Canada Finance Inc.
Assignee: GE Canada Finance Holding Company

20. Rights of the lessor

Lessor: HSBC Bank Canada
Lessee : Ifastgroupe and Company Limited Partnership/Société en commandite Ifastgroupe
Registration number: 99-0168983-0001
Date of registration: October 18, 1999
Expiry date: February 28, 2006
Constituting deed: Deed under private writing dated June 16, 1999
Charged property: US Filter Surface Preparation 2183/2184
Wheelabrator & BCP Products
6WHL Coil Descaling Machine.

21. Rights resulting from a lease

Lessor: HSBC Bank Canada
Lessee : Ifastgroupe and Company Limited Partnership/Société en commandite Ifastgroupe
Registration number: 99-0168972-0030
Date of registration: October 15, 1999
Expiry date: February 28, 2006
Constituting deed: Deed under private writing dated June 16, 1999
Charged property: The universality of movable property, present and future, made available to the Lessee in the context of the operation of its enterprise, including, without limitation, all equipment present and future.

Mention: This is a global registration pursuant to art. 2961.1 of the Civil Code of Québec.

22. Rights of the lessor

Lessor: HSBC Bank Canada/Banque HSBC Canada
Lessee : Société en commandite lfast Groupe/lfast Groupe and Company Limited Partnership
Registration number: 99-0228664-0003
Date of registration: December 22, 1999
Expiry date: August 31, 2006
Constituting deed: Deed under private writing dated December 20, 1999
Charged property: See APPENDIX F
Reference: Rectification 00-0048220-0001 on February 29, 2000:
To modify the spelling of the lessee
Correct spelling: Société en commandite lfastgroupe/lfastgroupe and Company Limited Partnership

Manitoba

23. lfastgroupe Inc.: Registration 200323909406 (2003-11-24 10:05:21AM)

Registered under: *The Personal Property Security Act*
Expiry Date (YYY-MM-DD): 2008-11-18
Special Notices: Perfection in Another Jurisdiction
Debtor Address: 993 Century Street
Winnipeg, MB
Canada R3H 0W4

This registration is jointly registered with these business debtors: Societe en Commandite lfastgroupe
lfastgroupe and Company, Limited Partnership/Societe en Commandite lfastgroupe
Societe en Commandite lfastgroupe/lfastgroupe and Company, Limited Partnership
lfastgroupe Realty Inc.
Immobilier lfastgroupe Inc.
lfastgroupe Realty Inc./Immobilier lfastgroupe Inc.
lfastgroupe and Company, Limited Partnership
Immobilier lfastgroupe Inc./lfastgroupe Realty Inc.
IFC (Fasteners) Inc.
IFC (Attaches) Inc.
IFC (Fasteners) Inc./IFC (Attaches) Inc.
IFC (Attaches) Inc./IFC (Fasteners) Inc.

Secured Parties (party code, name, address): GE Canada Finance Holding Company
1500 – 11 King Street West
Toronto, ON

Canada M5H 4C7

General Collateral Description: The security interest is taken in all of the debtor's present and after-acquired personal property.

Change History: Registration Number: 200403120218 (2004-02-26 10:23:31 AM)
Sections Changed: Secured Parties

Alberta

24. Registration Number: 03100724776

Registration Number: 03100724776
Registration Date: 07 OCT 2003
Registration Status: Current, Remote Registration
Type: WCB Charge
Expiry Date: Infinity

Amendments to Registration:

04042025652	Amendment	20 APR 2004	Remote Registration
04081807291	Amendment	18 AUG 2004	Remote Registration

Debtor Details:

0001	Name: Ifastgroupe and Company, Limited Partnership	Status: Current
	Addr: 700 Ouellette St Marievalle PQ J3M 1P6	
0002	Name: Infasco Div	Status: Current
	Addr: As above PQ	

Secured Party Details:

0001	Name: Workers' Compensation Board/Collection Unit	Status: Current
	Addr: 9925 – 107 Street, 8 th Floor Edmonton, AB T5J 2S5	

General Collateral Details:

0001	All present and after-acquired personal property and all	Status: Current
0002	Property used in connection with, pursuant to WCB Act S129	Status: Current

Particulars Details:

0001	Additional Information	Status: Current
	Amount owing on Account: #121885-4	

25. Registration Number: 03112409010

Registration Number: 03112409010
Registration Date: 24 NOV 2003
Registration Status: Current, Remote Registration
Type: Security Agreement
Expiry Date: 11:59 PM on 24 NOV 2008

Remote Registration:

Amendments to Registration:

04021721842	Amendment	17 FEB 2004	Remote Registration
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Debtor Details:

0001	Name:	Ifastgroupe and Company, Limited Partnership	Status: Current
	Addr:	11704 – 170 th Street NW Edmonton AB T5S 1J7	
0002	Name:	Societe En Commandite Ifastgroupe	Status: Current
	Addr:	11704 – 170 th Street NW Edmonton AB T5S 1J7	
0003	Name:	Ifastgroupe and Company, Limited Partnership/Socie	Status: Current
	Addr:	11704 – 170 th Street NW Edmonton AB T5S 1J7	
0004	Name:	Societe En Commandite Ifastgroupe/Ifastgroupe and	Status: Current
	Addr:	11704 – 170 th Street NW Edmonton AB T5S 1J7	
0005	Name:	Ifastgroupe Inc.	Status: Current
	Addr:	11704 – 170 th Street NW Edmonton AB T5S 1J7	
0006	Name:	Ifastgroupe Inc. in its capacity as General Partne	Status: Current
	Addr:	11704 – 170 th Street NW Edmonton AB T5S 1J7	
0007	Name:	Ifastgroupe Realty Inc.	Status: Current
	Addr:	700, rue Ouellette Mariville PQ J3M 1P6	
0008	Name:	Immobilier Ifastgroupe Inc.	Status: Current
	Addr:	700, rue Ouellette Mariville PQ J3M 1P6	
0009	Name:	Ifastgroupe Realty Inc./Immobilier Ifastgroupe Inc.	Status: Current
	Addr:	700, rue Ouellette Mariville PQ J3M 1P6	
0010	Name:	Immobilier Ifastgroupe Inc./Ifastgroupe Realty Inc.	Status: Current
	Addr:	700, rue Ouellette	

Marieville PQ J3M 1P6

0011	Name:	IFC (Fasteners) Inc.	Status: Current
	Addr:	700, rue Ouellette Marieville PQ J3M 1P6	
0012	Name:	IFC (Attaches) Inc.	Status: Current
	Addr:	700, rue Ouellette Marieville PQ J3M 1P6	
0013	Name:	IFC (Fasteners) Inc./IFC (Attaches) Inc.	Status: Current
	Addr:	700, rue Ouellette Marieville PQ J3M 1P6	
0014	Name:	IFC (Attaches) Inc./IFC (Fasteners) Inc.	Status: Current
	Addr:	700, rue Ouellette Marieville PQ J3M 1P6	

Secured Party Details:

0001	Name:	GE Canada Finance Inc.	Status: Deleted
	Addr:	1500 – 11 King Street West Toronto ON M5H 4C7	Amendment: 04021721842
0002	Name:	GE Canada Finance Holding Company	Status: Current
	Addr:	11 King Street West, Suite 1500 Toronto ON M5H 4C7	Amendment: 04021721842

General Collateral Details:

0001	All present and after-acquired personal property of the debtors.	Status: Current
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Particulars Details:

0001	Additional Information	Status: Current
	The full name of debtor block 0003 should read as follows: Ifastgroupe and Company, Limited Partnership/Societe en Commandite Ifastgroupe	
	The full name of debtor block 0004 should read as follows: Societe en Commandite Ifastgroupe/Ifastgroupe and Company, Limited Partnership	
	The full name of debtor block 0006 should read as follows: Ifastgroupe Inc. in its capacity as General Partner of Ifastgroupe and Company, Limited Partnership/Societe en Commandite Ifastgroupe	

Nova Scotia

26. Registration Number 7563790

Province/Territory:	Nova Scotia
Registration Type:	PPSA Financing Statement
Registration Number:	7563790

Registration Date/Time: 2003-11-20 / 15:26

Expiry Date: 2008-11-20

Debtors:

IFC (Attaches) Inc. – IFC (Fasteners) Inc.

700, rue Ouellette
Marieville PQ Canada J3M 1P6

IFC (Fasteners) Inc. – IFC (Attaches) Inc.

700, rue Ouellette
Marieville PQ Canada J3M 1P6

IFC (Attaches) Inc.

700, rue Ouellette
Marieville PQ Canada J3M 1P6

IFC (Fasteners) Inc.

700, rue Ouellette
Marieville PQ Canada J3M 1P6

Immobilier Ifastgroupe Inc. – Ifastgroupe Realty Inc.

700, rue Ouellette
Marieville PQ Canada J3M 1P6

Ifastgroupe Realty Inc. – Immobilier Ifastgroupe Inc.

700, rue Ouellette
Marieville PQ Canada J3M 1P6

Immobilier Ifastgroupe Inc.

700, rue Ouellette
Marieville PQ Canada J3M 1P6

Ifastgroupe Realty Inc.

700, rue Ouellette
Marieville PQ Canada J3M 1P6

Ifastgroupe Inc. in its capacity as General Partner of Ifastgroupe and
Company, Limited Partnership/

Unit B 28-38 Borden Avenue
Dartmouth NS Canada B3B 1C8

Ifastgroupe Inc.

Unit B 28-38 Borden Avenue
Dartmouth NS Canada B3B 1C8

Societe en Commandite Ifastgroupe – Ifastgroupe and Company, Limited
Partnership

Unit B 28-38 Borden Avenue
Dartmouth NS Canada B3B 1C8

Ifastgroupe and Company, Limited Partnership – Societe en Commandite
Ifastgroupe

Unit B 28-38 Borden Avenue
Dartmouth NS Canada B3B 1C8

Societe en Commandite Ifastgroupe

Unit B 28-38 Borden Avenue
Dartmouth NS Canada B3B 1C8

Ifastgroupe and Company, Limited Partnership

Unit B 28-38 Borden Avenue
Dartmouth NS Canada B3B 1C8

Secured Parties:

GE Canada Finance Inc.

Suite 1500 11 King Street West
Toronto ON Canada M5H 4C7

General Description Collateral:

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

Appendix A

The universality consisting of all of the movable property, rights, interests and assets of the Grantor, corporeal and incorporeal, both present and future, of whatsoever nature or kind and wheresoever derived from or situate including, but without limiting the generality of the foregoing, the Movable Property.

DEFINITIONS

In this registration, unless there is something in the subject matter or context inconsistent therewith, the following words and expressions shall have the following meanings:

"Applicants" means Ivaco Inc., Ivaco Rolling Mills Inc., Ifastgroupe Inc., IFC (Fasteners) Inc., Ifastgroupe Realty Inc., Docap (1985) Corporation, Florida Sud One Holdings, Inc. and 3632610 Canada Inc.

"Borrower" means Ifastgroupe and Company, Limited Partnership/Société en commandite Ifastgroupe.

"CCAA Order" means the order of Mr. Justice Farley of the Ontario Superior Court of Justice (Commercial List) sitting in Toronto, Ontario, dated the sixteenth (16th) day of September, two thousand three (2003), in virtue of which the Applicants were granted relief under a proceeding commenced under the Companies' Creditor Arrangement Act (Canada), as varied, amended and supplemented from time to time.

"Claims" means the universality consisting of all present and future (a) claims, accounts receivable, book accounts, book debts, loan receivables including principal, interest and accessories, debts, claims, customer accounts, all sums of money, all certificates of deposit, securities, claims arising from or related to deposits made into any savings or other accounts maintained with any bank or other financial institution together with all interest paid or payable thereon, rentals, revenues, income, receivables, sale proceeds, judgments, proceeds of sale, bills of exchange, bonds, shares, stocks, warrants, debentures, notes, negotiable instruments, certificates of deposit, letters of credit or guarantee, promissory notes, rebates, refunds, amounts owing by or claimable from the Crown or any departments, agents or agencies thereof (but only to the extent that same may be hypothecated pursuant to applicable law), warehouse receipts, bills of lading and any other amounts or demands of every nature and kind howsoever arising, whether or not secured, which are now or become hereafter due or owing, of the Grantor; and (b) all movable and immovable security present or future including all legal or conventional hypothecs and other security held from time to time by the creditor under or in connection with the foregoing.

"Contracts" means the universality consisting of all present and future agreements, contracts, undertakings, options, offers to sell, offers to purchase, purchase and sale agreements, licenses, permits or other documents and instruments to which the Grantor is party, and the benefit of all covenants, obligations, agreements, representations, warranties and undertakings contained therein and all extensions, amendments, renewals or substitutions thereof or therefor which may

hereafter be effected or entered into and all benefits to be derived therefrom.

"Credit Agreement" means the credit agreement to be made in furtherance of the Term Sheet, and which will form part of the Definitive Documents, as the said agreement may be amended, replaced, restated, supplemented or otherwise modified from time to time.

"Deed of Hypothec" means the deed of hypothec referred to herein under the heading "Référence à l'acte constitutif", all of the Schedules thereto, and every deed or other instrument amending, supplementing or implementing the same.

"Definitive Documents" means the Credit Agreement, mortgages, charges, hypothecs, security documents, guarantees and other definitive documents as are contemplated by the Term Sheet and that will be executed in furtherance thereof, as the said agreements may be amended, replaced, restated, supplemented or otherwise modified from time to time.

"Equipment" means the universality consisting of all present and future equipment now owned or hereafter acquired by the Grantor (including, without limitation, all machinery, tools, equipment, computer equipment, building materials, construction materials, fittings, appliances, apparatus, telecommunications equipment, interior improvements, software, furniture, fixtures, furnishings and rolling stock and any movable equipment) and all additions to, substitutions for, replacements of or accessions to any of the above and all attachments, components, parts and accessories.

"Event of Default" means the default of the Grantor to fulfill anyone of the Obligations pursuant to the Indebtedness when due.

"Grantor" means IFC (FASTENERS) INC./IFC (ATTACHES) INC.

"Indebtedness" means the aggregate of: (i) all of the Obligations of the Grantor and the Borrower to the Lender under or in respect of the Term Sheet and the Definitive Documents (including, without limitation, principal, interest, interest on interest, accessories, and all other expenses incurred from time to time by the Lender for the protection or enforcement of the rights of the Lender, or in pursuance of its recourses under the Deed of Hypothec, under the Term Sheet or at law) with the exception of the debentures, promissory notes and any other titles of indebtedness, if any; (ii) all of the Obligations of the Grantor and the Borrower to the Lender under or in respect of the CCAA Order; and (iii) all of the Obligations of the Grantor to the Lender under or in respect of the Deed of Hypothec.

"Intellectual Property" means the universality consisting of all present and future names, trademarks, patents, licences and other intellectual property rights now or hereafter owned or used by the Grantor.

"Inventory" means the universality consisting of all present and future inventory, goods, supplies, wares and merchandise, raw materials, property in stock and any other movable property directly or indirectly held or which may in the future be held by the Grantor for sale, lease,

processing, manufacture or transformation.

"Leases" means the universality consisting of all present and future leases, subleases, offers to lease or sublease and other occupancy or tenancy agreements to which the Grantor is party or by which the Grantor is bound, in each case for the time being in effect and shall include all revisions, alterations, modifications, amendments, extensions, renewals, replacements or substitutions thereof or therefor which may hereafter be effected or entered into.

"Lender" means GE CANADA FINANCE INC.

"Movable Property" means collectively the Claims, the Contracts, the Equipment, the Inventory, the Leases and the Intellectual Property.

"Obligations" means all obligations, indebtedness and liabilities incurred from time to time, whether present or future, direct or indirect, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever nature or kind.

"Term Sheet" means the term sheet dated as of the fifteenth (15th) day of September, two thousand three (2003) and entered into among the Lender and Ifastgroupe and Company, Limited Partnership, as same may be amended, supplemented or restated from time to time.

APPENDIX B

The universality consisting of all of the property, rights, interests and assets of Ivaco Inc. (the "Borrower"), movable and immovable, corporeal and incorporeal, both present and future, of whatsoever nature or kind and wheresoever derived from or situate including, but without limiting the generality of the foregoing, the Movable Property.

For purposes hereof, the following definitions apply:

"Claims" means the universality consisting of all present and future (a) claims, accounts receivable, book accounts, book debts, loan receivables including principal, interest and accessories, debts, claims, customer accounts, all sums of money, all certificates of deposit, securities, claims arising from or related to deposits made into any savings or other accounts maintained with any bank or other financial institution together with all interest paid or payable thereon, rentals, revenues, income, receivables, sale proceeds, judgments, proceeds of sale, bills of exchange, bonds, shares, stocks, warrants, debentures, notes, negotiable instruments, certificates of deposit, letters of credit or guarantee, promissory notes, rebates, refunds, amounts owing by or claimable from the Crown or any departments, agents or agencies thereof (but only to the extent that same may be hypothecated pursuant to applicable law), warehouse receipts, bills of lading and any other amounts or demands of every nature and kind howsoever arising, whether or not secured, which are now or become hereafter due or owing, of the Borrower; and (b) all movable and immovable security present or future including all legal or conventional hypothecs and other security held from time to time by the creditor under or in connection with the foregoing;

"Contracts" means the universality consisting of all present and future agreements, contracts, undertakings, options, offers to sell, offers to purchase, purchase and sale agreements, licenses, permits or other documents and instruments to which the Borrower is party, and the benefit of all covenants, obligations, agreements, representations, warranties and undertakings contained therein and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into and all benefits to be derived therefrom;

"Equipment" means the universality consisting of all present and future equipment now owned or hereafter acquired by the Borrower (including, without limitation, all machinery, tools, equipment, computer equipment, building materials, construction materials, fittings, appliances, apparatus, telecommunications equipment, interior improvements, software, furniture, fixtures, furnishings and rolling stock and any movable equipment) and all additions to, substitutions for, replacements of or accessions to any of the above and all attachments, components, parts and accessories;

"Intellectual Property" means the universality consisting of all present and future names, trademarks, patents, licences and other intellectual property rights now or hereafter owned or used by the Borrower;

"Inventory" means the universality consisting of all present and future inventory, goods, supplies, wares and merchandise, raw materials, property in stock and any other movable property directly or indirectly held or which may in the future be held by the Borrower for sale, lease, processing, manufacture or transformation;

"Leases" means the universality consisting of all present and future leases, subleases, offers to lease or sublease and other occupancy or tenancy agreements to which the Borrower is party or by which the Borrower is bound, in each case for the time being in effect and shall include all revisions, alterations, modifications, amendments, extensions, renewals, replacements or substitutions thereof or therefor which may hereafter be effected or entered into;

"Movable Property" means collectively the Claims, the Contracts, the Equipment, the Inventory, the Leases and the Intellectual Property.

Appendix C

1 Séparateur de condensation Quincy, modèle: QIOW0096 Capacité: 1373 HP	
1 Compresseur Ingersoll Rand, modèle: SSR-EP50SE	G8514U00144
1 Purgeur automatique BEKO #10 (Drain)	
1 Phoenix model PHP2208, semi-automatic high profile pallet stretch wrap machine	
6 Lexmark Optra 614N 25PPM printer	41W3136, 41W3166 41W3168, 41W3170 41W3171, 41Y8953
6 Lexmark 2.1GB hard DR w/adapter Optra T	
6 Lexmark 500 Duplex unit for Optra T	
8 4420 printer	19900000259/ 01700100030 02100100025, 02100100026 02100100028, 02100100029 02100100030, 02100100031
SYSTEME DE CODE A BARRE	
10 Terminal T2425 Antares émulation VT, 2.4 GHz Schanner laser standard, UDP plus 2MB Flash	23400000714, 23400000715 23400000719, 23400000722 35500000610, 35500000614 10000100275, 10000100277 10000100278, 10000100281
10 Bande élastique de support	
20 Batteries Lithium ion 1500mah	
10 Étui et ceinture	
2 Acces point universel, 2.4GHz bloc d'alimentation	01700100192, 05900100136
2 Antennes Omnidirectionnelles	
2 Adapteurs pour câble	
2 Câbles d'antenne & connecteur 5'	
1 Imprimante EasyCoder 3400	09100100187
2 Contrats de service "OR" sur point d'accès 2100	
1 Contrat de service "OR" sur imprimante 3400	
2 hand held RF terminal	09400100456, 09400100463
2 T2425 handstrap	
4 battery #068537	
2 T2425 holster	
2 universal access point	08600100030, 08600100034
2 OMNI directional antenna	
2 cable assembly #067265	
2 cable assembly #063245	
2 mounting bracket kit	
2 16HR RESPSE ONSITE CONT.	
1 hand held RF terminal	19600100378
2 battery high cap.	#069429
1 T2415 handle	
1 T2415 holster	
1 battery charger, 4 Pack	
1 0110 power supply, 12V	
10 hand held RF terminal	15500100304, 20300100692 20300100694, 20300100695 20300100698, 20300100710 20300100712, 20500100719

10 T2425 handstrap	20500100722, 20500100726
20 battery #068537	
10 T2425 holster	
2 Universal access poin	22800100167, 22800100168
2 OMNI directional antenna	
2 cable assembly #067265	
2 cable assembly #063245	
2 mounting bracket kit	
2 T2400 battery charger	
2 0110 power supply, 12V	
1 access point	27210000044
2 2.4 GHZ Omni dir. antenna	
1 cable assembly #069886	
2 cable assembly w/n receptica	
1 cable assembly #063246	
1 splitter with n connector	
1 universal access point	12600100089
1 cable assembly #067265	
1 hand held RF terminal	17800100261
2 battery high cap.	
1 2415 series holster	
1 2415 series handle	
1 hand held RF terminal	03800100363
5 hand held RF terminal	15500200448, 15500200449
	15500200450, 15500200451
	15500200452
3 hand held RF terminal	05500200520, 15500200479
	15500200480
12 Battery #068537	
5 Cable assy, C/DCD, 6ft, 10 PN	
1 T2400 battery charger	
5 T2425 vehicule mount holder	
5 universal access point	15000200041, 15000200034
	15000200029, 15000200022
	15000200003
	15600200399
1 universal access point	
7 cable assembly #067265	
3 cable assembly #063246	
4 cable assembly #063245	
7 OMNI directional antenna	
2 RAYMOND's Forklifts orderpicker	EASI-01-AN29483
model: EASI-OPC30TT	EASI-01-AN29484

Appendix D

1 HANDLE PISTOL GRIP	
UNIVERSAL ACCESS POINT	20109900273
MOUNTING BRACKET KIT	
CABLE ASSEMBLY	
CABLE ASSEMBLY	
OMNI DIRECTIONAL ANTENNA	
T2425 VEHICLE MOUNT HOLDER	
T242X NON-SCAN MODULE	
1 SITE SURVEY	
1 SITE SURVEY	
2 HOT SPARE KEPT ON-SITE	
1 MODEL 300 CONTROLLER	
2 2100 MANULA	
2 T2425 USERS MANUAL	
1 300 TECHNICAL MANUAL	
1 MODEL 300 CONTROLLER	19409900059
2 UNIVERSAL ACCESS POINT	16409900148
16409900153	
2 OMNI DIRECTIONAL ANTENNA	
2 CABLE ASSEMBLY	
2 CABLE ASSEMBLY	
2 MOUNTING BRACKET KIT	
4 HAND HELD RF TERMINAL	15709900476
20309900566	
20309900568	
20309900569	
4 T2425 HANDSTRAP	
8 BATTERY PACK	
4 T2425 HOLSTER	
2 T2400 BATTERY CHARGER	B20250
	B20251
2 AC POWER CORD	
1 T242X SERIAL ADAPTER	
1 CABLE ASSEMBLY	
1 16" OPTICAL WITH QC2205 STARRETT	
1 LENS 10X MAG. FOR HB400/HE400 SERIES	
1 LENS 20X MAG. FOR HB-400/HE400 SERIES	
1 MOTOR DRIVE X/Y FOR JOY STICK OPTICAL	
1 PRECISION CENTER AND VEES (4G000)	
1 PRECISION ROTARY VISE (4H003)	
1 V-BLOCK ON ROTARY BASE	
1 CABINET STAND FOR 300 TO 400 SERIES PROJ	
1 180 DEG RADIUS CHART PLASTIC	
1 HAND HELD DISCS RADIUS CHECKER	
1 HAND HELD DISCS LARGE FILLET CHECKER	
1 HAND HELD DISCS SMALL FILLET CHECKER	
1 CUSTOM MACHINE WIRE COIL STRAPPER	A-1042
1 CUSTOM MACHINE CYLINDER UPGRADE	

Appendix E

The Secured Property.

DEFINITIONS:

In this registration, unless there is something in the subject matter or context inconsistent therewith, the following words and expressions shall have the following meanings:

"Borrower" means Ifastgroupe and Company, Limited Partnership / Société en commandite Ifastgroupe.

"Claims" means the universality consisting of all present and future (a) claims, accounts receivable, book accounts, book debts, loan receivables including principal, interest and accessories, debts, claims, customer accounts, all sums of money, all certificates of deposit, securities, claims arising from or related to deposits made into any savings or other accounts maintained with any bank or other financial institution together with all interest paid or payable thereon, rentals, revenues, income, receivables, sale proceeds, judgments, proceeds of sale, bills of exchange, bonds, shares, stocks, warrants, debentures, notes, negotiable instruments, certificates of deposit, letters of credit or guarantee, promissory notes, rebates, refunds, amounts owing by or claimable from the Crown or any departments, agents or agencies thereof (but only to the extent that same may be hypothecated pursuant to applicable law), warehouse receipts, bills of lading and any other amounts or demands of every nature and kind howsoever arising, whether or not secured, which are now or become hereafter due or owing, of the Company; and (b) all movable and immovable security present or future including all legal or conventional hypothecs and other security held from time to time by the creditor under or in connection with the foregoing.

"Company" means Ifastgroupe Inc.

"Contracts" means the universality consisting of all present and future agreements, contracts, undertakings, options, offers to sell, offers to purchase, purchase and sale agreements, licences, permits or other documents and instruments to which the Company is party, and the benefit of all covenants, obligations, agreements, representations, warranties and undertakings contained therein and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into and all benefits to be derived therefrom.

"Credit Agreement" means that certain credit agreement dated as of the twenty-sixth (26th) day of November, two thousand three (2003) between the Company, in its capacity as the general partner of the Borrower, the other Persons named therein as Credit Parties (as defined therein), the Lender and General Electric Capital Canada Inc., as guarantor of Letters of Credit (as defined therein), including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented and otherwise modified.

"Equipment" means the universality consisting of all present and future equipment now owned or hereafter acquired by the Company (including, without limitation, all machinery, tools, equipment, computer equipment, building materials, construction materials, fittings, appliances, apparatus, telecommunications equipment, interior improvements, software, furniture, fixtures, furnishings and rolling stock and any movable equipment) and all additions to, substitutions for, replacements of or accessions to any of the above and all attachments, components, parts and accessories.

"Event of Default" has the meaning ascribed thereto in the Credit Agreement.

"Intellectual Property" means the universality consisting of all present and future names, trademarks, patents, licences and other intellectual property rights now or hereafter owned or used by the Company.

"Inventory" means the universality consisting of all present and future inventory, goods, supplies, wares and merchandise, raw materials, property in stock and any other movable property directly or indirectly

held or which may in the future be held by the Company for sale, lease, processing, manufacture or transformation.

"Leases" means the universality consisting of all present and future leases, subleases, offers to lease or sublease and other occupancy or tenancy agreements to which the Company is party or by which the Company is bound, in each case for the time being in effect and shall include all revisions, alterations, modifications, amendments, extensions, renewals, replacements or substitutions thereof or therefor which may hereafter be effected or entered into.

"Lender" means GE Canada Finance Inc.

"Movable Property" means collectively the Claims, the Contracts, the Equipment, the Inventory, the Leases and the Intellectual Property.

"Person" means any individual, corporation, partnership, unlimited liability company, trust, joint venture, estate, unincorporated association, any federal, provincial, state, county or municipal government or any bureau, department or agency thereof and any trustee in such capacity on behalf of any of the foregoing.

"Secured Property" means collectively the universality consisting of all of the property, rights, interests and assets of the Company, movable and immovable, corporeal and incorporeal, both present and future, of whatsoever nature or kind and wheresoever derived from or situate including, but without limiting the generality of the foregoing, the Movable Property.

Appendix F

1 HANDLE PISTOL GRIP	
UNIVERSAL ACCESS POINT	20109900273
MOUNTING BRACKET KIT	
CABLE ASSEMBLY	
CABLE ASSEMBLY	
OMNI DIRECTIONAL ANTENNA	
T2425 VEHICLE MOUNT HOLDER	
T242X NON-SCAN MODULE	
1 SITE SURVEY	
1 SITE SURVEY	
2 HOT SPARE KEPT ON-SITE	
1 MODEL 300 CONTROLLER	
2 2100 MANULA	
2 T2425 USERS MANUAL	
1 300 TECHNICAL MANUAL	
1 MODEL 300 CONTROLLER	19409900059
2 UNIVERSAL ACCESS POINT	16409900148
16409900153	
2 OMNI DIRECTIONAL ANTENNA	
2 CABLE ASSEMBLY	
2 CABLE ASSEMBLY	
2 MOUNTING BRACKET KIT	
4 HAND HELD RF TERMINAL	15709900476
20309900566	
20309900568	
20309900569	
4 T2425 HANDSTRAP	
8 BATTERY PACK	
4 T2425 HOLSTER	
2 T2400 BATTERY CHARGER	B20250
B20251	
2 AC POWER CORD	
1 T242X SERIAL ADAPTER	
1 CABLE ASSEMBLY	
1 16" OPTICAL WITH QC2205 STARRETT	
1 LENS 10X MAG. FOR HB400/HE400 SERIES	
1 LENS 20X MAG. FOR HB-400/HE400 SERIES	
1 MOTOR DRIVE X/Y FOR JOY STICK OPTICAL	
1 PRECISION CENTER AND VEES (4G000)	
1 PRECISION ROTARY VISE (4H003)	
1 V-BLOCK ON ROTARY BASE	
1 CABINET STAND FOR 300 TO 400 SERIES PROJ	
1 180 DEG RADIUS CHART PLASTIC	
1 HAND HELD DICS RADIUS CHECKER	
1 HAND HELD DISCS LARGE FILLET CHECKER	
1 HAND HELD DISCS SMALL FILLET CHECKER	
1 CUSTOM MACHINE WIRE COIL STRAPPER	A-1042
1 CUSTOM MACHINE CYLINDER UPGRADE	

SCHEDULE "E"

REAL PROPERTY ENCUMBRANCES

IFASTGROUPE AND COMPANY, LIMITED PARTNERSHIP (INGERSOLL FASTENERS DIVISION)

Municipal Address: 390 Thomas Street, Ingersoll, ON

- Notice of Security Interest registered as Instrument No. 469316 in favour of Sutherland-Schultz Inc. against Sivaco Ontario, a division of Ivaco Inc.

IFASTGROUPE REALTY INC. (LEASED TO GALVANO DIVISION)

Civic Address: 2620 rue Bernard-Pilon, St-Mathieu-de-Beloeil

- Hypothecs and other charges in favour of La Caisse Populaire Desjardins de Marieville, securing a face principal amount of \$1,235,128.32, registered on March 24, 2000 at the Registry Office for the Registration Division of Verchères under Registration No. 315201.

IFASTGROUPE REALTY INC. (LEASED TO INFASCO DIVISION)

Civic Address: 700 Ouellette Street, Marieville

- Principal Deed of Hypothec, Mortgage and Pledge in favour of Compagnie Trust Royal registered at the Registry Office of Rouville as Registration No. 143962, as amended by Deed of Hypothec, Mortgage and Pledge in favour of Compagnie Trust Royal (and supplement thereto) registered at the Registry Office for the Registration Division of Rouville as Registration No. 169373.
- Legal Hypothec in favour of Madore & Madore registered on September 19, 2003 at the Registry Office for the Registration Division of Rouville under Registration No. 10730554.

SCHEDULE "F"

MUNICIPAL AND LEGAL DESCRIPTION

IVACO ROLLING MILLS LIMITED PARTNERSHIP

Municipal Address: 1040 County Road 17, L'Original, Ontario, K0B 1K0

Registered Owner: Ivaco Rolling Mills Inc./Laminoirs Ivaco Inc. as general partner for Ivaco Rolling Mills Limited Partnership - Societe en Commandite Laminoirs Ivaco

Beneficial Owner: Ivaco Rolling Mills Inc./Laminoirs Ivaco Inc. as general partner for Ivaco Rolling Mills Limited Partnership - Societe en Commandite Laminoirs Ivaco

Legal Description: **FIRSTLY:** ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Longueuil (formerly the Village of L'Original), in the County of Prescott and Province of Ontario and being composed of parts of Farm Lots or Blocks Numbers Seventeen (17), Eighteen (18) and Nineteen (19) and part of Old Guardian Angel Street as laid down on a plan of the said Village made by Robert Hamilton, Esquire, P.L.S. and filed in the Land Registry Office for the Land Registry Division of Prescott (formerly of the County of Prescott) on the 25th day of March, A.D. 1881, as Number 15, and all and singular that certain parcel or tract of land and premises situate, lying and being in the Village of L'Original, in the County of Prescott and the Province of Ontario and being composed of part of Farm Lot or Block Number Fifteen (15) and Lots 1, 2, 3, 4 and 5, east side of Grant Street, Lots 2, 3, 4 and 5, West side of Frances Street and Lots 1, 2, 3 and 4, east side of Frances Street, all as shown on said Plan Number 15, and all being designated as Parts 1, 2, 3, 4, 5 and 6 on a reference plan deposited in the Land Registry Office for the Registry Division of Prescott (No. 46), L'Original as Number 46R-2037.

Subject to an Easement registered as No. 41820.

SECONDLY: Parcel 15-1 in the Register for Section M-101, being all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Longueuil, in the County of Prescott and being that part of Block "A" on Plan M-101 registered in the Office of Land Titles at L'Original, designated as Part One (1) on a plan of survey of record deposited in the said Office as Plan PR-100.

THIRDLY:

Firstly: Parcel 2 in the Register for Section M-101, being Lot 2 (Two) as shown on Plan M-101 filed in the Office of Land Titles at L'Original, in the Township of Longueuil, County of Prescott. Subject to an Easement in favour of the Department of Highways of Ontario as shown coloured red on Deposited Plan No. 131.

Subject to an Easement registered as No. 41820.

Secondly: Parcel 2 in the Register for Section M-101, being those parts of Block "A" as shown on Plan M-101, registered in the Office of Land Titles at L'Original and being designated as Parts 2 and 4 on Plan of Survey of record in the said Office as Plan PR-100, Land Titles Division of Prescott No. 46.

All lands now in the Township of Champlain, in the County of Prescott.

FOURTHLY: Part of Old Guardian Angel Street and part of Lots 18 and 19, in the Township of Longueuil, County of Prescott, according to a plan registered in the Registry Office for the Registry Division of the County of Prescott as Number 15, containing an area of 2.493 acres more or less, as shown outlined in red on the plan of survey, attached to Instrument Number 14827C, certified by David P.J. Schultz, Ontario Land Surveyor, and dated at Hawkesbury the 21st day of January, 1967 and more particularly described as follows:

PREMISING that the assumed north 75 degrees 56 minutes east of the easterly part of the southerly limit of Block A as shown on a plan registered in the Land Titles Office at L'Orignal as Plan M-101, governs all bearings shown herein;

COMMENCING at a point in the northerly limit of said Block A, distant 159.42 feet measured on a course of south 75 degrees 56 minutes west, along said northerly limit of Block A from the most easterly corner of said Block A;

THENCE north 14 degrees 04 minutes west 25.00 feet;

THENCE south 75 degrees 56 minutes west 259.32 feet to a one inch square iron bar planted;

THENCE continuing south 75 degrees 56 minutes west 9.28 feet to its intersection with the southerly production of the established easterly limit of lands described in a deed registered in the Registry Office for the Registry Division of the County of Prescott as Number 3426 (Thirdly);

THENCE north 3 degrees 17 minutes west, along said production of the established easterly limit of lands described in Instrument Number 3426 (Thirdly), a distance of 43.77 feet to its intersection with the previous northerly limit of the King's Highway Number 17, as shown on a plan deposited in the Registry Office for the Registry Division of the County of Prescott as Number 222;

THENCE south 75 degrees 56 minutes west, along said previous northerly limit of the King's Highway Number 17 shown on deposited plan number 222, a distance of 1,061.6 feet to a one inch square iron bar found therein;

THENCE southwesterly, along a curve to the left having a radius of 346.0 feet (the chord equivalent being 111.5 feet measured on a course of south 66 degrees 39 minutes 30 seconds west) an arc distance of 112.00 feet to a wood stake found in the limit of Old Guardian Angel Street, as shown on said registered plan number 15;

THENCE south 75 degrees, 56 minutes west, along said limit of Old Guardian Angel Street, 203.1 feet to a one inch square iron bar found therein;

THENCE continuing south 75 degrees 56 minutes west, along said limit of Old Guardian Angel Street, a distance of 5.0 feet to the southwesterly corner of said Farm Lot 19;

THENCE south 57 degrees 35 minutes west, along said limit of Old Guardian Angel Street, being the limit of Lot 225, as shown on a plan registered in the Land Titles Office at L'Orignal as Number M-100, a distance of 38.9 feet to a wood stake found therein;

THENCE south 11 degrees 47 minutes west, along said limit of Old Guardian Angel Street, being the-said limit of lot 225, as shown on Plan M-100, a distance of 31.0 feet to a one inch square iron bar found therein;

THENCE south 20 degrees 28 minutes 30 seconds east, along said limit of Old Guardian Angel Street, being the limit of said Lot 225, as shown on Plan M-100, a distance of 242.8 feet to a wood stake found therein;

THENCE southeasterly, along said limit of Lot 225, as shown, on Plan M-100, being a curve to the left having a radius of 346.00 feet (the chord equivalent being 95.1 feet measured on a course of south 14 degrees 30 minutes east) an arc distance of 94.8 feet to a one inch square iron bar found therein;

THENCE south 22 degrees 22 minutes 30 seconds east, along the said limit of Lot 225, as shown on Plan M-100, a distance of 274.52 feet to a one inch square iron bar planted at its intersection with the northerly limit of the King's Highway Number 17, as shown on a plan deposited in the Registry Office for the Registry Division of the County of Prescott as Number 120;

THENCE north 49 degrees 59 minutes 30 seconds east, along said northerly limit of the King's Highway Number 17, as shown on deposited plan number 120 a distance of 45.12 feet to a one inch square iron bar planted therein;

THENCE north 22 degrees 22 minutes 30 seconds west 260.85 feet;

THENCE northwesterly along a curve to the right having a radius of 301.50 feet (the chord equivalent being 134.48 feet measured on a course of north 9 degrees 29 minutes west) an arc distance of 135.63 feet to a point in the westerly limit of said Block A, being distance of 188.0 feet measured on a course of south 22 degrees 22 minutes 30 seconds east, along said westerly limit of Block A, from the northwesterly corner of said Block A;

THENCE north 22 degrees 22 minutes 30 seconds west along the said westerly limit of Block A, a distance of 188.0 feet to the most westerly corner of said Block A;

THENCE north 75 degrees 56 minutes east, along the northerly limit of said Block A, a distance of 194.5 feet;

THENCE northeasterly, along a curve to the right having a radius of 301.50 feet (the chord equivalent being 122.79 feet measured on a course of north 64 degrees 11 minutes east) an arc distance of 123.66 feet;

THENCE north 75 degrees 56 minutes east 613.33 feet to a five eights inch square iron bar planted at its intersection with the northerly production of the line between Lots 1 and 2, as shown on said registered Plan M-101;

THENCE south 5 degrees 10 minutes east, along said production of the line between Lots 1 and 2, as shown on Plan M-101, a distance of 25.30 feet to its intersection with the said northerly limit of Block A;

THENCE north 75 degrees 56 minutes east, along said northerly limit of Block A, a distance of 712.6 feet to the point of commencement.

Previously described in Instrument Number 38638.

SCHEDULE "F.1"

**INTELLECTUAL PROPERTY
IVACO ROLLING MILLS LIMITED PARTNERSHIP**

As at November 26, 2004.

**Data Room
Number**

TRADE-MARKS

UNITED STATES

<u>Trade-mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	
Ivaco Rolling Mills	2,614,912	September 3, 2002	5.10.1

PATENTS

UNITED STATES

<u>Patent</u>	<u>Patent No.</u>	<u>Registration Date</u>	
Cross-Sectional Area Measuring Machine	5,428,449	June 27, 1995	5.10.2

BUSINESS NAMES

CANADA

	<u>Registration No.</u>	
Ivaco Rolling Mills	940846264 (ON)	5.10.1

DOMAIN NAMES

ivacorm.com

SCHEDULE "G"

PPSA ENCUMBRANCES

Ontario

1. Financing Statement/Financing Change Statement(s) – Reference File No. 863755929

Registration No.:	20000713 1445 1530 4978				°
Registration Period:	4 year(s)				
Debtor (1):	Ivaco Rolling Mills Limited 1040 Hwy #17, Box 322 L'Orignal, Ontario K0B 1K0				
Debtor (2):	Ivaco Rolling Mills Limited Partnership 1040 Hwy #17, Box 322 L'Orignal, Ontario K0B 1K0				
Secured Party:	Caterpillar Financial Services Ltd 700 Dorval Drive, Unit 705 Oakville, Ontario L6K 3V3				
Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods	Motor vehicle included:	Yes ✓	No	
	Inventory	Amount:			
	Equipment	✓	Date of maturity:		
	Accounts		Motor vehicle description:		
	Other	✓	2000 Caterpillar DP30KD		

<u>Renewal (B)</u>	For 1 year(s)
	Registration No.: 20040614 1052 1529 4379

2. Financing Statement/Financing Change Statement(s) – Reference File No. 853733502

Registration No.:	19990806 1437 1530 1900				°
Registration Period:	6 year(s)				
Debtor:	Ivaco Rolling Mills Limited Partnership 1040 Hwy 17, P.O. Box 322 L'Orignal, Ontario K0B 1K0				
Secured Party:	Caterpillar Financial Services Ltd 700 Dorval Drive, Unit 705				
Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods	Motor vehicle included:	Yes ✓	No	
	Inventory	Amount:			
	Equipment	✓	Date of maturity:		
	Accounts		Motor vehicle description:		

Other ✓ 1999 Caterpillar 350 MH

3. Financing Statement/Financing Change Statement(s) – Reference File No. 853534494

Registration No.: 19990729 1854 1531 4743 °

Registration Period: 6 year(s)

Debtor: Ivaco Rolling Mills Limited Partnership
1040 Hwy 17, P.O. Box 322
L'Orignal, Ontario K0B 1K0

Secured Party: Caterpillar Financial Services Ltd
700 Dorval Drive, Unit 705
Oakville, Ontario L6K 3V3

Collateral Classification: Consumer Motor vehicle Yes ✓ No
(If "✓" is absent from certain goods included:
field(s) at the right, this indicates Inventory Amount:
that the corresponding box(es) of Equipment ✓ Date of maturity:
the PPSA registration was/were Accounts Motor vehicle description: 1999 Caterpillar
not completed.) Other ✓ M318

4. Financing Statement/Financing Change Statement(s) – Reference File No. 853039296

Registration No.: 19990714 1821 1531 2329 °

Registration Period: 6 year(s)

Debtor: Ivaco Rolling Mills Limited Partnership
1040 Hwy 17, Box 322
L'Orignal, Ontario K0B 1K0

Secured Party: Caterpillar Financial Services Ltd
700 Dorval Drive, Unit 705
Oakville, Ontario L6K 3V3

Collateral Classification: Consumer Motor vehicle Yes ✓ No
(If "✓" is absent from certain goods included:
field(s) at the right, this indicates Inventory Amount:
that the corresponding box(es) of Equipment ✓ Date of maturity:
the PPSA registration was/were Accounts Motor vehicle description: 1999 Caterpillar
not completed.) Other ✓ DP50D

5. Financing Statement/Financing Change Statement(s) – Reference File No. 851151078

Registration No.: 19990518 1048 1529 4489 °

Registration Period: 6 year(s)

Debtor: Ivaco Rolling Mills Limited Partnership
1040 Highway 17, Box 322
L'Orignal, Ontario K0B 1K0

Secured Party: Caterpillar Financial Services Ltd
700 Dorval Drive, Unit 705
Oakville, Ontario L6K 3V3

Collateral Classification: Consumer goods Motor vehicle included: Yes ☒ No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.) Inventory Amount:
Equipment ☒ Date of maturity:
Accounts Motor vehicle description: 1999 Caterpillar DP50D
Other ☒

6. Financing Statement/Financing Change Statement(s) – Reference File No. 850485744

Registration No.: 19990428 1428 1530 5712 °

Registration Period: 6 year(s)

Debtor: Ivaco Rolling Mills Limited Partnership
1040 Highway 17, Box 322
L'Orignal, Ontario K0B 1K0

Secured Party: Caterpillar Financial Services Ltd
700 Dorval Drive, Unit 705
Oakville, Ontario L6K 3V3

Collateral Classification: Consumer goods Motor vehicle included: Yes ☒ No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.) Inventory Amount:
Equipment ☒ Date of maturity:
Accounts Motor vehicle description: 1998 Caterpillar 950G
Other ☒

7. Financing Statement/Financing Change Statement(s) – Reference File No. 848991249

Registration No.: 19990308 1822 1531 9782 °

Registration Period: 4 year(s)

Debtor: Ivaco Rolling Mills Limited Partnership
1040 Highway 17, Box 322
L'Orignal, Ontario K0B 1K0

Secured Party: Caterpillar Financial Services Ltd
700 Dorval Drive, Unit 705
Oakville, Ontario L6K 3V3

Collateral Classification: Consumer goods Motor vehicle included: Yes ☒ No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)

field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)

Inventory		Amount:
Equipment	✓	Date of maturity:
Accounts		Motor vehicle description: 1998 Caterpillar 950G
Other	✓	

Renewal (B)

For 2 year(s)

Registration No.: 20030221 1021 1529 2651

o

8. Financing Statement/Financing change Statement(s) – Reference File No. 832470822

Registration No.: 19970709 1450 1590 6678

o

Registration Period: 10 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership-Societe en Commandite
Laminoirs Ivaco
1040 Highway #17, Box 322
L'Orignal, Ontario K0B 1K0

Debtor (2): Ivaco Rolling Mills Limited Partnership
1040 Highway #17, Box 322
L'Orignal, Ontario K0B 1K0

Debtor (3): Societe en Commandite Laminoirs Ivaco
1040 Highway #17, Box 322
L'Orignal, Ontario K0B 1K0

Debtor (4): Ivaco Rolling Mills Inc./Laminoirs Ivaco Inc.
1040 Highway #17, Box 322
L'Orignal, Ontario K0B 1K0

Secured Party: GE Capital Canada Equipment Financing Inc.
2760 – 600 Rue de la Gauchetiere Ouest
Montreal, Quebec H3B 4L8

*Collateral Classification:
(If "✓" is absent from certain
field(s) at the right, this indicates
that the corresponding box(es) of
the PPSA registration was/were
not completed.)*

Consumer goods		Motor vehicle included:	Yes	No
Inventory		Amount:		
Equipment	✓	Date of maturity:		
Accounts	✓	Motor vehicle description:		
Other	✓			

9. Financing Statement/Financing Change Statement(s) – Reference File No. 832432923

Registration No.: 19970708 1741 1513 4912

o

Registration Period: 7 year(s)

Debtor: Ivaco Rolling Mills Limited Partnership
1040 Highway 17
L'Orignal, Ontario K0B 1K0

Secured Party: The Bank of Nova Scotia -Scotia Leasing
44 King Street West, 10th Floor
Toronto, Ontario M5H 1H1

Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods	Motor vehicle included:	Yes	No
	Inventory	Amount: \$10,000,000		
	Equipment	✓	Date of maturity:	
	Accounts	Motor vehicle description:		
	Other	✓		

Amendment (A) Registration No.: 19980331 1731 1513 2047 °
To amend Collateral Classification:

Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods	Motor vehicle included:	Yes	No
	Inventory	Amount:		
	Equipment	✓	Date of maturity:	
	Accounts	Motor vehicle description:		
	Other	✓		

Amendment (A) Registration No.: 20030911 1204 1590 1319 °
Amended to include the debtor's French and combined forms of name:
Ivaco Rolling Mills Limited Partnership – Societe en Commandite Laminoirs
Ivaco
Societe en Commandite Laminoirs Ivaco

Renewal (B) Registration No.: 20030911 1452 1590 1331 °
For 5 year(s)

Renewal (B) Registration No.: 20040706 1453 1530 8585 °
For 5 year(s)

10. Financing Statement/Financing Change Statement(s) – Reference File No. 885403242

Registration No.:	20020716 1819 1531 3567	°
Registration Period:	4 year(s)	
Debtor (1):	Ivaco Rolling Mills Inc. 1040 Highway 17, P.O. Box 322 L'Original, Ontario K0B 1K0	
Debtor (2):	Laminoirs Ivaco Inc. 1040 Highway 17, P.O. Box 322 L'Original, Ontario K0B 1K0	

Debtor (3): Ivaco Inc.
1040 Highway 17, P.O. Box 322
L'Original, Ontario K0B 1K0

Secured Party: Caterpillar Financial Services Ltd
700 Dorval Drive, Unit 705
Oakville, Ontario L6K 3V3

Collateral Classification: Consumer goods Motor vehicle included: Yes ☒ No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.) Inventory Amount:
Equipment ☒ Date of maturity:
Accounts Motor vehicle description: 2002 Caterpillar 950G
Other ☒

Amendment (A) Registration No.: 20040813 1455 1530 6265
Debtors Laminoirs Ivaco Inc. and Ivaco Inc. are to be deleted.

11. Financing Statement/Financing Change Statement(s) – Reference File No. 885403251

Registration No.: 20020716 1819 1531 3568

Registration Period: 4 year(s)

Debtor (1): Ivaco Rolling Mills Inc.
1040 Highway 17, P.O. Box 322
L'Original, Ontario K0B 1K0

Debtor (2): Laminoirs Ivaco Inc.
1040 Highway 17, P.O. Box 322
L'Original, Ontario K0B 1K0

Debtor (3): Ivaco Inc.
1040 Highway 17, P.O. Box 322
L'Original, Ontario K0B 1K0

Secured Party: Caterpillar Financial Services Ltd
700 Dorval Drive, Unit 705
Oakville, Ontario L6K 3V3

Collateral Classification: Consumer goods Motor vehicle included: Yes ☒ No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.) Inventory Amount:
Equipment ☒ Date of maturity:
Accounts Motor vehicle description: 2002 Caterpillar 950G
Other ☒

Amendment (A) Registration No.: 20040813 1455 1530 6266
Debtors Laminoirs Ivaco Inc. and Ivaco Inc. are to be deleted.

12. Financing Statement/Financing Change Statement(s) - Reference File No. 896894343

Registration No.: 20030730 1612 1793 1941 °

Registration Period: 5 year(s)

Debtor (1): Ivaco Rolling Mills Inc
1040 Highway 17
L'Original, Ontario K0B1K0

Debtor (2): Societe en Commandite Laminoirs Ivaco
1040 Highway 17
L'Original, Ontario K0B1K0

Debtor (3): Ivaco Rolling Mills Limited Partnership
1040 Highway 17
L'Original, Ontario K0B1K0

Secured Party: Process Technology International, Inc.
1940 Forge Street
Tucker, Georgia 300846

Collateral Classification: Consumer goods Motor vehicle included: Yes No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.) Inventory Amount:
Equipment ✓ Date of maturity:
Accounts Motor vehicle description:
Other

13. Financing Statement/Financing Change Statement(s) - Reference File No. 895125708

Registration No.: 20030605 1632 1616 4807 °

Registration Period: 5 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership
1040 Highway 17, PO Box 322
L'Original, Ontario K0B 1K0

Debtor (2): Societe en Commandite Laminoirs Ivaco
1040 Highway 17, PO Box 322
L'Original, Ontario K0B 1K0

Debtor (3): Ivaco Rolling Mills Limited Partnership - Societe en Commandite Laminoirs Ivaco
1040 Highway 17, PO Box 322
L'Original, Ontario K0B 1K0

Secured Party: CIT Financial Ltd.
5045 South Service Road
Burlington, Ontario L7R 4C8

Collateral Classification: Consumer goods Motor vehicle included: Yes ✓ No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.) Inventory ✓ Amount:
Equipment ✓ Date of maturity:
Accounts ✓ Motor vehicle description:
Other ✓

14. Financing Statement/Financing Change Statement(s) - Reference File No. 887148027

Registration No.: 20020910 1421 1616 8947 °

Registration Period: 7 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership
1040 Highway 17, PO Box 322
L'Orignal, Ontario K0B 1K0

Debtor (2): Societe en Commandite Laminoirs Ivaco
1040 Highway 17, PO Box 322
L'Orignal, Ontario K0B 1K0

Debtor (3): Ivaco Rolling Mills Limited Partnership - Societe en Commandite
Laminoirs Ivaco
1040 Highway 17, PO Box 322
L'Orignal, Ontario K0B 1K0

Secured Party: CIT Financial Ltd.
5045 South Service Road
Burlington, Ontario L7R 5C8

Collateral Classification: Consumer goods Motor vehicle included: Yes ✓ No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)
Inventory ✓ Amount:
Equipment ✓ Date of maturity:
Accounts ✓ Motor vehicle description:
Other ✓

15. Financing Statement/Financing Change Statement(s) - Reference File No. 878932287

Registration No.: 20011217 1946 1531 9529 °

Registration Period: 4 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership
PO Box 322
L'Orignal, Ontario K0B 1K0

Debtor (2): Ivaco Rolling Mills Inc., General Partner
PO Box 322
L'Orignal, Ontario K0B 1K0

Secured Party: GE Capital Canada Inc.
2300 Meadowvale Blvd, Ste 200
Mississauga, Ontario L5N 5P9

Collateral Classification: Consumer goods Motor vehicle included: Yes No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)
Inventory Amount:
Equipment ✓ Date of maturity:
Accounts Motor vehicle description:
Other ✓

16. Financing Statement/Financing Change Statement(s) - Reference File No. 861414183

Registration No.: 20000502 1308 1071 7303 °

Registration Period: 6 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership
1040 Hwy 17
L'Orignal, Ontario K0B 1K0

Debtor (2): Ivaco Rolling Mills Inc.
1040 Hwy 17
L'Orignal, Ontario K0B 1K0

Secured Party: GE Capital Canada Leasing Services Inc.
1 Place Ville Marie #1401
Montreal, Quebec H3B 2B2

Collateral Classification: Consumer Motor vehicle Yes No
(If "✓" is absent from certain goods included:
field(s) at the right, this indicates Inventory ✓ Amount:
that the corresponding box(es) of Equipment ✓ Date of maturity:
the PPSA registration was/were Accounts ✓ Motor vehicle description:
not completed.) Other ✓

17. Financing Statement/Financing Change Statement(s) - Reference File No. 857034621

Registration No.: 19991124 1616 1071 6428 °

Registration Period: 6 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership
1040 Highway 17
L'Orignal, Ontario K0B 1K0

Debtor (2): Ivaco Rolling Mills Inc.
1040 Highway 17
L'Orignal, Ontario K0B 1K0

Secured Party: GE Capital Canada Leasing Services Inc.
1 Place Ville Marie
Montreal, Quebec H3B 2B2

Collateral Classification: Consumer Motor vehicle Yes No
(If "✓" is absent from certain goods included:
field(s) at the right, this indicates Inventory ✓ Amount:
that the corresponding box(es) of Equipment ✓ Date of maturity:
the PPSA registration was/were Accounts ✓ Motor vehicle description:
not completed.) Other ✓

18. Financing Statement/Financing Change Statement(s) - Reference File No. 857034675

Registration No.: 19991124 1620 1071 6429 °

Registration Period: 6 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership
1040 Highway 17
L'Orignal, Ontario K0B 1K0

Debtor (2):	Ivaco Rolling Mills Inc. 1040 Highway 17 L'Original, Ontario K0B 1K0			
Secured Party:	GE Capital Canada Leasing Services Inc. 1 Place Ville Marie Montreal, Quebec H3B 2B2			
Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods		Motor vehicle included:	Yes ✓ No
	Inventory	✓	Amount:	
	Equipment	✓	Date of maturity:	
	Accounts	✓	Motor vehicle description:	
	Other	✓		

19. Financing Statement/Financing Change Statement(s) - Reference File No. 857034737

Registration No.:	19991124 1623 1071 6430 °			
Registration Period:	6 year(s)			
Debtor (1):	Ivaco Rolling Mills Limited Partnership 1040 Highway 17 L'Original, Ontario K0B 1K0			
Debtor (2):	Ivaco Rolling Mills Inc. 1040 Highway 17 L'Original, Ontario K0B 1K0			
Secured Party:	GE Capital Canada Leasing Services Inc. 1 Place Ville Marie Montreal, Quebec H3B 2B2			
Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods		Motor vehicle included:	Yes No
	Inventory	✓	Amount:	
	Equipment	✓	Date of maturity:	
	Accounts	✓	Motor vehicle description:	
	Other	✓		

20. Financing Statement/Financing Change Statement(s) - Reference File No. 856923102

Registration No.:	19991122 0925 1071 6411 °			
Registration Period:	6 year(s)			
Debtor (1):	Ivaco Rolling Mills Limited Partnership 1040 Highway 17 P.O. Box 322 L'Original, Ontario K0B 1K0			
Debtor (2):	Ivaco Rolling Mills Inc. 1040 Highway 17 P.O. Box 322 L'Original, Ontario K0B 1K0			
Debtor (3):	Ivaco Inc. 1040 Highway 17 P.O. Box 322 L'Original, Ontario K0B 1K0			

Secured Party:	GE Capital Canada Leasing Services Inc. 1 Place Ville Marie Montreal, Quebec H3B 2B2			
Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods	Motor vehicle included:	Yes	No
	Inventory	✓ Amount:		
	Equipment	✓ Date of maturity:		
	Accounts	✓ Motor vehicle description:		
	Other	✓		

21. Financing Statement/Financing Change Statement(s) - Reference File No. 856859679

Registration No.:	19991118 1701 1071 6402	°
Registration Period:	6 year(s)	
Debtor (1):	Ivaco Rolling Mills Limited Partnership 1040 Highway 17 P.O. Box 322 L'Original, Ontario K0B 1K0	
Debtor (2):	Ivaco Rolling Mills Limited 1040 Highway 17 P.O. Box 322 L'Original, Ontario K0B 1K0	
Secured Party:	GE Capital Canada Leasing Services Inc. 1 Place Ville Marie Montreal, Quebec H3B 2B2	
Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods	Motor vehicle included: Yes No
	Inventory	✓ Amount:
	Equipment	✓ Date of maturity:
	Accounts	✓ Motor vehicle description:
	Other	✓

Amendment (A) Registration No.: 19991119 1552 1071 6409 °

Amending debtors' name:

Ivaco Rolling Mills Inc. Partnership
1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

Ivaco Rolling Mills Inc. Partnership
1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

Amendment (A) Registration No.: 19991122 0931 1071 6412 °

Amending debtor names, should be Ivaco Rolling Mills Limited Partnership,
Ivaco Rolling Mills Inc., Ivaco Inc.

Ivaco Rolling Mills Limited Partnership
1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

Ivaco Rolling Mills Inc.

1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

Ivaco Inc.
1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

22. Financing Statement/Financing Change Statement(s) - Reference File No. 850359933

Registration No.: 19990423 1854 1531 1825 °
Registration Period: 5 year(s)
Debtor: Ivaco Rolling Mills Limited Partnership
1040 Hwy 17
L'Original, Ontario K0B 1K0
Secured Party: The Bank of Nova Scotia – Montreal – Tour Scotia Branch
1002 Sherbrooke Street West
Montreal, Quebec H3A 3L6
Collateral Classification: Consumer goods Motor vehicle included: Yes No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.) Inventory Amount:
Equipment ✓ Date of maturity:
Accounts Motor vehicle description:
Other ✓

Amendment (A) Registration No.: 20030911 1159 1590 1316 °
Amended to include the debtor's French and combined forms of name:
Ivaco Rolling Mills Limited Partnership – Societe en Commandite Laminoirs
Ivaco
Societe en Commandite Laminoirs Ivaco

Renewal (B) For 5 year(s)
Registration No.: 20030911 1452 1590 1333 °

23. Financing Statement/Financing Change Statement(s) - Reference File No. 847959372

Registration No.: 19990126 1805 1531 5736 °
Registration Period: 5 year(s)
Debtor: Ivaco Rolling Mills Limited Partnership
P.O. Box 322
L'Original, Ontario K0B 1K0
Secured Party: The Bank of Nova Scotia – Montreal – Tour Scotia Branch
1002 Sherbrooke Street West
Montreal, Quebec H3A 3L6
Collateral Classification: Consumer goods Motor vehicle included: Yes No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.) Inventory Amount:
Equipment ✓ Date of maturity:
Accounts Motor vehicle description:

Other ✓

Amendment (A) Registration No.: 20030911 1158 1590 1315 °
Amended to include the debtor's French and combined forms of name:
Ivaco Rolling Mills Limited Partnership – Societe en Commandite Laminoirs
Ivaco
Societe en Commandite Laminoirs Ivaco

Renewal (B) For 5 year(s)
Registration No.: 20030911 1452 1590 1334 °

Renewal (B) For 5 year(s)
Registration No.: 20031217 1453 1530 7664

24. Financing Statement/Financing Change Statement(s) - Reference File No. 847149705

Registration No.: 19981222 1124 1529 1494 °
Registration Period: 6 year(s)
Debtor (1): Ivaco Rolling Mills Limited Partnership
1040 Highway #17 Box 322
L'Original, Ontario K0B 1K0
Debtor (2): Societe en Commandite Laminoirs Ivaco
1040 Highway #17 Box 322
L'Original, Ontario K0B 1K0
Debtor (3): Ivaco Rolling Mills Limited Partnership – Societe en Commandite
Laminoirs Ivaco
1040 Highway #17 Box 322
L'Original, Ontario K0B 1K0
Debtor (4): Ivaco Rolling Mills Inc.
1040 Highway #17 Box 322
L'Original, Ontario K0B 1K0
Debtor (5): Laminoirs Ivaco Inc.
1040 Highway #17 Box 322
L'Original, Ontario K0B 1K0
Debtor (6): Ivaco Rolling Mills Inc./Laminoirs Ivaco Inc.
1040 Highway #17 Box 322
L'Original, Ontario K0B 1K0
Secured Party: Hongkong Bank of Canada
70 York Street 3rd Floor
Toronto, Ontario M5J 1S9

Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer	Motor vehicle	Yes	No
	goods	included:		
	Inventory	Amount:		
	Equipment	Date of maturity:		
	Accounts	Motor vehicle description:		
	Other	✓		

25. Financing Statement/Financing Change Statement(s) - Reference File No. 843877521

Registration No.: 19980825 1752 1513 8455 °
Registration Period: 6 year(s)
Debtor: Ivaco Rolling Mills Limited Partnership
1040 Highway 17
L'Orignal, Ontario K0B 1K0
Secured Party: The Bank of Nova Scotia
1002 Sherbrooke Street West
Montreal, Quebec H3A 3L6
Collateral Classification: Consumer goods Motor vehicle included: Yes No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.) Inventory Amount:
Equipment ✓ Date of maturity:
Accounts Motor vehicle description:
Other ✓

Amendment (A) Registration No.: 20030911 1202 1590 1317 °
Amended to include the debtor's French and combined forms of name:
Ivaco Rolling Mills Limited Partnership – Societe en Commandite Laminoirs Ivaco
Societe en Commandite Laminoirs Ivaco

Renewal (B) For 5 year(s)
Registration No.: 20030911 1452 1590 1332 °

26. Financing Statement/Financing Change Statement(s) - Reference File No. 083152674

Registration No.: 19980728 1457 0043 5001 °
Registration Period: 8 year(s)
Debtor (1): Ivaco Rolling Mills Limited Partnership – Societe en Commandite Laminoirs Ivaco
1040 Highway #17, Box 322
L'Orignal, Ontario K0B 1K0
Debtor (2): Ivaco Rolling Mills Limited Partnership
Debtor (3): Societe en Commandite Laminoirs Ivaco
Debtor (4): Ivaco Rolling Mills Limited
Secured Party: Fleet Capital Corporation
50 Kennedy Plaza, 5th Floor
Providence, Rhode Island 02903
Collateral Classification: Consumer goods Motor vehicle included: Yes No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.) Inventory ✓ Amount:
Equipment ✓ Date of maturity:
Accounts ✓ Motor vehicle description:
Other ✓

Amendment (A) Registration No.: 19980806 1136 0043 5649 °

The inventory and accounts sections are deleted as they do not apply:

Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included:	Yes	No
	Inventory	Amount:		
	Equipment	✓	Date of maturity:	
	Accounts		Motor vehicle description:	
	Other	✓		

27. Financing Statement/Financing Change Statement(s) - Reference File No. 081764037

Registration No.: 19980616 1429 0043 0721 °

Registration Period: 8 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership – Societe en Commandite Laminoirs Ivaco
1040 Highway #17, Box 322
L'Orignal, Ontario K0B 1K0

Debtor (2): Ivaco Rolling Mills Limited Partnership

Debtor (3): Societe en Commandite Laminoirs Ivaco

Debtor (4): Ivaco Rolling Mills Limited

Secured Party: Fleet Capital Corporation
50 Kennedy Plaza, 5th Floor
Providence, Rhode Island 02903

Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included:	Yes	No
	Inventory	✓	Amount:	
	Equipment	✓	Date of maturity:	
	Accounts	✓	Motor vehicle description:	
	Other	✓		

Amendment (A) Registration No.: 19980806 1136 0043 5646 °

The inventory and accounts sections are deleted as they do not apply:

Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included:	Yes	No
	Inventory	Amount:		
	Equipment	✓	Date of maturity:	
	Accounts		Motor vehicle description:	
	Other	✓		

28. Financing Statement/Financing Change Statement(s) - Reference File No. 081276498

Registration No.: 19971216 1440 0043 1793 °

Registration Period: 8 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership – Societe en Commandite
Laminoirs Ivaco
1040 Highway #17, Box 322
L'Original, Ontario K0B 1K0

Debtor (2): Ivaco Rolling Mills Limited Partnership

Debtor (3): Societe en Commandite Laminoirs Ivaco

Debtor (4): Ivaco Rolling Mills Limited

Secured Party: Fleet Capital Corporation
50 Kennedy Plaza, 5th Floor
Providence, Rhode Island 02903

Collateral Classification: Consumer Motor vehicle Yes No
(If "✓" is absent from certain goods included:
field(s) at the right, this indicates Inventory ✓ Amount:
that the corresponding box(es) of Equipment ✓ Date of maturity:
the PPSA registration was/were Accounts ✓ Motor vehicle description:
not completed.) Other ✓

Amendment (A) Registration No.: 19980806 1136 0043 5647 °

The inventory and accounts sections are deleted as they do not apply:

Collateral Classification: Consumer Motor vehicle Yes No
(If "✓" is absent from certain goods included:
certain field(s) at the right, Inventory Amount:
this indicates that the Equipment ✓ Date of maturity:
corresponding box(es) of Accounts Motor vehicle description:
the PPSA registration was/were not completed.) Other ✓

29. Financing Statement/Financing Change Statement(s) - Reference File No. 081276318

Registration No.: 19970711 1524 0043 2564 °

Registration Period: 11 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership – Societe en Commandite
Laminoirs Ivaco
1040 Highway #17, Box 322
L'Original, Ontario K0B 1K0

Debtor (2): Ivaco Rolling Mills Limited Partnership

Debtor (3): Societe en Commandite Laminoirs Ivaco

Debtor (4): Ivaco Rolling Mills Limited

Secured Party: Fleet Capital Corporation
50 Kennedy Plaza, 5th Floor
Providence, Rhode Island 02903

Collateral Classification: Consumer Motor vehicle Yes No
(If "✓" is absent from certain goods included:
field(s) at the right, this indicates Inventory ✓ Amount:
that the corresponding box(es) of Equipment ✓ Date of maturity:
the PPSA registration was/were Accounts ✓ Motor vehicle description:
not completed.) Other ✓

Other ✓

Amendment (A) Registration No.: 19980806 1136 0043 5648 °

The inventory and accounts sections are deleted as they do not apply:

Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included:	Yes	No
	Inventory	Amount:		
	Equipment	Date of maturity:		
	Accounts	Motor vehicle description:		
	Other			

30. Financing Statement/Financing Change Statement(s) - Reference File No. 818644563

Registration No.: 19951212 1734 1513 1859 °

Registration Period: 5 year(s)

Debtor: Ivaco Rolling Mills Limited Partnership
1040 Highway 17
L'Orignal, Ontario K0B 1K0

Secured Party: The Bank of Nova Scotia
1002 Sherbrooke Street West
Montreal, Quebec H3A 3L6

Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included:	Yes	No
	Inventory	Amount: \$1,200,000		
	Equipment	Date of maturity:		
	Accounts	Motor vehicle description:		
	Other			

General Collateral Description:

Renewal (B) For 6 year(s)

Registration No.: 20001020 1757 1531 2992 °

Amendment (A) Registration No.: 20030911 1203 1590 1318 °

Amended to include the debtor's French and combined forms of name:

Ivaco Rolling Mills Limited Partnership – Societe en Commandite Laminoirs
Ivaco
Societe en Commandite Laminoirs Ivaco

31. Financing Statement/Financing Change Statement(s) - Reference File No. 814999716

Registration No.: 19950627 1859 1529 6557 °

Registration Period: 10 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership
1040 Highway #17 Box 322
L'Orignal, Ontario K0B 1K0

Debtor (2):	Societe en Commandite Laminoirs Ivaco 1040 Highway #17 Box 322 L'Orignal, Ontario K0B 1K0			
Debtor (3):	Ivaco Rolling Mills Limited Partnership – Societe en Commandite Laminoirs Ivaco 1040 Highway #17 Box 322 L'Orignal, Ontario K0B 1K0			
Debtor (4):	Ivaco Rolling Mills Inc. 1040 Highway #17 Box 322 L'Orignal, Ontario K0B 1K0			
Debtor (5):	Laminoirs Ivaco Inc. 1040 Highway #17 Box 322 L'Orignal, Ontario K0B 1K0			
Debtor (6):	Ivaco Rolling Mills Inc./Laminoirs Ivaco Inc. 1040 Highway #17 Box 322 L'Orignal, Ontario K0B 1K0			
Secured Party:	Hongkong Bank of Canada 70 York Street Toronto, Ontario M5J 1S9			
Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included:	Yes	No
	Inventory	Amount:		
	Equipment	✓ Date of maturity:		
	Accounts	Motor vehicle description:		
	Other			

32. Financing Statement/Financing Change Statement(s) – Reference File No. 896894343

Registration No.:	20030730 1612 1793 1941			
Registration Period:	5 year(s)			
Debtor (1):	Ivaco Rolling Mills Inc. 1040 Highway 17 L'Original, Ontario K0B 1K0			
Debtor (2):	Societe en Commandite Laminoirs Ivaco 1040 Highway 17 L'Original, Ontario K0B 1K0			
Debtor (3):	Ivaco Rolling Mills Limited Partnership 1040 Highway 17 L'Original, Ontario K0B 1K0			
Secured Party:	Process Technology International, Inc. 1940 Forge Street Tucker, Georgia 300846			
Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included:	Yes	No
	Inventory	Amount:		
	Equipment	✓ Date of maturity:		
	Accounts	Motor vehicle description:		

Other

33. **Intentionally Deleted.**

34. Financing Statement/Financing Change Statement(s) - Reference File No. 081763974

Registration No.: 19980108 1459 0043 3644 °

Registration Period: 8 year(s)

Debtor (1) Ivaco Rolling Mills Inc. – Laminoirs Ivaco Inc.
1040 Highway #17, Box 322
L'Orignal, Ontario K0B 1K0

Debtor (2): Ivaco Rolling Mills Inc.

Debtor (3): Laminoirs Ivaco Inc.

Secured Party: Fleet Capital Corporation
50 Kennedy Plaza, 5th Floor
Providence, Rhode Island 02903

Collateral Classification: Consumer goods Motor vehicle included: Yes No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)

Inventory	✓	Amount:		
Equipment	✓	Date of maturity:		
Accounts	✓	Motor vehicle description:		
Other	✓			

35. Financing Statement/Financing Change Statement(s) - Reference File No. 081276516

Registration No.: 19971216 1440 0043 1792 °

Registration Period: 8 year(s)

Debtor (1) Ivaco Rolling Mills Inc. – Laminoirs Ivaco Inc.
1040 Highway #17, Box 322
L'Orignal, Ontario K0B 1K0

Debtor (2): Ivaco Rolling Mills Inc.

Debtor (3): Laminoirs Ivaco Inc.

Secured Party: Fleet Capital Corporation
50 Kennedy Plaza, 5th Floor
Providence, Rhode Island 02903

Collateral Classification: Consumer goods Motor vehicle included: Yes No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)

Inventory	✓	Amount:		
Equipment	✓	Date of maturity:		
Accounts	✓	Motor vehicle description:		
Other	✓			

Québec

36. Rights of the Lessor

Lessor: Associates Leasing (Canada) Ltd.
Lessee: Ivaco Rolling Mills Inc.
Laminoires Ivaco Ltée
Registration number: 00-0073119-0032
Date of registration: March 27, 2000
Expiry date: March 23, 2010
Constituting deed: Deed under private writing dated February 5, 1986.
Charged property: Pursuant to a Master Lease Agreement dated February 5, 1986, all present and future motor vehicles (including without limitation, passenger automobiles, trucks, truck tractors, truck trailers, truck chassis, or truck bodies), automotive equipment (including without limitation trailers, boxes and refrigeration units), and materials handling equipment leased from time to time by the Lessor to the Lessee, together with all present and future attachments, accessions, appurtenances, accessories, and replacement parts, and proceeds of or relating to the foregoing.

37. Conventional hypothec without delivery

Creditor: GE Canada Finance Inc.
Debtor: Ivaco Rolling Mills Inc./Laminoires Ivaco Inc.
Laminoires Ivaco Inc./Ivaco Rolling Mills Inc.
Ivaco Rolling Mills Inc.
Laminoires Ivaco Inc.
Registration number: 03-0635653-0003
Date of registration: November 27, 2003
Expiry date: November 27, 2013
Constituting deed: Notarial deed dated November 27, 2003, before Robert Alain, notary, under minute number 6791.
Charged property: See Appendix C
Amount: \$33,600,000 with interest at the rate of 25% per annum.
Reference: Assignment of a right 04-0060666-0003 on February 6, 2004:
Assignor: GE Canada Finance Inc.
Assignee: GE Canada Finance Holding Company

Manitoba

38. Ivaco Rolling Mills Inc.: Registration 200323910005 (2003-11-24 10:13:42AM)

Registered under: *The Personal Property Security Act*
Expiry Date (YYY-MM-DD): 2008-11-18

Special Notices:	Perfection in Another Jurisdiction
Debtor Address:	993 Century Street Winnipeg, MB Canada R3H 0W4
This registration is jointly registered with these business debtors:	Laminoirs Ivaco Inc. Ivaco Rolling Mills Inc./Laminoirs Ivaco Inc. Laminoirs Ivaco Inc./Ivaco Rolling Mills Inc. Ivaco Rolling Mills Limited Partnership Societe en Commandite Laminoirs Ivaco Ivaco Rolling Mills Limited Partnership/Societe en Commandite Laminoirs Ivaco Societe en Commandite Laminoirs Ivaco/Ivaco Rolling Mills Limited Partnership
Secured Parties (party code, name, address):	GE Canada Finance Holding Company 1500 – 11 King Street West Toronto, ON Canada M5H 4C7
General Collateral Description:	The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History:	Registration Number: 200403120510 (2004-02-26 10:25:40 AM) Sections Changed: Secured Parties Registration Number: 200325171919 (2003-12-11 11:38:30 AM) Sections Changed: Business Debtors

SCHEDULE "H"

REAL PROPERTY ENCUMBRANCES

IVACO ROLLING MILLS LIMITED PARTNERSHIP

Municipal Address: 1040 County Road 17, L'Orignal, Ontario, K0B 1K0

- Lien registered as No. 52010 on September 22, 2003 in favour of Mecanique Kingston Inc. in the amount of \$37,605.15 and Certificate of Action thereof registered on November 5, 2003 as No. 52330.
- Lien registered as No. 52072 on September 30, 2003 in favour of J.G. Barrette Electric Ltd. in the amount of \$136,404.89 and Certificate of Action thereof registered on November 17, 2003 as No. 52381.
- Lien registered as No. 52073 on September 30, 2003 in favour of Mecanique Aquamec Mechanical Inc. in the amount of \$11,235.00 and Certificate of Action thereof registered on November 17, 2003 as No. 52382.
- Lien registered as No. 52087 on September 30, 2003 in favour of Y-Dea Inc. in the amount of \$14,624.55.
- Lien registered as No. 52156 on October 8, 2003 in favour of Sproule Power Line Construction Ltd. in the amount of \$44,713.16 and Certificate of Action thereof registered on December 4, 2003 as No. 52506.
- Lien registered as No. 114508 on September 22, 2003 in favour of Mecanique Kingston Inc. in the amount of \$37,605.15 and Certificate of Action thereof registered on November 5, 2003 as No. 114988.
- Lien registered as No. 114574 on September 26, 2003 in favour of Y-Dea Inc. in the amount of \$14,624.55.
- Lien registered as No. 114597 on September 30, 2003 in favour of J.G. Barrette Electric Ltd. in the amount of \$136,404.89 and Certificate of Action thereof registered on November 17, 2003 as No. 115113.
- Lien registered as No. 114598 on September 30, 2003 in favour of Mecanique Aquamac Mechanical Inc. in the amount of \$11,235.00 and Certificate of Action thereof registered on November 17, 2003 as No. 115114.
- Lien registered as No. 114712 on October 8, 2003 in favour of Sproule Power Line Construction Ltd. in the amount of \$44,713.16 and Certificate of Action thereof registered on December 4, 2003 as No. 115302
- Notice registered as No. 38711 on July 14, 1995 in favour of Hongkong Bank of Canada.
- Notice registered as No. 42084 on September 11, 1997 in favour of Fleet Capital Corporation.
- Notice registered as No. 43507 on September 2, 1998 in favour of Fleet Capital Corporation.
- Notice registered as No. 43664 on October 8, 1998 in favour of Fleet Capital Corporation.
- Notice registered as No. 91166 on July 14, 1995 in favour of Hongkong Bank of Canada.
- Notice registered as No. 97485 on September 11, 1997 in favour of Fleet Capital Corporation.

- Notice registered as No. 100099 on September 2, 1998 in favour of Fleet Capital Corporation.
- Notice registered as No. 100390 on October 8, 1998 in favour of Fleet Capital Corporation.
- Notice registered as No. 42683 on February 20, 1998 in favour of The Chase Manhattan Bank of Canada.
- Notice registered as No. 98613 on February 20, 1998 in favour of The Chase Manhattan Bank of Canada.

SCHEDULE "I"

MUNICIPAL AND LEGAL DESCRIPTION

IVACO INC. (SIVACO QUÉBEC DIVISION)

Civic Address: 800 Ouellette Street, Marievalle

Registered Owner: Ivaco Inc.

Beneficial Owner: Ivaco Inc.

Legal Description: That certain emplacement located on the West side of Ouellette Street in the City of Marievalle, Province of Québec, known and designated as lot numbers:

ONE MILLION SIX HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED AND NINE (1 654 109) of the Cadastre du Québec, Registration Division of Rouville; and

ONE MILLION SIX HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED AND SIXTEEN (1 654 116) of the Cadastre du Québec, Registration Division of Rouville.

With all buildings thereon erected and, more particularly, the building bearing civic number 800 Ouellette Street, City of Marievalle, Province of Québec, J3M 1P5.

That certain emplacement located on the East side of Ouellette Street in the City of Marievalle, Province of Québec, known and designated as lot number:

ONE MILLION SIX HUNDRED FIFTY-FOUR THOUSAND AND NINETY-ONE (1 654 091) of the Cadastre du Québec, Registration Division of Rouville.

Together with all mechanical, electrical and air-conditioning equipment and all movables, appliances and fixtures which are permanently physically attached or joined and situated in the building above-mentioned and pertaining to its operation belonging to the Seller;

As the said emplacement now subsists with all its rights, members and appurtenances, without exception or reserve of any kind on the part of the Seller.

Verrault Street Lands

That certain vacant emplacement located on the East side of Ouellette Street in the City of Marievalle, Province of Québec, known and designated as lot numbers:

ONE MILLION SIX HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED AND THIRTY-FIVE (1 653 935) of the Cadastre du Québec, Registration Division of Rouville (on the North side of Verrault Street); and

ONE MILLION SIX HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED AND TWENTY-SEVEN (1 653 927) of the Cadastre du Québec, Registration Division of Rouville (on the South side of Verrault Street).

As the said vacant emplacement now subsists with all its rights, members and appurtenances, without exception or reserve of any kind on the part of the Seller.

West Side of Ouellette, South of C.N.R.

That certain emplacement located on the West side of Ouellette street, in the City of Mariville, Province of Québec, known and designated as lot number:

ONE MILLION SIX HUNDRED AND FIFTY-SEVEN THOUSAND FOUR HUNDRED AND FORTY-EIGHT (1 657 448) of the Cadastre du Québec, Registration Division of Rouville.

As the said emplacement now subsists with all its rights, members and appurtenances, provided that those parts of said Lot 1 657 448 shown as two (2) parcels on the survey plan prepared by Madore & Madore, Arpenteurs, Géomètres dated November 29, 2004 under Dossier 16730-10, Minute 25978 (the "Retroceded Parcels") shall be retroceded by the Purchaser to Ferme R&M Bessette, S.E.N.C., failing which, the Retroceded Parcels shall be retroceded to the Seller, with the Purchaser retaining the balance of said Lot 1657 448 (other than the Retroceded Parcels).

IVACO INC. (SIVACO ONTARIO PROCESSING DIVISION)

Municipal Address: 330 Thomas Street, Ingersoll

Registered Owner: 1039028 Ontario Inc.

Beneficial Owner: Ivaco Inc.

Legal Description: Part of Lot 147, Block 27, Plan 279, designated as Parts 2, 3 and 4, Plan 41R-5119 and part of Lot 147, Block 27, Plan 279 designated as Part 4, Plan 41R-5715, Town of Ingersoll, County of Oxford, being the whole of P.I.N. 00151-0094(R).

SCHEDULE "I.1"
INTELLECTUAL PROPERTY
IVACO INC.

As at November 26, 2004.

TRADE-MARKS

CANADA

<u>Trade-mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Data Room Number</u>
Bar-Tie	165,450	September 26, 1969	
S & Triangle design	119,175	August 19, 1960	
S & Triangle design	223,365	September 30, 1977	
Sivaco	167,398	January 16, 1970	4.12.1
Sivaco 9000 Series	514,337	August 12, 1999	
Sivaco 9000 Series & design	515,831	January 16, 1997	
Sivaco & Triangle design	119,251	August 26, 1960	
HI-AD and Triangle design	132,241	August 9, 1963	
Ivaco	253,204	November 28, 1980	
Ivaco; design	379,309	February 1, 1991	

UNITED STATES

<u>Trade-mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Data Room Number</u>
S & Triangle design	878,035	October 7, 1969	
Sivaco	1,092,655	June 6, 1978	4.12.1
Sivaco 9000 Series	2,344,291	February 24, 1997	
Sivaco 9000 Series & design	2,382,045	September 5, 2000	
HI-AD and triangle design	859,564	November 5, 1968	

MEXICO

<u>Trade-mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Data Room Number</u>
S & Triangle design	571,155	January 12, 1998	
Sivaco	541,506	December 18, 1996	4.12.1
Sivaco 9000 Series	552,882	March 7, 1997	
Sivaco 9000 Series & design	551,616	March 7, 1997	

SNW	506865	October 13, 1995
SNW	517883	February 26, 1996
SNW	488609	April 24, 1995
SNW 900 Series	534416	October 28, 1996

INVENTIONS

1. The invention by Leslie Vider relating to a heat recuperator and method for use with gas-fired furnace using nozzle or pre-mix burners, as fully described and claimed in patents issued in respect of such invention identified in Canada by registration number CA 1,195,913 (expired August 29, 2004) and in the United States by registration number 4,560,349 (expired September 14, 2004).

2. The invention by Thomas A. Perlus, John T. Griffiths and Malcolm Coburn relating to steel wire manufacture, as fully described and claimed in a patent issued in respect of such invention identified in Canada by registration number CA 1,102,588 (expired June 9, 1998).

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Ivaco corporate website, currently located at www.ivaco.com. Not registered.

Sivaco corporate websites, currently located at www.sivaco.com and www.sivacoquebec.com. Not registered.

BUSINESS NAMES

CANADA

	<u>Registration No.</u>	<u>Registration Date</u>
Groupe des tréfileries Sivaco	1143405356 (QC)	
IES Export	120010806 (ON)	
Sivaco Chambly	1143405356 (QC)	
Sivaco Québec	1143405356 (QC)	
	TN4531992 (AB)	December 21, 1989
Sivaco Ontario Processing	141160077 (ON)	
Sivaco Wire Group	1143405356 (QC)	
Sivaco Ontario		
Sivaco	TN11402534 (AB)	
	1143405356 (QC)	

DOMAIN NAMES

infasco.org
infasco.net
ivaco.org
ivaco.net
ivacotech.com
ifastgroupe.com
ifastgroupe.org
ifastgroupe.net
infasco.com
galvano.com
sivacoquebec.com
ivaco.com
sivaco.com
sivaco.org
ivacorm.ca
infasco.ca
sivaco.ca
galvano.ca

SCHEDULE "J"

PPSA ENCUMBRANCES

Ontario

1. Financing Statement/Financing Change Statement(s) - Reference File No. 869913171

Registration No.:	20010214 1036 1616 0586				°
Registration Period:	4 year(s)				
Debtor (1):	Ivaco Inc. 330 Thomas St. Ingersoll, Ontario N5C 3K5				
Debtor (2):	Sivaco Ontario 330 Thomas St. Ingersoll, Ontario N5C 3K5				
Secured Party:	Wajax Finance Ltd. 207 Queens Quay West Suite 700 Toronto, Ontario M5J 1A7				
Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods	Motor vehicle included:	Yes ✓	No	
	Inventory	Amount:			
	Equipment	✓	Date of maturity:		
	Accounts	✓	Motor vehicle description:		
	Other	✓			

2. Financing Statement/Financing Change Statement(s) - Reference File No. 858891789

Registration No.:	20000201 1600 1424 7339				°
Registration Period:	5 year(s)				
Debtor (1):	Sivaco Ontario 330 Thomas Street Ingersoll, Ontario N5C 3K5				
Debtor (2):	Ivaco Inc.				
Secured Party:	Wajax Finance Ltd. 207 Queen's Quay West, Suite 700 Toronto, Ontario M5J 1A7				
Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods	Motor vehicle included:	Yes ✓	No	
	Inventory	Amount:			
	Equipment	✓	Date of maturity:		
	Accounts	✓	Motor vehicle description:		
	Other	✓			

Amendment (A)

Registration No.: 20000502 1619 1424 0293

To add a motor vehicle description:

Motor vehicle description: 1999 Hyster S100XL

3. Financing Statement/Financing Change Statement(s) - Reference File No. 856923102

Registration No.: 19991122 0925 1071 6411

Registration Period: 6 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership
1040 Highway 17 P.O. Box 322
L'Orignal, Ontario K0B 1K0

Debtor (2): Ivaco Rolling Mills Inc.
1040 Highway 17 P.O. Box 322
L'Orignal, Ontario K0B 1K0

Debtor (3): Ivaco Inc.
1040 Highway 17 P.O. Box 322
L'Orignal, Ontario K0B 1K0

Secured Party: GE Capital Canada Leasing Services Inc.
1 Place Ville Marie
Montreal, Quebec H3B 2B2

Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods		Motor vehicle included:	Yes	No
	Inventory	✓	Amount:		
	Equipment	✓	Date of maturity:		
	Accounts	✓	Motor vehicle description:		
	Other	✓			

4. Financing Statement/Financing Change Statement(s) - Reference File No. 858660579

Registration No.: 20000124 1437 1530 6385

Registration Period: 5 year(s)

Debtor: Ivaco Inc.
20th Floor, 770 Sherbrooke Street West
Montreal, Quebec H3A 1G1

Secured Party: General Trust of Canada, as Trustee
1100 University Street
Montreal, Quebec H3B 2G7

Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods		Motor vehicle included:	Yes	No
	Inventory	✓	Amount:		
	Equipment		Date of maturity:		
	Accounts	✓	Motor vehicle description:		
	Other	✓			

Discharge (F)

Registration No.: 20010226 1432 9065 7709 °

Partial discharge

General Collateral Description: The released collateral is comprised of the "Purchased Assets", as such term is defined in an asset purchase agreement made January 15, 2001 between Ivaco Inc. and Frost Fence & Wire Products Ltd.

Amendment (A)

Registration No.: 20030430 1514 1590 5368 °

To amend the secured party's name:

National Bank Trust Inc., as Trustee
1100 University Street
Montreal, Quebec H3B 2G7

And to include "equipment" and "motor vehicle included" in the Collateral Classification:

Collateral Classification:
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)

Consumer goods
Inventory ✓
Equipment ✓
Accounts ✓
Other ✓

Motor vehicle included:

Amount:

Date of maturity:

Motor vehicle description:

Yes ✓

No

5. Financing Statement/Financing Change Statement(s) - Reference File No. 856859679

Registration No.: 19991118 1701 1071 6402 °

Registration Period: 6 year(s)

Debtor (1): Ivaco Rolling Mills Limited Partnership
1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

Debtor (2): Ivaco Rolling Mills Limited
1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

Secured Party: GE Capital Canada Leasing Services Inc.
1 Place Ville Marie
Montreal, Quebec H3B 2B2

Collateral Classification:
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)

Consumer goods
Inventory ✓
Equipment ✓
Accounts ✓
Other ✓

Motor vehicle included:

Amount:

Date of maturity:

Motor vehicle description:

Yes

No

Amendment (A)

Registration No.: 19991119 1552 1071 6409 °

To amend debtors' name:

Ivaco Rolling Mills Inc. Partnership
1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

Ivaco Rolling Mills Inc. Partnership
1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

Amendment (A)

Registration No.: 19991122 0931 1071 6412

To amend debtor names should be Ivaco Rolling Mills Limited Partnership,
Ivaco Rolling Mills Inc., Ivaco Inc.:

Ivaco Rolling Mills Limited Partnership
1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

Ivaco Rolling Mills Inc.
1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

Ivaco Inc.
1040 Highway 17 P.O. Box 322
L'Original, Ontario K0B 1K0

6. Financing Statement/Financing Change Statement(s) - Reference File No. 816351642

Registration No.: 19950828 1904 1529 6465

Registration Period: 5 year(s)

Debtor: Ivaco Inc.
770 Rue Sherbrooke Ouest
Montreal, Quebec H3A 1G1

Secured Party: BML Leasing Limited
5255 Solar Drive
Mississauga, Ontario L4W 5H6

Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included:	Yes ✓	No
	Inventory	Amount:		
	Equipment	✓	Date of maturity: none fixed	
	Accounts	✓	Motor vehicle description:	
	Other	✓		

Renewal (B)

Registration No.: 20000717 1443 1530 9155

For 5 year(s)

7. Financing Statement/Financing Change Statement(s) – Reference File No. 823447161

Registration No.: 19960712 1846 1529 4918
Registration Period: 5 year(s)
Debtor: Canron Inc.
100 Disco Road
Rexdale, Ontario M9W 1M1
Secured Party: BML Leasing Limited
5255 Solar Drive
Mississauga, Ontario L4W 5H6
Collateral Classification: Consumer goods Motor vehicle included: Yes ☒ No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.) Inventory Amount:
Equipment ☒ Date of maturity: July 12, 2001
Accounts Motor vehicle description:
Other ☒

Amendment (A)

Registration No.: 19990719 1438 1530 3113
To add additional debtor:
Ivacan Inc.
20 Acheson Blvd.
Scarborough, Ontario M1C 3C5
Ingersoll Machine Tool
347 King Street West
Ingersoll, Ontario N5C 3K8

Renewal (B)

For 5 year(s)
Registration No.: 20010620 1449 1530 5984

8. Financing Statement/Financing Change Statement(s) – Reference File No. 073484496

Registration No.: 19960429 1241 0043 6330
Registration Period: 5 year(s)
Debtor: Canron Inc.
100 Disco Road
Rexdale, Ontario M9M 1M1
Secured Party: Canadian Imperial Bank of Commerce
Commerce Court West, 9th Floor
Toronto, Ontario M5L 1A2
Collateral Classification: Consumer goods Motor vehicle included: Yes No
(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of Inventory ☒ Amount:

that the corresponding box(es) of the PPSA registration was/were not completed.)

Equipment
Accounts
Other

Date of maturity:
✓ Motor vehicle description:
✓

Discharge (F) Partial discharge

Registration No.: 19980312 1037 9065 9987

Partial discharge
General Collateral Description: Canadian Imperial Bank of Commerce has released and discharged its security interest herein insofar as it relates to "Assets" as defined in, and sold pursuant to, an asset purchase agreement between Canron Inc. as vendor and 3409838 Canada Inc. as purchaser, dated February 23, 1998.

Amendment (A)

Registration No.: 19980713 1340 0043 3432

To amend the debtor's name:

Ivacan Inc.

Transfer (H)

Partial transfer by debtor

Registration No.: 19980930 1234 0043 0726

To: IMT Corporation
347 King Street West
Ingersoll, Ontario N5C 3K6

Renewal (B)

For 5 year(s)

Registration No.: 20010209 1813 1531 0404

Discharge (F)

Partial discharge

Registration No.: 20030530 1037 9065 7956

General Collateral Description: this partial release relates to all collateral of Ivacan Inc. only.

9. Financing Statement/Financing Change Statement(s) – Reference File No. 073484316

Registration No.: 19960425 1317 0043 5771

Registration Period: 5 year(s)

Debtor: Canron Inc.
100 Disco Road
Rexdale, Ontario M9M 1M1

Secured Party: Canadian Imperial Bank of Commerce
Commerce Court West, 9th, Floor
Toronto, Ontario M5L 1A2

Collateral Classification:
(If "✓" is absent from certain
field(s) at the right, this indicates
that the corresponding box(es) of
the PPSA registration was/were
not completed.)

Consumer goods		Motor vehicle included:	Yes ✓	No
Inventory	✓	Amount:		
Equipment	✓	Date of maturity:		
Accounts	✓	Motor vehicle description:		
Other	✓			

Discharge (F)

Partial discharge

Registration No.: 19980312 1037 9065 9988

General Collateral Description: Canadian Imperial Bank of Commerce has released and discharged its security interest herein insofar as it relates to "Assets" as defined in, and sold pursuant to, an asset purchase agreement between Cannon Inc. as vendor and 3409838 Canada Inc. as purchaser, dated February 23, 1998.

Amendment (A)

Registration No.: 19980713 1340 0043 3431

To amend the debtor's name:

Ivacan Inc.

Transfer (H)

Partial transfer by debtor

Registration No.: 19980930 1234 0043 0725

To: IMT Corporation
347 King Street West
Ingersoll, Ontario N5C 3K6

Renewal (B)

For 5 year(s)

Registration No.: 20010209 1813 1531 0403

Discharge (F)

Partial discharge

Registration No.: 20030530 1037 9065 7957

General Collateral Description: this partial release relates to all collateral of Ivacan Inc. only.

10. Financing Statement/Financing Change Statement(s) - Reference File No. 898394409

Registration No.: 20030919 1626 2067 0535

Registration Period: 5 year(s)

Debtor: Ivaco Inc.
330 Thomas Street P.O. Box 220
Ingersoll, Ontario N5C 3K5

Secured Party:	Sutherland-Schultz Inc. 401 Fountain Street North Cambridge, Ontario N3H 5P3			
Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included:	Yes	No
	Inventory	Amount:		
	Equipment	✓	Date of maturity: none fixed	
	Accounts		Motor vehicle description:	
	Other	✓		

11. Financing Statement/Financing Change Statement(s) - Reference File No. 895952313

Registration No.:	20030702 1429 1616 7466	°
Registration Period:	3 year(s)	
Debtor (1):	Ivaco Inc. 330 Thomas Street Ingersoll, Ontario N5C 3K5	
Debtor (2):	Sivaco Ontario 330 Thomas Street Ingersoll, Ontario N5C 3K5	
Secured Party:	Wajax Finance Ltd. 5045 South Service Road Burlington, Ontario L7R 4C8	
Collateral Classification: (If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)	Consumer goods	Motor vehicle included: Yes ✓ No
	Inventory	Amount:
	Equipment	✓ Date of maturity:
	Accounts	✓ Motor vehicle description:
	Other	✓

Amendment (A) Registration No.: 20030814 1036 1616 2152 °
To add motor vehicle description:
1999 Hyster S100XL

12. Financing Statement/Financing Change Statement(s) - Reference File No. 875526264

Registration No.:	20010821 0838 1453 0335	°
Registration Period:	7 year(s)	
Debtor:	Ivaco Inc. 330 Thomas Street Ingersoll, Ontario N5C 3K5	

Secured Party: GE Capital Canada Leasing Services Inc.
702 – 1420 Blair Place
Gloucester, Ontario K1J 9L8

Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods		Motor vehicle included:	Yes	No
	Inventory	✓	Amount:		
	Equipment	✓	Date of maturity:	none fixed	
	Accounts	✓	Motor vehicle description:		
	Other	✓			

Amendment (A) Registration No.: 20010831 1129 1453 0340 °

To amend secured party's address:

GE Capital Canada Equipment Financing Inc.
1, Place Ville-Marie, Suite 1401
Montreal, Quebec H3B 2B2

Amendment (A) Registration No.: 20010918 1117 1453 0348 °

To amend the name of secured party:

GE Capital Canada Leasing Services Inc.
1401 – 1 Place Ville-Marie
Montreal, Quebec H3B 2B2

13. Financing Statement/Financing Change Statement(s) - Reference File No. 852925932

Registration No.: 19990712 1447 1530 3805 °

Registration Period: 6 year(s)

Debtor (1): Ivaco Inc.
330 Thomas St
Ingersoll, Ontario N5C 3K5

Debtor (2): Sivaco Ontario Ltd.
330 Thomas St
Ingersoll, Ontario N5C 3K5

Secured Party: Siemens Credit Limited
2185 Derry Road West
Mississauga, Ontario L5N 7A6

Collateral Classification: <i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Consumer goods		Motor vehicle included:	Yes	No
	Inventory	✓	Amount:		
	Equipment	✓	Date of maturity:		
	Accounts	✓	Motor vehicle description:		
	Other	✓			

General Collateral Description: All box annealing furnaces equipment including all repairs, upgrades

and all other equipment supplied by or on behalf of the secured party to the debtor from time to time pursuant to Master Equipment Lease Agreement #859-0002020-000 as specified in the leasing schedules entered into from time to time pursuant to such Master Equipment Lease 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 and a right to any insurance payment or any payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. Equipment description 11 box annealing furnaces furnace number 1 through and including 11

Amendment (A) Registration No.: 19990714 1439 1530 7920 ○
To add General Collateral Description:
General Collateral Description: 11 box annealing furnaces

14. Financing Statement/Financing Change Statement(s) - Reference File No. 085919319

Registration No.:	20011101 1440 0043 4739			o
Registration Period:	6 year(s)			
Debtor:	Sivaco Ontario 330 Thomas St Ingersoll, Ontario N5C 3K5			
Secured Party:	Ikon Office Solutions 5200 Orbitor Drive Mississauga, Ontario L4W 5B4			
Collateral Classification:	Consumer goods	Motor vehicle included:	Yes	No
<i>(If "✓" is absent from certain field(s) at the right, this indicates that the corresponding box(es) of the PPSA registration was/were not completed.)</i>	Inventory	Amount: \$28,116		
	Equipment	✓	Date of maturity: October 1, 2007	
	Accounts		Motor vehicle description:	
	Other			
General Collateral Description:	Canon Imagerunner 330S			

Québec

15. Conventional hypothec without delivery

Creditor:	National Bank Trust Inc.
Debtor:	Ivaco Inc.
Registration number:	03-0244070-0001
Date of registration:	May 16, 2003
Expiry date:	May 16, 2013
Constituting deed:	Notarial deed dated May 13, 2003, before Pierre Béland, notary,

under minute number 1150.

Charged property:

See Appendix A

Amount:

\$80,000,000.00 in lawful money of Canada, with interest thereon at the rate of 25% per annum.

The amount of the hypothec includes an additional hypothec of \$10,000,000.00 also bearing interest at the rate of 25% per annum.

This hypothec secures the payment of bonds or other titles of indebtedness pursuant to art. 2692 of the Civil Code of Québec.

References:

Assignment of rank 03-0635307-0001 on November 27, 2003:

Assignor: National Bank Trust Inc.

Assignee: AIG Credit Corp. of Canada

Re: 03-0205770-0001
03-0225948-0001
03-0244070-0001
03-0273566-0001
03-0632495-0001
03-0632495-0002

Assignment of rank 04-0468309-0003 on August 10, 2004:

Assignor: National Bank Trust Inc./Trust Banque Nationale Inc.

Assignee: AIG Credit Corp. of Canada

Charged property:

All unearned premiums relating to or receivable pursuant to the Insurance Policies.

For purposes hereof, "Insurance Policies" means the following insurance policies (together with any extension, amendment and renewal thereof):

Policy Number and Prefix; Name and Address of Insurer

CA00000904L104A; XL Insurance Company Limited, Toronto, Ontario BE-139-7186; American Home Insurance Co., Toronto, Ontario

8829807; Zurich Insurance Company CAB, Toronto, Ontario

9040851; Commerce & Industry INS. CO. of Canada, Montreal, Quebec

XLUMB-00257; XL Insurance (Bermuda) Ltd., Toronto, Ontario

Re: 03-0273566-0001
03-0205770-0001
03-0225948-0001
03-0244070-0001
04-0457464-0001

16. Conventional hypothec without delivery

Creditor:

National Bank Trust Inc.

Debtor:

Ivaco Inc.

Registration number:

03-0205770-0001

Date of registration: April 30, 2003

Expiry date: April 29, 2013

Constituting deed: Notarial deed dated April 29, 2003, before Catherine Bolduc, notary, under minute number 1128.

Charged property: See Appendix B

Amount: \$80,000,000.00 in lawful money of Canada, with interest thereon at the rate of 25% per annum.

The amount of the hypothec includes an additional hypothec of \$10,000,000.00 also bearing interest at the rate of 25% per annum.

This hypothec secures the payment of bonds or other titles of indebtedness pursuant to art. 2692 of the Civil Code of Québec.

References: Assignment of rank 03-0635307-0001 on November 27, 2003:

Assignor: National Bank Trust Inc.

Assignee: AIG Credit Corp. of Canada

Re: 03-0205770-0001
03-0225948-0001
03-0244070-0001
03-0273566-0001
03-0632495-0001
03-0632495-0002

Assignment of rank 04-0468309-0003 on August 10, 2004:

Assignor: National Bank Trust Inc./Trust Banque Nationale Inc.

Assignee: AIG Credit Corp. of Canada

Charged property: All unearned premiums relating to or receivable pursuant to the Insurance Policies.

For purposes hereof, "Insurance Policies" means the following insurance policies (together with any extension, amendment and renewal thereof):

Policy Number and Prefix; Name and Address of Insurer

CA00000904L104A; XL Insurance Company Limited, Toronto, Ontario BE-139-7186; American Home Insurance Co., Toronto, Ontario

8829807; Zurich Insurance Company CAB, Toronto, Ontario

9040851; Commerce & Industry INS. CO. of Canada, Montreal, Quebec

XLUMB-00257; XL Insurance (Bermuda) Ltd., Toronto, Ontario

Re: 03-0273566-0001
03-0205770-0001
03-0225948-0001
03-0244070-0001
04-0457464-0001

17. Rights resulting from a lease and assignment of rights

Lessor: Auto Classique de Laval Inc.
Lessee: Ivaco Inc.
Assignee: Cr dit Mercedes Benz Canada
Services DaimlerChrysler Canada Inc.
Registration number: 02-0582905-0005
Date of registration: December 31, 2002
Expiry date: December 30, 2006
Constituting deed: Deed under private writing dated December 23, 2002
Charged property: Motor vehicle:
4JGAB57E73A405375 2003 Mercedes Benz ML350
All Attachments, accessories, additions, alterations and
replacement parts (whether present and future) to the vehicle,
together with all cash and non cash proceeds of the vehicle.

18. Rights of the lessor

Lessor: Services financiers Image Inc.
Lessee: Ivaco Inc.
Registration number: 01-0325610-0002
Date of registration: September 7, 2001
Expiry date: August 15, 2007
Constituting deed: Deed under private writing dated August 15, 2001
Charged property: 1 IR 550 N/S: NNT05452 1 IR 2800 AVEC RECTO-VERSO N/S:
MPJ00186, TRI ET AGRAFAGE
1 IR 2200 AVEC RECTO-VERSO N/S: MPG00868, TRI ET
AGRAFAGE
2 DADF-H1 N/S: XDZ01407, XDZ01459 2
FINISHER J1 N/S: XEG08650, XEG04646

19. Rights of the lessor

Lessor: Services financiers Image Inc.
Lessee: Ivaco Inc.
Registration number: 00-0053977-0005
Date of registration: March 7, 2000
Expiry date: February 28, 2005
Constituting deed: Deed under private writing dated February 29, 2000
Charged property: S/S, N/S: ZKQ26838, PEDESTAL, N/S: ZGE03861
1 NP6030, NFM09643
1 NP6030, NFM10029
1 NP6030, NFM10011

1 TRIEUSE-AGRAFEUSE 10 CASIERS POUR # NFM10011
1 UNITÉ DE DUPLEXAGE POUR # NFM10011

20. Rights of the lessor

Lessor: Services financiers Image Inc.
Lessee: Ivaco Inc.
Registration number: 00-0051696-0002
Date of registration: March 3, 2000
Expiry date: February 25, 2005
Constituting deed: Deed under private writing dated February 25, 2000
Charged property: 1 Image Runner 550, s/n: NNT05452
1 Unité de finition, s/n: NLF13314

21. Conventional hypothec without delivery

Creditor: General Trust of Canada
Debtor: Ivaco Inc.
Registration number: 00-0017483-0001
Date of registration: January 25, 2000
Expiry date: January 24, 2010
Constituting deed: Notarial deed dated January 24, 2000, before Lynn Savard, notary, under minute number 3513.
Charged property: See Appendix C
Amount: \$80,000,000.00 in lawful money of Canada, with interest thereon at the rate of 25% per annum.

The amount of the hypothec comprises a principal hypothec in the amount of \$70,000,000 and an additional hypothec in the amount of \$10,000,000.

The hypothec secures the payment of bonds or other titles of indebtedness pursuant to art. 2692 of the Civil Code of Québec.
Reference: Voluntary reduction 01-0041293-0001 on February 9, 2001:
On the property described in Appendix D
Assignment of rank 03-0635307-0002 on November 27, 2003:
Assignor: General Trust of Canada
Assignee: AIG Credit Corp. of Canada
Re: 00-0017483-0001
03-0632495-0001
03-0632495-0002

Assignment of rank 04-0468309-0002 on August 10, 2004:
Assignor: General Trust of Canada
Assignee: AIG Credit Corp. of Canada
Charged property:

All unearned premiums relating to or receivable pursuant to the Insurance Policies.

For purposes hereof, "Insurance Policies" means the following insurance policies (together with any extension, amendment and renewal thereof):

Policy Number and Prefix; Name and Address of Insurer

CA00000904L104A; XL Insurance Company Limited, Toronto, Ontario BE-139-7186; American Home Insurance Co., Toronto, Ontario

8829807; Zurich Insurance Company CAB, Toronto, Ontario 9040851; Commerce & Industry INS. CO. of Canada, Montreal, Quebec

XLUMB-00257; XL Insurance (Bermuda) Ltd., Toronto, Ontario

Re: 00-0017483-0001

04-0457464-0001

22. Rights resulting from a lease

Lessor:	Rentway Ltd.
Lessee:	Ivaco Inc.
Registration number:	00-0291575-0011
Date of registration:	September 28, 2000
Expiry date:	August 18, 2007
Constituting deed:	Deed under private writing dated August 18, 2000
Charged property:	Motor vehicle: 1FVHBXBS01HH79933 2001 Freightliner FL80

23. Rights of the lessor

Lessor:	Heller Financial Canada, Ltd. Services financiers Heller Canada/Heller Financial Canada, Ltd.
Lessee:	Ivaco Inc. acting under the name: Sivaco Québec
Registration number:	00-0091749-0003
Date of registration:	April 13, 2000
Expiry date:	April 11, 2005
Constituting deed:	Deed under private writing dated April 11, 2000
Charged property:	LEASE #594667,7 DESKPRO EP TOWER CEL/500 64/6.4G 128K ATA FDD 810CHIPSET W95 M-1601775 SKU-83020 SN- S6005CZF2A342, SKU-83021 SN-S6005CZF2A480, SKU- 83022 SN-S6005CZF2A548, SKU-83023 SN-S6005CZF2A567, SKU-83024 SN-S6005CZF2A569, SKU-83025 SN- S6005CZF2A574, SKU-83026 SN-S6005CZF2A577, 12.1'TFT LI-ION W95/8, 2 CPQ 64MB SDRAM 100MHZ DIMM F/DESKPRO EN/EP, 2 CPQ CONVENIENCE BASE EM (INTEL NIC) F/ARMADA M300/700/E700 SKU-83018 SN- 1Y9CCMT391AN, SKU-83019 SN-1Y9CCMT3K16W, 8 OFFICE 2000 PRO WIN9X/NT COMP. & VER. UPG. CD, 3 OFFICE 2000

PRO WIN9X7NT CD, 2 DESKPRO EN PIII/500MHZ
64/6.4GB/512KB ECC/WIN95, SKU-83028 SN-
S694BCKP7L993,SKU-83029 SN-S6948CKP7M041, 10
COMPAQ V500 15" MONITOR 1024X768@ 85HZ H312804
SKU-83030 SN-004BJ28LL580, SKU-83031 SN-004BJ28LL589,
SKU-83032 SN-004BJ28LL592, SKU-83033 SN-004BJ28LL598,
SKU-83034 SN-004BJ28LL601, SKU-83035 SN-004BJ28LL604,
SKU-83036 SN-004BJ28LL607, SKU-83037 SN-004BJ28LL656,
SKU-83038 SN-004BJ28LL8022, SKU-83039 SN-004BJ28LN361,
2 MOUSE, FIRST MOUSE, 3-BUTTON, SERIAL, PS/2,W
IN95/98/NT 4.0 I-332666, 1 HP LASERJET 4050TN 1200X1200
17PPM 16MB 3BIN SKU-83040 SN-0102091899, 1 EPSON
STYLUS COLOR 900 INKJET F/PC & MAC 1440X720
12/10PPM SKU-83017 SN-BK70000621, 11 CPQ FRENCH
CANADIAN COUNTRY KIT (KYBRD+DOC) F/DESKPRO EP
H312681 I-570485, 1 CPQ P900 19" COLOUR MONITOR ES
LE AC T095 (OPAL) SKU-83027 SN-950GC45MC215, 2
PROJECT 98 WIN9X/NT VER. UPG. CD, 1 (FR) ARMADA E500
PII/366 64/4.3G 24X 12.1'TFT LI-ION W95/8 SKU-83490 SN-
3J03DJC4A227, 1 (FR) ARMADA E500 PII/366 64/4.3G 24X
12.1'TFT LI-ION W95/8 SKU-84185 SN-1J9CDJC4G06B, 8
10/100 NETWORK CARD 3C905CTX/1, WITH ALL
ATTACHMENTS, ACCESSORIES AND PROCEEDS THEREOF
INCLUDING INSURANCE PROCEEDS AND INDEMNITIES

Mention: Lease term is 4 years and the monthly lease payments of
\$928.91 plus applicable taxes.

24. Conventional hypothec without delivery

Creditor: GE Capital Canada Equipment Financing Inc.
Debtor: Ivaco Inc., for its Sivaco Québec Division Ivaco Inc. Sivaco
Québec Division
Registration number: 97-0133691-0001
Date of registration: October 31, 1997
Expiry date: October 30, 2007
Constituting deed: Deed under private writing dated October 30, 1997
Charged property: 1.1 THE FOLLOWING EQUIPMENTS:
(A) A 8 DRAFT MODEL 760S TYPE MACHINE, SERIAL NO.
#V960802;
(B) A 12 DRAFT MODEL 635S TYPE MACHINE, SERIAL NO.
#V9608022;
(C) A BVD 1000 VERTICAL DOUBLE SPOOLER, SERIAL NO.
#V9608023; AND
(D) A AOT 760 DEAD BLOCK COILER WITH TURN TABLE
PATTERN LAY, SERIAL NO. #V9608021.
1.2 FRUITS AND REVENUES ALL CASH, PROFITS,
PROCEEDS, FRUITS, DIVIDENDS, PROCEEDS OF
INSURANCE, RIGHTS AND REVENUES WHICH ARE OR MAY
BE PRODUCED BY OR DECLARED OR DISTRIBUTED WITH
RESPECT TO THE CHARGED PROPERTY OR IN EXCHANGE

THEREOF AS WELL AS THE PROCEEDS OF THE CHARGED PROPERTY, INCLUDING WITHOUT LIMITATION ANY PROPERTY, EQUIPMENT, NEGOTIABLE INSTRUMENT, BILL, COMMERCIAL PAPER, SECURITY, MONEY, COMPENSATION FOR EXPROPRIATION REMITTED, GIVEN IN EXCHANGE OR PAID PURSUANT TO A SALE, REPURCHASE, DISTRIBUTION OR ANY OTHER TRANSACTION WITH RESPECT TO THE CHARGED PROPERTY.

1.3 RECORDS AND OTHERS ALL RECORDS, DATA, VOUCHERS, INVOICES AND OTHER DOCUMENTS RELATED TO THE CHARGED PROPERTY DESCRIBED ABOVE, INCLUDING WITHOUT LIMITATION, COMPUTER PROGRAMS, DISKS, TAPES AND OTHER MEANS OF ELECTRONIC COMMUNICATIONS OF THE GRANTOR, AS WELL AS THE RIGHTS OF THE GRANTOR TO RECOVER SUCH PROPERTY FROM THIRD PARTIES, RECEIPTS, CUSTOMER LISTS, DISTRIBUTION, DISTRIBUTION LISTS, DIRECTORIES AND OTHER SIMILAR PROPERTY OF THE GRANTOR.

The charged property is presently located at 800, rue Ouellette in Marieville, Québec.

Amount: \$2,224,463.00 with interest at the rate 24 % per annum including and additional hypothec of \$444,893.00

Reference: Rectification 97-0136428-0001 on November 6, 1997: Add debtors (already corrected in this report) Add Charged property (already corrected in this report).

25. Rights of the lessor

Lessor: Heller Financial Canada, Inc.
Services financiers Heller Canada/Heller Canada, Ltd.

Lessee: Sivaco Québec Div. de Ivaco Inc.
Ivaco Inc.

Registration number: 00-0338621-0003

Date of registration: November 7, 2000

Expiry date: May 6, 2004

Constituting deed: Deed under private writing dated November 6, 2000

Charged property: LEASE # 619414, (1) HP LASERJET 2100TN S/N SUSGW107323; (1) HP LASERJET 4050TN S/N USCF014633; 12 DESKPRO EP CEL/500 64/10.0G 40X FDD ATA 128KB W95/98 I-1 SKU-96359 SN-S6031DV96E146, SKU-96360 SN-S6031DV96E149, SKU-96361 SN-S6031DV96E222, SKU-96362 SN-S6031DV96E409, SKU-96363 SN-S6031DV96E456, SKU-96364 SN-S6031DV96E694, SKU-96365 SN-S6031DV96E705, SKU-96366 SN-S6031DV96E707, SKU-96367 SN-S6031DV96E715, SKU-96368 SN-S6031DV96E795, SKU-96369 SN-S6031DV96E810, SKU-96370 SN-S6031DV96E952, 6 COMPAQ V500 15" MONITOR 1024X768 @ 85HZ/0.24MM SKU-96349 SN-003BJ26LL396, SKU-96350

SN-003BJ26LL443, SKU-96351 SN-003BJ26LL483, SKU-96352 SN-004BJ26LC000, SKU-96353 SN-004BJ26LC076, SKU-96354 SN-004BJ26LC078; 14 INTELLIMOUSE 3.0 WIN9X/NT SERIAL & PS/2 3.5"; 1 HP DESKJET 1220CXI 1200X1200 11X17 11/9PPM PHOTORETIII SKU-96358 SN-SSG01213173; 12 NIC FAST ETHERNET ETHERLINK XL 10/100 PCI (PC MANAGEM) 1 CABLE, 6FT FULLY RATED USB CABLE A-A, STARTECH; 2 (FR) ARMADA E500 PIII650 64MB/12GB 14.1TFT 4XDVD W9X LI; 2 CPQ CONVENIENCE BASE EM (INTEL NIC) F/ARMADA M300/70; 2 HP DESKJET 932 F/PC BLK 1200X1200 PHTRETI 9/7.5PPM US SKU-96356 SN-SMY06N150VY SKU-96357 SN-SMY06N150W3; 1 CPQ 64MB MEMORY MODULE F/ARMADA 1500C/1700/M300/700/E700 I-161136; 1 HP SURESTORE 931OI INT. CDRW WR10X/RW4X/READ32X IDE; 1 (FR) ARMADA E500 PIII/650 64MB/12GB 14.1TFT 4XDVD W9X LI SKU-97877 SN-3J09DPB4Y501; 1 (FR) ARMADA E500 PIII/650 64MB/12GB 14.1TFT 4XDVD W9X LI SKU-97664 SN-3J09DPB41F02; 6 CPQ S510 15" MONITOR SKU-96866 SN-018BB65NLG44, SKU-96867 SN-018BB65NLG46, SKU-96868 SN-018BB65NJG47, SKU-96869 SN-018BB65NLG52, SKU-96870 SN-018BB65NLG57, SKU-96871 SN-018BB65NMY98, WITH ALL ATTACHMENTS, ACCESSORIES AND PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS AND INDEMNITIES.

Mention: Lease term is 3 years and 6 months and the monthly lease payments are \$992.75 plus applicable taxes.

Reference: Rectification 00-0362926-0014 on November 28, 2000: To add lessee Ivaco Inc. (already corrected in this report).

26. Rights of the lessor

Lessor: Société de Services de Crédit-Bail GE Canada

Lessee: Ivaco Inc.

Registration number: 03-0436543-0001

Date of registration: August 21, 2003

Expiry date: August 18, 2007

Constituting deed: Deed under private writing dated August 18, 2003

Charged property: See Appendix D

27. Rights of the lessor

Lessor: Société de Services de Crédit-Bail GE Canada

Lessee: Ivaco Inc.

Registration number: 03-0432117-0002

Date of registration: August 20, 2003

Expiry date: August 18, 2007

Constituting deed: Deed under private writing dated August 18, 2003
Charged property: See Appendix E

28. Rights of the lessor

Lessor: Société de Services de Crédit-bail GE Canada
Lessee: Ivaco Inc. (at 2 different addresses)
Registration number: 03-0041418-0001
Date of registration: January 30, 2003
Expiry date: January 29, 2009
Constituting deed: Deed under private writing dated January 29, 2003
Charged property: See Appendix F

29. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc. (at 2 different addresses)
Registration number: 02-0417741-0001
Date of registration: September 19, 2002
Expiry date: September 17, 2010
Constituting deed: Deed under private writing dated September 17, 2002
Charged property: (1) model E80XL, 1991, Hyster Lift Truck (8,000 LBS) (Mat- 2 sections, 122' Full Free Lift), n/s: C098V02387M
(1) model E80XL, 1991, Hyster Forklift (8,000 LBS)(Mat - 2sections, 122' Full Free Lift), n/s: C098V02376M
(2) model EMEP 18-1450K3, 2002, Charger Ferro (36V 1201-1450 a), n/s: 114902, 114903
(6) model 18-85F33, 2002, Batteries (36 volts, 1360 A. H. -38.25 X 38.25 X 2), n/s: C25757, C25758; C25759; C25760; C25761; C25762
The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

30. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc. (at 2 different addresses)
Registration number: 02-0413162-0001
Date of registration: September 18, 2002
Expiry date: September 17, 2010
Constituting deed: Deed under private writing dated September 17, 2002

Charged property: (1) model E80XL, 1991, Hyster Lift Truck (8,000 LBS) (Mat- 2 sections, 122' Full Free Lift), n/s: C098V02387M
(1) model E80XL, 1991, Hyster Forklift (8,000 LBS)(Mat - 2sections, 122' Full Free Lift), n/s: C098V023776M
(2) model EMEP 18-1450K3, 2002, Charger Ferro (36V 1201-1450 a), n/s: 114902, 114903
(6) model 18-85F33, 2002, Batteries (36 volts, 1360 A. H. -38.25 X 38.25 X 2), n/s: C25757, C25758; C25759; C25760; C25761; C25762
The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

31. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc. (at 2 different addresses)
Registration number: 02-0223969-0001
Date of registration: May 28, 2002
Expiry date: May 22, 2006
Constituting deed: Deed under private writing dated May 22, 2002
Charged property: See Appendix G

32. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc.
Registration number: 02-0221604-0001
Date of registration: May 27, 2002
Expiry date: May 22, 2006
Constituting deed: Deed under private writing dated May 22, 2002
Charged property: See Appendix H

33. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada
Lessee: Ivaco Inc.
Registration number: 02-0216576-0001
Date of registration: May 23, 2002
Expiry date: May 22, 2006
Constituting deed: Deed under private writing dated May 22, 2002

Charged property: See Appendix I

34. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc.
Registration number: 02-0083427-0001
Date of registration: March 4, 2002
Expiry date: March 1, 2010
Constituting deed: Deed under private writing dated March 1, 2002
Charged property: (1) Forklift Hyster, 1995 model H330XL s/n: D019D01870S; (1) Nacelle articulée 30', 1996 model Génie Z30-20N s/n: 441.
The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

35. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc.
Registration number: 02-0006447-0001
Date of registration: January 9, 2002
Expiry date: January 8, 2006
Constituting deed: Deed under private writing dated January 8, 2002
Charged property: See Appendix J

36. Rights of the lessor

Lessor: Image Financial Services Inc.
Lessee: Ivaco Inc.
Registration number: 01-0463076-0003
Date of registration: December 12, 2001
Expiry date: November 30, 2007
Constituting deed: Deed under private writing dated November 30, 2001
Charged property: 1 IR550, S/N NNT05452
1 IR2200, S/N MPG00868 AVEC RECTO-VERSO-TRI ET AGRAFAGE
1 NP6050 REF, S/N NDK38305 & TRIEUSE BROCHEUSE, S/N ZFZ55345
DADF-H1, S/N XDZ01459
FINISHER, S/N XEG04646

37. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc.
Registration number: 01-0362211-0003
Date of registration: October 3, 2001
Expiry date: September 24, 2007
Constituting deed: Deed under private writing dated September 24, 2001
Charged property: See Appendix K

38. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc.
Registration number: 01-0360334-0001
Date of registration: October 2, 2001
Expiry date: September 28, 2007
Constituting deed: Deed under private writing dated September 28, 2001
Charged property: See Appendix L

39. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc.
Registration number: 01-0325440-0001
Date of registration: September 7, 2001
Expiry date: September 6, 2005
Constituting deed: Deed under private writing dated September 6, 2001
Charged property: See Appendix M

40. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc.
Registration number: 01-0305017-0001
Date of registration: August 23, 2001
Expiry date: August 10, 2009
Constituting deed: Deed under private writing dated August 20, 2001
Charged property: (1) Live take-up model AVD 1200/900, 2001, for high carbon, having serial number V010713. Wire 1080 C, .160po to .500po DIA. With interchangeable blocks 36po and 48po size. With motor

and electric. With second set of straightener and meter counter.
The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

41. Rights of the lessor

Lessor:	Services financiers Wajax Ltée
Lessee:	Ivaco Inc. Ivaco Inc. acting under the name: Sivaco Québec
Registration number:	01-0222695-0003
Date of registration:	June 22, 2001
Expiry date:	June 12, 2006
Constituting deed:	Deed under private writing dated June 12, 2001
Charged property:	1 Chariot usage 1998 Hyster model: S155XL2 including GM engine and mat 3 sections s/n: B024D05657V.

42. Rights of the lessor

Lessor:	Services de Crédit-bail GE Capital Canada Inc.
Lessee:	Ivaco Inc.
Registration number:	01-0005793-0001
Date of registration:	January 9, 2001
Expiry date:	January 3, 2009
Constituting deed:	Deed under private writing dated January 3, 2001
Charged property:	1 Inverted Bull Block Machine 2001, s/n 2151, double block and drawing pass 1200/900mm; 1 Inverted Coiler machine 2001, s/n 2163; 1 Additional spare block 2 steps 900 mm and 1200 mm without coating on block, 2001. The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

43. Rights of the lessor

Lessor:	Services de Crédit-bail GE Capital Canada Inc.
Lessee:	Ivaco Inc.
Registration number:	00-0394098-0001
Date of registration:	December 27, 2000
Expiry date:	December 21, 2008
Constituting deed:	Deed under private writing dated December 21, 2000
Charged property:	1 Wire Bending and Pay off Machine suitable for bending up and

paying off of round wires in the range 9-20 mm Dia., modèle KAM 25-25, année 2000, n/s 16.068.

The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

44. Rights of the lessor

Lessor:	Services de Crédit-bail GE Capital Canada Inc.
Lessee:	Ivaco Inc.
Registration number:	00-0363862-0001
Date of registration:	November 28, 2000
Expiry date:	November 27, 2008
Constituting deed:	Deed under private writing dated November 27, 2000
Charged property:	1 Hyster Forklift 2000, modèle H330XL2, n/s D019D03072X with 96" inch Forklift and Mast of 212.5" - two Sections. The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

45. Rights of the lessor

Lessor:	Leasetec Canada Ltée
Lessee:	Ivaco Inc.
Registration number:	00-0360371-0001
Date of registration:	November 24, 2000
Expiry date:	November 20, 2004
Constituting deed:	Deed under private writing dated October 31, 2000
Charged property:	1 ALPHASERVER ES40 - OPENVMS ONE EV67 ALPHA CPU 667MHZ WITH 8MB CACHE 6PCI SLOTS, 2GB MEMORY 1 EV67 ALPHA CPU 667MHZ, 8MB CACHE SMP LICENSE 1 2GB MEMORY MODULE 1 720-WATTS POWER SUPPLY FOR N+1 REDUNDANCY 1 STORAGEWORKS ULTRA SCSI SINGLE BUS SHELF 1 ONE-CHANNEL ULTRA2 SCSI ADAPTER 1 3-METER SCSI CABLE 2 9.1GB ULTRA2 10K DRIVE SBB DRIVE 1 10/100 PCI TO ETHERNET ADAPTER 1 PEDESTAL ENCLOSURE 120V 1 POWER CORD 1 P1 TO CI ADAPTER (REQUIRES TWO PCI SLOTS) 1 COMPUTER INTERCONNECT CABLE SET 1 PCI TO FDDI CONTROLLER, DAS MMF SC CONNECTOR 1 10-METERS FIBER CABLE MMF SC TO SC CONNECTOR

1 UNLIMITED OPENVMS USER LICENSE
1 OPENVMS CLUSTER LICENSE
1 DECNET END-SYSTEM TO EXTENDED FUNCTION
UPGRADE
3-YEAR PRIORITY SERVICE 9X5 4 HOURS RESPONSE TIME
1 64-BIT/33MHZ PCI-TO FC HOST BUS ADAPTER, OVMS
1 SHORT WAVE GBIC
1 5-METER FIBER CABLE
1 SECURE PATH SOFTWARE FOR WIN NT V3.0]

Inscription: 04-0614522-004
Renouvellement de la publicité d'un droit

Date of registration: October 22, 2004

Expiry date: November 20, 2005

Secured Creditor: Leasetec Canada Ltee
Bureau 210
481 Rue Morden
Oakville, ON L6K 3W6

Debtor: Ivaco Inc.
770 Rue Sherbrooke Ouest
Montréal, PQ H3A 1G1

Mentions: Référence à l'inscription Visée

Numéro: 00-03630371-0001

Nature: Droits de Propriété du Crédit-Bailleur

Autres Mentions: Ref: CL000224 / ONQLC1C133-2 / 3096496

Aivs d'adresse No. 019225

46. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.

Lessee: Ivaco Inc. (at 2 different addresses)

Registration number: 00-0342216-0001

Date of registration: November 9, 2000

Expiry date: November 6, 2008

Constituting deed: Deed under private writing dated November 6, 2000

Charged property: (1) Frigerio Sensor roller wire Drawing Machine: S900/8 blocks, model S900, s/n: V001022;
(1) Horizontal Drawing Coiler: modèle A0T76, including standard stripper blocks 900 (36") and interchangeable 100 (47.2"), serial number: V0010221.
1 pointing Machine, modèle APS2, n/s V0010223;
1 pointing Machine, modèle APS4C for S900, n/s V0010224;
1 Revamping of existing S-900/8 Frigerio Drawing Machine No: 40 (As per quotation No. Rev.5.1. for S900/8).

The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

Reference: Modification of a published right 02-0048612-0001 on February 7, 2002: To modify the Charged Property (already corrected in this report).

47. Conventional hypothec without delivery

Creditor: Financement d'équipement GE Capital Canada Inc.

Debtor: Ivaco Inc.

Registration number: 00-0335305-0001

Date of registration: November 3, 2000

Expiry date: October 27, 2010

Constituting deed: Deed under private writing dated October 27, 2000

Charged property: 1 Wire Drawing Machine no. 24 "Mario Frigerio 1988, modèle RT 680/600, n/s TN/60-871123.

2 Pay Off Feeder "Custom" 1988, 2 Plat forms 4'x4' with pneumatic tilting platform with three spring type spool with: 1 Accumulator for (custom) 24"H Travelling span, 5 roller pulley System, 1 Jib crane 12' x 7', 1 Catwalk, 1 12' x 7' 1 beam holder.

1 Wire Drawing Machine no. 23 "Mario Frigerio" 1988, modèle RT 680/600, n/s TN/60-871123.

1 Coiler "Morgan Worchester" 1993 , modèle DB212, n/s DB.

1 Wire Drawing Machine "Koch" 1993, modèle KGT 1600/2-1000/10, n/s 13959.

1 Wire Drawing Machine "Oz Cams" 1983, modèle TRB900/7, n/s G48.

1 Wire Drawing Machine "Oz Cams" 1987, modèle TRB 900/5, Capacity: 4 to 8 m/s 5 blocks 900 mm base frame housing motors and electromechanical components, electrical cabinets housing ail electronics and electrical components, Control Panel.

1 Wire Drawing Machine "Eurodraw" 1996, modèle MTS 900/2, n/s K0494

1 Pay Off Feeder "Custom" 1988, 2 platforms 4'x4' with pneumatic tilting platform with three spring pool with: 1 Accumulator for (custom) 84"H Travelling span, 2 roller pulley system, 1 Jib crane 12' x 7', 1 Catwalk

1 Pay Off Feeder "Custom" 1985, 1 Pneumatic round platform 10' dia, 3 Pneumatic unloading spools 48" x 48", 1 Half circle heavy steel cage 8" dia. X 11'h, 1 1 beam 10" x 14" x 92", 1 1 beam (angled), 124" and 1 1 beam 36", 1 Security feeder with 1 Jib crane concrete, bolted with pneumatic cylinder. 1 Pay Off Feeder "Custom" 1985, 1 Pneumatic round platform 10' dia, 3 Pneumatic unloading spools 48" x 48", 1 Half circle heavy steel cage 11'h,

1 1 beam 10" x 14" x 92"H,

1 1 beam (angled), 124" and 1 1 beam 36", 1 Security feeder with

1 Jib crane concrete bolted with pneumatic cylinder.

Où qu'ils se trouvent, ainsi que tous les droits de propriété intellectuelle et autres biens incorporels s'y rattachant, et l'ensemble des accessoires présents et futurs s'y rattachant, et l'ensemble des pièces de rechange, biens de remplacement, substitutions et échanges y relatifs, ainsi que l'ensemble des droits, créances et titres de créance qui proviennent ou attestent de leur location à des tiers par le débiteur et tous les produits y ayant trait.

Par "produit", on entend tous les biens meubles, corporels ou incorporels, présents et futurs du débiteur qui proviennent directement ou indirectement d'une opération relative aux biens grevés ou de leur aliénation, notamment tous les produits d'assurance et autres versements payables à titre d'indemnité ou de dédommagement en cas de perte ou de dommage des biens et tous les titres de créance garantis, titres de propriété, biens, effets, biens incorporels, argent et valeurs mobilières.

Amount: \$1,200,000.00 plus interest at the rate of 24% per annum, including an additional hypothec of 20%

48. Rights of the lessor

Lessor:	Services de Crédit-bail GE Capital Canada Inc.
Lessee:	Ivaco Inc.
Registration number:	00-0158532-0001
Date of registration:	June 13, 2000
Expiry date:	May 17, 2010
Constituting deed:	Deed under private writing dated May 17, 2000
Charged property:	(1) Take-Up Unit, 2000, model: PT-120. s/n: V000314. The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

49. Rights of the lessor

Lessor:	Services de Crédit-bail GE Capital Canada Inc.
Lessee:	Ivaco Inc.
Registration number:	00-0095288-0004
Date of registration:	April 17, 2000
Expiry date:	April 12, 2010
Constituting deed:	Deed under private writing dated April 12, 2000
Charged property:	2 Spool Take Ups, 2000, s/n 2142. The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

50. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc.
Registration number: 00-0095288-0003
Date of registration: April 17, 2000
Expiry date: April 12, 2010
Constituting deed: Deed under private writing dated April 12, 2000
Charged property: 1 Direct Fired Austenitizing Furnance, 2000 s/n: 25523-800.
The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

51. Rights of the lessor

Lessor: Services de Crédit-bail GE Capital Canada Inc.
Lessee: Ivaco Inc.
Registration number: 00-0095288-0002
Date of registration: April 17, 2000
Expiry date: April 10, 2010
Constituting deed: Deed under private writing dated April 10, 2000
Charged property: 1 Batch Pickling Plant 2000; s/n S9809100.
The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and

52. Rights of the lessor

Lessor: Heller Financial Canada, Ltd.
Services financiers Heller Canada/Heller Financial Canada, Ltd.
Lessee: Ivaco Inc.
Registration number: 00-0153026-0013
Date of registration: June 7, 2000
Expiry date: May 25, 2010
Constituting deed: Deed under private writing dated May 25, 2000
Charged property: Lease #599935, in virtue of a master leasing agreement dated 25-May-2000,
All present and future movable property, of every nature and kind, leased from time to time by the lessor to the lessee, including, without limiting the generality of the foregoing, which may be leased from time to time pursuant to any equipment schedule, with all additional equipment and accessories related thereof. and the proceeds resulting from any disposition or other transaction related to same, including insurance proceeds and indemnities.

53. Rights of the lessor

Lessor: Heller Financial Canada, Ltd.
Services financiers Heller Canada/Heller Financial Canada, Ltd.

Lessee: Ivaco Inc.
Sivaco Québec

Registration number: 01-0137064-0001

Date of registration: April 27, 2001

Expiry date: April 25, 2006

Constituting deed: Deed under private writing dated April 25, 2001

Charged property: LEASE #637229, 1 PROLIANT ML350 PIII/933 128MB/0G U2W TWR 100BT HOTPCI 32XCD SKU-112453 SN-D106FSC1K069, 2 CPQ 128MB SDRAM DIMM, 1 CPQ 18.2GB HOT PLUGGABLE ULTRA3 SCSI 10K 1" HARD DRIVE TD-622716, 2 CPQ UNIVERSAL 9.1GB HOT PLUGGABLE ULTRA3 SCSI313715 T-622717, 4 DESKPRO EN PIII/733 128MB/10GB 48XCD 100BT W98 DT SFF SKU-112454 SN-6044FHGZE946 SKU-112455 SN-6044FHGZF032 SKU-112456 SN-6044FHGZF159 SKU-112457 SN-6044FHGZF420, 1 HP DESKJET 990CSE 2400DPI 17/13PPM PHTRETI PC/MAC USB IRDA SKU-112463 SN-SMXOB11T2JZ, 5 CPQ S510 15" MONITOR I-108828 SKU-112458 SN-042BB69NK515 SKU-112459 SN-042BB69NK521 SKU-112460 SN-042BB69NK525 SKU-112461 SN-042BB69NK526 SKU-112462 SN-042BB69NR082, 6 CPQ FRENCH CAN COUNTRY KIT (KYBRD+DOC) F/DESKPRO EN W98/5 312344, WITH ALL ATTACHMENTS, ACCESSORIES AND PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS AND INDEMNITIES.

Mention: Lease term is 3 years and 6 months and the monthly lease payments of \$628.96 plus applicable taxes.

54. Reservation of ownership (installment sale)

Vendor: Entreprises Larry Inc.

Purchaser: Sivaco Québec, Division de Ivaco Inc.

Registration number: 03-0256590-0001

Date of registration: May 23, 2003

Expiry date: May 20, 2005

Constituting deed: Deed under private writing dated May 20, 2003

Charged property: 1 compresseur Ingersoll Rand EPE 300, s/n E1456U98260
1 sècheur Ingersoll Rand TM 1400 s/n: 98JTM455
1 sècheur Ingersoll Rand TM 1400, s/n: 98JTM456

Reference: Rectification 03-0614616-0001 on November 18, 2003:
To modify the name of the purchaser and a serial number of the charged property (corrected in this report)

55. Reservation of ownership (installment sale)

Vendor: Entreprises Larry Inc.
Purchaser: Sivaco Québec
Registration number: 03-0292493-0001
Date of registration: June 10, 2003
Expiry date: May 20, 2005
Constituting deed: Deed under private writing dated May 20, 2003
Charged property: 1 compresseur Ingersoll Rand EPE 300, s/n E1456V98260
1 sècheur Ingersoll Rand TM 1400 s/n: 98JTM455
1 sècheur Ingersoll Rand TM 1400, s/n: 98JTM456

56. Security published outside of Québec

Creditor: National Bank Trust Inc.
Debtor: Ivaco Inc.
Registration number: 03-0273566-0001
Date of registration: May 30, 2003
Expiry date: April 29, 2013
Constituting deed: Deed under private writing dated April 30, 2003
Charged property: See APPENDIX N
Mention: This registration is made pursuant to section 9-307 (6) of the New York Uniform Commercial Code, which requires that the registration of a financing statement be made there where the Constituant has its chief executive office.

Type of the security: Security Interest pursuant to a Supplemental Security Agreement;

Place of the foreign jurisdiction	Date:	Reg. Number:
Illinois	May 6, 2003	6966403 FS
Connecticut	May 7, 2003	0002201440
Georgia	May 7, 2003	038200300833
New Hampshire	May 6, 2003	619672
Virginia	May 7, 2003	0305077290 O

Rectification: 03-0301417-0001 on June 12, 2003:
To correct a registration number in "Mentions" section) already corrected in this report).

References: Assignment of rank 03-0635307-0001 on November 27, 2003:
Assignor: National Bank Trust Inc.
Assignee: AIG Credit Corp. of Canada

Re: 03-0205770-0001
03-0225948-0001
03-0244070-0001
03-0273566-0001
03-0632495-0001
03-0632495-0002

Assignment of rank 04-0468309-0003 on August 10, 2004:

Assignor: National Bank Trust Inc./Trust Banque Nationale Inc.

Assignee: AIG Credit Corp. of Canada

Charged property:

All unearned premiums relating to or receivable pursuant to the Insurance Policies.

For purposes hereof, "Insurance Policies" means the following insurance policies (together with any extension, amendment and renewal thereof):

Policy Number and Prefix; Name and Address of Insurer

CA00000904L104A; XL Insurance Company Limited, Toronto, Ontario BE-139-7186; American Home Insurance Co., Toronto, Ontario

8829807; Zurich Insurance Company CAB, Toronto, Ontario 9040851; Commerce & Industry INS. CO. of Canada, Montreal, Quebec

XLUMB-00257; XL Insurance (Bermuda) Ltd., Toronto, Ontario

Re: 03-0273566-0001
03-0205770-0001
03-0225948-0001
03-0244070-0001
04-0457464-0001

57. Security published outside of Québec

Creditor:	National Bank Trust Inc.
Debtor:	Ivaco Inc.
Registration number:	03-0225948-0001
Date of registration:	May 9, 2003
Expiry date:	April 29, 2013
Constituting deed:	Deed under private writing dated April 30, 2003
Charged property:	See APPENDIX O
Mention:	This registration is made pursuant to section 9-307 (6) of the New York Uniform Commercial Code, which requires that the registration of a financing statement be made there where the Constituant has its chief executive office.
	Type of the security: Security Interest pursuant to a Supplemental Security Agreement;

Place of the Date: Reg. Number:
foreign
jurisdiction
District of May 6, 2003 2003054470
Columbia

References

Assignment of rank 03-0635307-0001 on November 27, 2003:

Assignor: National Bank Trust Inc.

Assignee: AIG Credit Corp. of Canada

Re: 03-0205770-0001
 03-0225948-0001
 03-0244070-0001
 03-0273566-0001
 03-0632495-0001
 03-0632495-0002

Assignment of rank 04-0468309-0003 on August 10, 2004:

Assignor: National Bank Trust Inc./Trust Banque Nationale Inc.

Assignee: AIG Credit Corp. of Canada

Charged property:

All unearned premiums relating to or receivable pursuant to the Insurance Policies.

For purposes hereof, "Insurance Policies" means the following insurance policies (together with any extension, amendment and renewal thereof):

Policy Number and Prefix; Name and Address of Insurer
CA00000904L104A; XL Insurance Company Limited, Toronto,
Ontario BE-139-7186; American Home Insurance Co., Toronto,
Ontario
8829807; Zurich Insurance Company CAB, Toronto, Ontario
9040851; Commerce & Industry INS. CO. of Canada, Montreal,
Quebec

XLUMB-00257; XL Insurance (Bermuda) Ltd., Toronto, Ontario

Re: 03-0273566-0001
 03-0205770-0001
 03-0225948-0001
 04-0457464-0001

58. Proprietary Rights of the Lessor

Creditor: Associates Leasing (Canada) Ltd.
Debtor: Ivaco Inc.
Registration number: 99-0206856-008
Date of registration: November 29, 1999

Expiry date: November 26, 2009

Constituting deed: Deed under private writing dated November 16, 1994

Charged property: Pursuant to a vehicle lease agreement dated November 16, 1994, all present and future movable property leased from time to time by the lessor to the lessee, including without limitation all present and future motor vehicles (including without limitation, passenger automobiles, trucks, truck tractors, truck trailers, truck chassis, or truck bodies), automotivie equipment (including without limitation, trailers, boxes and refrigeration units) and materials-handling equipment leased from time to time by the lessor to the lessee, together with all present and future attachments, accessions, appurtenances, accessories and replacement parts, and all proceeds of or relating to any of the foregoing.

References: Modification of a right in
Registration No. 03-0424010-005
Date of Reg. August 14, 2003
Rectification of Registration No. 03-0599876-0001
Date of Reg. November 11, 2003

Manitoba

59. Ivaco Inc.: Registration 200132738407 (2001-11-07 4:29:06PM)

Registered under: *The Personal Property Security Act*

Expiry Date (YYY-MM-DD): 2004-11-07

Debtor Address: 700, rue Ouellette
Marieval, QC
Canada J3M 1P6

Secured Parties (party code, name, address): GE Capital Vehicle and Equipment Leasing Inc.
5255 Solar Drive
Mississauga, ON
Canada L4W 5H6

Serial Numbered Goods (serial number, category, year, description): 2C3HD36J61H654267
Motor Vehicle
2001
Chrysler Chrys

Saskatchewan

60. Registration Number 100105958

Reg Type: PPSA

Reg Number: 100105958

Registration Date: 13 JUL 1983

Registration Time: 12:08:00

Registration Life:	Infinity
Notation:	Add Proceeds Claimed
Registrant 100000653-01:	MacPherson, Leslie & Tyerman, 1500 – 1874 Scarth St Regina, SASK. S4P4E9
Secured Party 1 100178870-01	The Toronto-Dominion Bank 1251 Peel Street Montreal Que H3B2V2
Business Debtor Party 1 100178888-01	*Ivaco Inc 770 Sherbrooke Street West Montreal Que
General Property:	All present and after-acquired debts, accounts, choses in action, claims, demands, and money including, but not limited to, insurance proceeds, together with all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages and allother rights, benefits and documents taken or held as security for debts, accounts, choses in action, claims, demands and moneys

Appendix A

The following property (collectively referred to herein as the "Second 2003 Hypothecated Property"):

1. the immovable properties described or referred to in the First Schedule hereto together with all of the Grantor's rights, titles and interests in and to such immovable properties, the whole including, without limiting the generality of the foregoing, the lands and emplacements now owned or held by the Grantor and the buildings, erections, materials, plants and warehouses, in each case, whether now or at any time in the future forming part of such immovable properties and any and all rights of way, servitudes, benefits, privileges, grants and immunities and other rights connected therewith or appertaining or accessory thereto;
2. the universality of all rents, income, fruits, revenues, issues and profits arising from the immovable properties and immoveable real rights referred to in section 1 and the present and continuing right to claim for, collect and receive any and all of the said rents, income, fruits, revenues, issues and profits;
3. the universality of all proceeds of all insurance policies taken out by or on behalf of the Grantor, at any time and from time to time, in respect of the rents, income, fruits, revenues, issues and profits referred to in section 2; and
4. the universality of all proceeds of expropriation awards or indemnities paid or payable at any time and from time to time in connection with the Second 2003 Hypothecated Property.

FIRST SCHEDULE IMMOVEABLES

800, rue Ouellette, Mariville

Un emplacement situé en la Ville de Mariville, Province de Québec, circonscription foncière de Rouville, connu et désigné comme :

- le lot numéro UN MILLION SIX CENT CINQUANTE-TROIS MILLE NEUF CENT VINGT-SEPT (1 653 927) du Cadastre du Québec, circonscription foncière de Rouville.

Appendix B

The following property (collectively referred to herein as the "2003 Hypothecated Property"):

1. the universality of all immoveable properties and immoveable real rights now owned or held or at any time hereafter acquired or held by the Constituant, and all the rights, titles and interests now or hereafter held by the Constituant in and to such immoveable properties and immoveable real rights or which are accessory thereto, the whole including, without limiting the generality of the foregoing, the lands and emplacements now owned or held or hereafter acquired or held by the Constituant and the buildings, erections, materials, plants and warehouses, in each case, forming part of such properties and any and all rights of way, servitudes, benefits, privileges, benefits, grants immunities and other rights connected therewith or appertaining or accessory thereto, the whole including, without limiting the generality of the foregoing, the immovable properties described or referred to in the First Schedule hereinbelow together with all of the Constituant's rights, titles and interests in and to such immovable properties, the whole including, without limiting the generality of the foregoing, the lands and emplacements now owned or held by the Constituant and the buildings, erections, materials, plants and warehouses, in each case, whether now or at any time in the future forming part of such immovable properties and any and all rights of way, servitudes, benefits, privileges, grants and immunities and other rights connected therewith or appertaining or accessory thereto;
2. the universality of all rents, income, fruits, revenues, issues and profits arising from the immovable properties and immoveable real rights referred to in section 1 and the present and continuing right to claim for, collect and receive any and all of the said rents, income, fruits, revenues, issues and profits;
3. the universality of all proceeds of all insurance policies taken out by or on behalf of the Constituant, at any time and from time to time, in respect of the rents, income, fruits, revenues, issues and profits referred to in section 2;
4. the universality of all of the equipment, machinery, tools, motor vehicles, additions, appliances and accessories now owned or held or at any time hereafter acquired or held by the Constituant whether or not the same form an integral part of the immoveable properties of the Constituant or are incorporated therein or attached or joined thereto, together with all the rents, income, fruits, revenues, issues and profits arising therefrom and the present and continuing right to claim for, collect and receive any one and all of the said rents, income, fruits, revenues, issues and profits;
5. all of the rights, titles and interests of the Constituant in, to and under the contracts, agreements, deeds, licenses and permits, present and future, entered into from time to time by the Constituant or issued in its favour, including, without limiting the generality of the foregoing, those described or referred to in the Second Schedule hereinbelow and all renewals thereof together with the present and continuing right to make a claim thereunder and to enforce or cause the enforcement of all of the said rights, titles and interests of the Constituant;
6. the universality of all proceeds of all insurance policies taken out by the Constituant or on its behalf, at any time and from time to time, in respect of the 2003 Hypothecated Property, excluding the proceeds of the insurance policies referred to in section 3;
7. the universality of all proceeds of expropriation awards or indemnities paid or payable at any time and from time to time in connection with the 2003 Hypothecated Property;
8. the universality of all the Securities now owned or held or hereafter acquired or held by the Constituant, including without limiting the generality of the foregoing, the Securities described or referred to in the Third Schedule hereinbelow and including, in each case, the renewals thereof, substitutions therefor, accretions and additions thereto and all income and fruits thereof as well as the redemption price of any such Securities;

9. the universality of all the intellectual property now owned or held by the Constituant or of which it is an authorized user or which the Constituant shall hereafter acquire or hold or of which it shall hereafter become an authorized user, including without limiting the generality of the foregoing, the intellectual property described or referred to in the Fourth Schedule hereinbelow and;

10. all of the undertaking of the Constituant and the universality of all of its property, assets, rights, titles and interests, present and future, corporeal and incorporeal, movable and immovable, of any nature and kind whatsoever and wheresoever situate the whole excluding the property, assets, rights, titles and interests which, pursuant to the terms hereof, are and, from time to time, shall be effectively and validly hypothecated pursuant to the terms of sections 1 to 9 inclusively.

FIRST SCHEDULE IMMOVEABLES

1. 800, rue Ouellette, Marieville

Un emplacement situé en la Ville de Marieville, Province de Québec, circonscription foncière de Rouville, connu et désigné comme :

- le lot numéro UN MILLION SIX CENT CINQUANTE-TROIS MILLE NEUF CENT TRENTE-CINQ (1 653 935) du Cadastre du Québec, circonscription foncière de Rouville;

- le lot numéro UN MILLION SIX CENT CINQUANTE-QUATRE MILLE CENT NEUF (1 654 109) du Cadastre du Québec, circonscription foncière de Rouville;

- le lot numéro UN MILLION SIX CENT CINQUANTE-QUATRE MILLE CENT SEIZE (1 654 116) du Cadastre du Québec, circonscription foncière de Rouville;

- le lot numéro UN MILLION SIX CENT CINQUANTE-SEPT MILLE QUATRE CENT QUARANTE-HUIT (1 657 448) du Cadastre du Québec, circonscription foncière de Rouville;

- le lot numéro UN MILLION SIX CENT CINQUANTE- SEPT MILLE TROIS CENT SOIXANTE-DIX (1 657 370) du Cadastre du Québec, circonscription foncière de Rouville;

- le lot numéro UN MILLION SIX CENT CINQUANTE- SEPT MILLE TROIS CENT SOIXANTE-NEUF (1 657 369) du Cadastre du Québec, circonscription foncière de Rouville;

- le lot numéro UN MILLION SIX CENT CINQUANTE-QUATRE MILLE NEUF CENT VINGT-SEPT (1 654 927) du Cadastre du Québec, circonscription foncière de Rouville;

- le lot numéro UN MILLION SIX CENT CINQUANTE-QUATRE MILLE QUATRE-VINGT-ONZE (1 654 091) du Cadastre du Québec, circonscription foncière de Rouville;

avec bâtisse y érigée portant le numéro 800, rue Ouellette, Marieville, province de Québec, J3M 1P5.

SECOND SCHEDULE CONTRACTS AND PERMITS

Nil.

THIRD SCHEDULE SECURITIES

NAME	NUMBER AND DESCRIPTION OF SECURITIES
Atlantic Steel Company	100 shares of Common Stock
IMT Corporation	10,000 Class A Common shares

NAME	NUMBER AND DESCRIPTION OF SECURITIES
Docap (1985) Corporation	1 common share 1 Class B preferred share 2,000 Class C voting shares
Ifastgroupe Inc.	100 common shares
Ivaco Rolling Mills Inc.	5 common shares
3632610 Canada Inc.	100,000 Class A Common shares
Florida Sub One Holdings Inc.	100 common shares
1039028 Ontario Inc.	1 common share

FOURTH SCHEDULE INTELLECTUAL PROPERTY

TRADE-MARK		CANADA U.S. MEXICO REGISTRANT
Bar-Tie	165,450	Ivaco Inc. (Sivaco)
HI-AD and triangle design	859,564	Ivaco Inc. (Sivaco)
HI-AD and triangle design	132,241	Ivaco Inc. (Sivaco)
Ivaco	253,204	Ivaco Inc.
Ivaco; design	379,309	Ivaco Inc.
S & Triangle; design	878,035	Ivaco Inc. (Sivaco)
S & Triangle; design	119,174	Ivaco Inc. (Sivaco)
S & Triangle; design	223,365	Ivaco Inc. (Sivaco)
S & Triangle; design	571,155	Ivaco Inc. (Sivaco)
Sivaco	167,398	Ivaco Inc. (Sivaco)
Sivaco	1,092,655	Ivaco Inc. (Sivaco)
Sivaco	541,506	Ivaco Inc. (Sivaco)
Sivaco 9000 Series	515,831	Ivaco Inc. (Sivaco)
Sivaco 9000 Series	2,344,291	Ivaco Inc. (Sivaco)
Sivaco 9000Series	552,882	Ivaco Inc. (Sivaco)
Sivaco 9000 Series & design	515,831	Ivaco Inc. (Sivaco)
Sivaco 9000 Series & design	2,382,045	Ivaco Inc. (Sivaco)
Sivaco 9000 Series & design	551,616	Ivaco Inc. (Sivaco)
Sivaco & Triangle& design	119,251	Ivaco Inc. (Sivaco)

DEFINITION

"Securities" is the collective reference to each and every one of the forms of investment to which the Securities Act (Québec) applies and of which the Constituant is or may be the owner or beneficiary, at any time and from time to time.

Appendix C

The following property (collectively referred to herein as the "Hypothecated Property"):

1. the universality of all claims which now are or may at any time hereafter become vested in the Constituant, of any nature and kind and howsoever arising, whether or not such claims are certain and determinate, invoiced, liquid, exigible, litigious or constituted by a negotiable or other instrument or draft including, without limiting the generality of the foregoing, all the accounts receivable, debts, claims and demands, which now are or may at any time hereafter be due, together with the contracts, guarantees, bills of exchange, notes, Liens, suretyships and accessories connected in any manner whatsoever to or securing the said accounts receivable, debts, claims and demands, and all the books, accounts, invoices, letters and other documents, evidencing the said accounts receivable, debts, claims and demands, in any manner whatsoever, including, without limitation, computer programs, disks, tapes and related electronic data processing media and the rights of the Constituant to receive the same from third Persons, which now are or may hereafter become vested in the Constituant and the proceeds and products thereof and all general intangibles, chattel paper and deposit accounts to the extent evidencing, arising from, constituting or relating to the foregoing, but excluding, however, the Excluded Claims (collectively referred to herein as the "Claims");
2. the universality of all the present and future goods, wares, materials, merchandise, products, finished or unfinished, all raw materials, work in process, products in process, parts, tools components, assemblies, supplies, stock-in-trade and on hand, including, without limiting the generality of the foregoing, wire rod material, wire products, nail products, mesh products, electrical and mechanical spare parts, coating and chemical products and general supplies and the proceeds and products thereof and all general intangibles, chattel paper and deposit accounts to the extent evidencing, arising from, constituting or relating to the foregoing, and any other materials, present and future, purchased, acquired or produced for the purpose of consumption, processing, preparation, lease or sale in the ordinary course of business or for the purpose of consumption in the production of the Constituant's products or to become a part of the Constituant's products, including all goods, wares, materials, products and merchandise, present and future, used in or procured for the packing, storing and shipping of such goods, wares, materials, merchandise, products, products in process, parts, components, assemblies, supplies, stock-in-trade and on hand (collectively referred to herein as the "Inventory") and all rights to the warehouse receipts, bills of lading and other title documents relating to the Inventory; and
3. the universality of all proceeds of all insurance policies taken out by the Constituant or on its behalf, at any time and from time to time, only to the extent such proceeds relate to and are in respect of the Claims or the Inventory.

DEFINITIONS:

"Constituant" means Ivaco Inc. and includes any successor or assign thereof;

"Governmental Authority" means Canada, the United States of America and any other state or provincial, regional, municipal, local or other subdivision of any jurisdiction, and any other governmental entity of any jurisdiction and includes any agency, department, commission, office, régie, ministry, entity or other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

"Excluded Claims" shall mean claims arising from (i) the sale of land located in Atlanta, Georgia (the "Sale") by Atlantic Steel Industries, Inc. ("Atlantic Steel") pursuant to the Agreement of Purchase and Sale, dated as of May 9, 1999, as amended through Amendment No. 6 to Agreement of Purchase and Sale, dated as of December, 1999, among Atlantic Steel, Fourteenth Land Corp. and Authority Land Company, as sellers, and Jacoby Atlantic Redevelopment, L.L.C., as purchaser; (ii) the proceeds arising from the Sale; (iii) the Promissory Note (the "Note"), dated December 20, 1999, issued by Atlantic Development, L.L.C. and Atlantic South Land, L.L.C. to Atlantic Steel, for an aggregate principal amount of \$21,900,000 and the Promissory Note dated December 20, 1999 issued by Atlantic Development,

L.L.C and Atlantic Southland, L.L.C. to Atlantic Steel for an initial aggregate principal amount of \$32,347,520 (which amount is subject to adjustment); and (iv) the Assignment, dated December 20, 1999, by Atlantic Steel, assigning the Note to the Pension Benefit Guaranty Corporation;

"Law" means all applicable provisions of treaties, statutes, ordinances, decrees, orders in council, rules, regulations, orders and guidelines of any Governmental Authority and all applicable orders and legally binding decrees of courts and arbitrators;

"Lien" means any interest in property or the income or profits therefrom securing an Obligation (as defined in the constitutive document) owed to, or a claim by, a Person other than the owner (which for the purposes hereof shall include a possessor under a title retention agreement and a lessee under Capitalized Lease (as defined in the constitutive document) or in a sale and leaseback transaction) of such property, whether such interest is based on common law, civil law, Law or contract, and including, but not limited to, any security interest, hypothec, mortgage, pledge, lien, claim, charge, cession, transfer, assignment, encumbrance, title retention agreement, deposit arrangement, lessor's interest under a lease in the nature thereof, a Capitalized Lease or in a sale and leaseback transaction, option or other commitment or agreement to sell or give any of the encumbrances mentioned above in such asset, preferential arrangement of any kind or nature whatsoever or analogous instrument in, of, or on any property or the income or profits therefrom of a Person;

"Person" means any legal or natural person, corporation, firm, joint venture, partnership, whether general, limited or undeclared, trust, association, unincorporated organization, Governmental Authority or other entity of whatever nature.

Appendix D

(4) (FR) EVO D510 P4/1.8 25 MB/20GB 48XCD 100 BT W2K/XPP SFF DDR
SKU-187513 SN-6Y2AKN9ZJO7W SKU-187514 SN-6Y2AKN9ZJO7Z SKU-187515
SN-6Y2AKN9ZJO82 SKU-187516 SN-6Y2AKN9ZJO8C

(5) CPQ 256MB 266MHZ DDR SDRAM NON ECC F/ EVO D510 SERIES

(5) SAMSUNG 756DF 17" FLAT CRT 1280X1024 @60HZ .20MM MPRII S-3900124
SKU-187522 SN-AN17HCCTA04167 SKU-187523 SN-AN17HCCTA04303 SKU-187524
SN-AN17HCCTA04358 SKU-187525 SN-AN17HCCTA04501 SKU-187526
SN-AN17HCCTA04304

(1) HP DESKJET 1220 CXI 1200X1200 11X17 11/ 9 PM PHOTORETIII PCMAC
SKU-187519 SN-SG275130ZT

(1) HP DESKJET 5550 4800X1200DPI 17/12PPM PHTRETIV PC/MAC SKU-187520
SN-MY28D1R5XX

(2) SWITCH SUPERSTACK 3 3300 XM 24-PRT 10/ 100, MATRIX CONNECTOR
H-459745/EDU SKU-187517 SN-7MAV107DB4F58 SKU-187518 SN-7MAV1Q7DFBC18

(4) CPQ UNIVERSAL 36GB U3W 15000RPM HOTSWAP

(1) CPQ CONVENIENCE BASE EM (INTEL NIC) F/ ARMADA M300/700 T-143284
I-161132

(1) COMPAQ CONVENIENCE BASE EM MONITOR STAND F/ARMADA M300/7/E7

(1) NEC MULTISYNC LCD 1700V FLAT 17" .26MM 128X1024 400 : 1 I-449856
T-501999 SKU-187521 SN-2805306GA

(1) CPQ ADVANCED PORT REPLICATOR F/ EVO N800 & N610 SY-1634393

(1) CPQ 1GB ECC SDRAM DIMM 133 MHZ (2X512MB) F/ DL 360 DL380 ML370

(1) HP SURESTORE DAT40e EXT 40GB DDS-4 W/ OBDR/DC/CDROM SKU-187657
SN-1E31420833

(5)LICENCE OFFICE XP PRO WIN32 FRENCHOLP NL

(1) LICENCE WINDOWS SVR 200 FRENCH OLP NL

(1) HP LASERJET 5100DTN 1200DPI 21PPM 11X17 32MB 500SHT DUPLEX
SKU-188554 SN-CNBF200428

(1) PROLIANT ML370 PIII/1.26 215K 256MB/OGB U3W TWR 100BTHOTPCI
I-437293 SY-1633724 SKU-190208 SN-D246FTR1D060

(1) CPQ 256MB DDR SDRAM266MHZ NON-ECC F/ EVO N610 N800 N1000 I-580521

(1) CD FRANCAIS OFFICE XP PRO ENTRERPRISE WIN32

(1) (FR) EVO D510 P4/1.8 256MB/20GB 48XCD 100 BT W2K/XPP SFF DDR
T-015968 I-857693 SKU-175607 SN-6Y28KN9ZVO88

(1) "(FR) EVO N800 P4/1.7 256MB/30GB 15" " 8XDVD 100BT XPP 56K LION"
SKU-195181 SN-5Y2CKLMZ41GG

(2) CENTRE COM MODURAL EXP. BASE 120V-12 12SLOTS CHASSIS SERIES NO;
10WN2023B.I) TW2023B

(3) REDUNDANT POWER SUPPLU SERIE NO;109H311, 109D3111B

(16) TRANSCEIVER -10BASE-T,100BASE -SX,10BASE -FL,100BASE-TX-PLUG IN
MODULE ST SERIES : LO332189A,LOLB3112B, LOLLI3112B, LOOPQ3112B

LOVP3112B,LOLC3112B, LOPY3112B, LOVK3112B,LOVS3112B,LOLF3112B.
LOPK3112B, LOVM3112B,LOVV3112B, LOLG3112B,LOPL3112B,LOVN3112B

(1) CISCO 3600 1 PORT ENET NETWORK MODULE NM-1E

(1) BRIGHTMAIL ANTI-SPAM -UP TO 749 USERS - 3 YEAR SUBSCRIPTION
LICENCE

(1) WEBSENCE ENTERPRISE SUBSCRIPTION - 500 USERS FOR 3 YEARS

(1) WEBSENCE PRIMMIUM GROUP I & II-500 USERS FOR 3 YEARS (INCLUDED)

(1) SUPPORT PERIOD : COVERING : JULY 1,2003 TO JUNE 30, 2006

(5) MICROSOFT WINDOWS 2003 SERVER

(20) MICROSOFT WINDOWS XP PRO W/MOUSE, OEM

(5)MICROSOFT OFFICE XP PRO (1 X MEDIA PACK ANG. & 1 X MEDIA FR.)

(20) MICROSOFT OFFICE XP STANDARD (1 X MEDIA PACK ANG. & 1 X MEDIA
PACK FR.)

(10) CLIENT ACCESS TS

(1) ORDINATEUR P4 2.4GHZ 512K L2 CACHE, FSB 533MHZ 1024 MB DDR
PC2700MHZ

MEDIMUM -TOWER ATX P4 & P/S 340WATTS DUAL FAN ASSUS MOTHER BOARD CARTE
VIDEO ATI XPERT2000 PRO 32 MB DISQUE DUR 80GB 7200 RPM ATA/133 CD-ROM
52X LECTEUR 3.5 1.44MB 2 CARTES RESEAU 3COM 3C9905 10/100 PCI CLAVIER
CANADIEN-FRANCAIS PS/2

(2) Total Impl Soln-Install Cisco 2600 Data Only, Part no
TIS-INST-2600D

(1) Single-Port Ethernet Wan Interface Card, Part no WIC-1ENET

(2) 2621XM/VPN Bundle, AIM-VPN/EP/2FE/IOS FW/IPSec 3DES, 96DRAM, Part
no 2621XM-2FE/VPN/K9

(2) 8x5xNBD Svc, 2621XM/VPN Bndl AIM-VPN/BP/2FE/IOS, Part no
CON-SNT-C2621XVPN

(4) Total Impl Soln-Install Catalyst 2XXX, Part no TIS-INST-CAT2XXX

(1) 8x5xNBD Svc, PIX 506E (Chassis, software, two 10BaseT), Part no
CON-SNT-PIX506E

(2) Catalyst 2950, 48 10/100 with 2 GBIC slots, Enhanced Image, Part no
WS-C2950G-48-EI

(2) Catalyst 2950, 24 10/100 with 2GBIC slots, Enhanced image, Part no
WS-C2950G-24-EI

(1) Total Impl Soln-Install PIX5XX, Part no TIS-INST-PIX5XX

(1) PIX 506E (Chassis, software, two 10BaseT ports), Part no PIX-506E

(2) 8x5xNBD Svc, WS-C2950G-48, Part no CON-SNT-C2950G48

(2) 8x5xNBD Svc, 1721 VPN Bundle with VPN Module, 48MB DR, Part no
CON-SNT-1721VK9

(8) GigaStack Stacking GBIC and 50cm cable, Part no WS-X3500-XL

(2) 1721 VPN Bundle with VPN Module, 64MB DRAM, IP Plus/FW/3DES, Part
no CISCO1721-VPN/K9

(2) 8x5xNBD Svc, WS-C2950G-24, Part no CON-SNT-C2950G24

(2) Total Impl Soln-Install Cisco 1700 Series Data Only, Part no

TIS-INST-17XXD

(1) Single-Port Ethernet WAN Interface Card, Part no WIC-1ENET

The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

Appendix E

- (1) CPQ UNIVERSAL 36GB HOT PLUGGABLE ULTRA 3 10K 1" HARD DRIVE
#176496-B22 312691 SKU-198867 SN-8H23CFFV6LOGN
- (1) MONITOR STAND FOR EVO NOTEBOOK I- 580591 T-401447 H-316070
S-1040446
- (4) (FR) EVO D510 P4/1.8 25 MB/20GB 48XCD 100 BT W2K/XPP SFF DDR
SKU-187513 SN-6Y2AKN9ZJO7W SKU-187514 SN-6Y2AKN9ZJO7Z SKU-187515
SN-6Y2AKN9ZJO82 SKU-187516 SN-6Y2AKN9ZJO8C
- (5) CPQ 256MB 266MHZ DDR SDRAM NON ECC F/ EVO D510 SERIES
- (5) SAMSUNG 756DF 17" FLAT CRT 1280X1024 @60HZ .20MM MPRII S-3900124
SKU-187522 SN-AN17HCCTA04167 SKU-187523 SN-AN17HCCTA04303 SKU-187524
SN-AN17HCCTA04358 SKU-187525 SN-AN17HCCTA04501 SKU-187526
SN-AN17HCCTA04304
- (1) HP DESKJET 1220 CXI 1200X1200 11X17 11/ 9 PM PHOTORETIII PCMAC
SKU-187519 SN-SG275130ZT
- (1) HP DESKJET 5550 4800X1200DPI 17/12PPM PHTRETIV PC/MAC SKU-187520
SN-MY28D1R5XX
- (2) SWITCH SUPERSTACK 3 3300 XM 24-PRT 10/ 100, MATRIX CONNECTOR
H-459745/EDU SKU-187517 SN-7MAV107DB4F58 SKU-187518 SN-7MAV1Q7DFBC18
- (4) CPQ UNIVERSAL 36GB U3W 15000RPM HOTSWAP
- (1) CPQ CONVENIENCE BASE EM (INTEL NIC) F/ ARMADA M300/700 T-143284
I-161132
- (1) COMPAQ CONVENIENCE BASE EM MONITOR STAND F/ARMADA M300/7/E7
- (1) NEC MULTISYNC LCD 1700V FLAT 17" .26MM 128X1024 400 : 1 I-449856
T-501999 SKU-187521 SN-2805306GA
- (1) CPQ ADVANCED PORT REPLICATOR F/ EVO N800 & N610 SY-1634393
- (1) CPQ 1GB ECC SDRAM DIMM 133 MHZ (2X512MB) F/ DL 360 DL380 ML370
- (1) HP SURESTORE DAT40e EXT 40GB DDS-4 W/ OBDR/DC/CDROM SKU-187657
SN-1E31420833
- (5) LICENCE OFFICE XP PRO WIN32 FRENCHOLP NL
- (1) LICENCE WINDOWS SVR 200 FRENCH OLP NL
- (1) HP LASERJET 5100DTN 1200DPI 21PPM 11X17 32MB 500SHT DUPLEX
SKU-188554 SN-CNBF200428
- (1) PROLIANT ML370 PIII/1.26 215K 256MB/OGB U3W TWR 100BTHOTPCI
I-437293 SY-1633724 SKU-190208 SN-D246FTR1D060
- (1) CPQ 256MB DDR SDRAM266MHZ NON-ECC F/ EVO N610 N800 N1000 I-580521
- (1) CD FRANCAIS OFFICE XP PRO ENTRERPRISE WIN32
- (1) (FR) EVO D510 P4/1.8 256MB/20GB 48XCD 100 BT W2K/XPP SFF DDR
T-015968 I-857693 SKU-175607 SN-6Y28KN9ZVO88
- (1) "(FR) EVO N800 P4/1.7 256MB/30GB 15" " 8XDVD 100BT XPP 56K LION"
SKU-195181 SN-5Y2CKLMZ41GG
- (2) CENTRE COM MODURAL EXP. BASE 120V-12 12SLOTS CHASSIS SERIES NO;
10WN2023B.I) TW2023B
- (3) REDUNDANT POWER SUPPLU SERIE NO;109H311, 109D3111B

(16) TRANSCEIVER -10BASE-T,100BASE -SX,10BASE -FL,100BASE-TX-PLUG IN
MODULE ST SERIES : LO332189A,LOLB3112B, LOLLI3112B, LOOPQ3112B
LOVP3112B,LOLC3112B, LOPY3112B, LOVK3112B,LOVS3112B,LOLF3112B.
LOPK3112B, LOVM3112B,LOVV3112B, LOLG3112B,LOPL3112B,LOVN3112B

(1) CISCO 3600 1 PORT ENET NETWORK MODULE NM-1E

(1) BRIGHTMAIL ANTI-SPAM -UP TO 749 USERS - 3 YEAR SUBSCRIPTION
LICENCE

(1) WEBSENCE ENTERPRISE SUBSCRIPTION - 500 USERS FOR 3 YEARS

(1) WEBSENCE PRIMIUM GROUP I & II-500 USERS FOR 3 YEARS (INCLUDED)

(1) SUPPORT PERIOD : COVERING : JULY 1,2003 TO JUNE 30, 2006

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(20) MICROSOFT WINDOWS XP PRO W/MOUSE, OEM

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(20) MICROSOFT OFFICE XP STANDARD (1 X MEDIA PACK ANG. & 1 X MEDIA
PACK FR.)

(10) CLIENT ACCESS TS

(1) ORDINATEUR P4 2.4GHZ 512K L2 CACHE, FSB 533MHZ 1024 MB DDR
PC2700MHZ

MEDIMUM -TOWER ATX P4 & P/S 340WATTS DUAL FAN ASSUS MOTHER BOARD CARTE

VIDEO ATI XPRT2000 PRO 32 MB DISQUE DUR 80GB 7200 RPM ATA/133 CD-ROM

52X LECTEUR 3.5 1.44MB 2 CARTES RESEAU 3COM 3C9905 10/100 PCI CLAVIER

CANADIEN-FRANCAIS PS/2

The above-described property, wherever situated, as well as all intellectual property rights, incorporeal
property and accessories pertaining thereto and replacement parts, present and future.

Appendix F

- (1) Ebner Furnace - Data Plate Job no 1444/SG - HICON/H2o Bell annealer facility with gas firing, type H0g 380/460 St-H2-D, to anneal steel wire/rod coils in straight hydrogen atmosphere
- (10) Coweta Machine and Fabrication Inc. - Rod Stands for stacking coils in a annealing furnace
- (18) Coweta Machine and Fabrication Inc. - Wire Stands for stacking coils in a annealing furnace
- (1) 1250 PC Strand production line with one RI 1200 wire drawing production line and one R1760 wire drawing production line
- (1) IMP Impianti S.r.l. rewinding line for wire or PC strand with Model SB1250 spool payoff and Model BU1320 spool takeup
- (2) Hakusan heat pressure welding machine with PY-5 annealing system for hi-carbon steel wire/rod from 5.5 to 18.0 mm diameter
- (1) Ebner Furnace, Inc. - 1997 HICON/H2 Coiled Rod Bell Type Annealing Furnace : Hydrogen Atmosphere - Gas Fired - Charging measurements;

Diameter: 3640 mm 143" - Baffle Diameter: 3840 mm 151" - Piling Height: 4600 mm 181" - Working Temperature: 280 Degree C to 800 Degree C – 536 Degree F to 1472 Degree F - Combustion: 5,938,000 BTU/Hour – Maximum Load on Base: 56MT 56.7 U.S. Tons - Material: Coiled Wire Rod 1006 to 1095 Low to High Carbon Steel - 1335 to 52100 Alloy Steel - Coil Size: 762 to 1143 mm OD, 30" to 45" OD - 508 to 914 mm ID, 20" to 36" ID - Wire Gauge: 1.19 to 25.4 mm , 0.046" to 1.000" - Coil Height : 1067 - 1372 mm, 42" to 54" - Maximum Coil Weight: 726 kg to 2450 kg, 1600no to 5400no - Annealing Furnace Including : 3 Work Bases - 2 Heating Bells - 2 Cooling Bells - 1 Combustion Blower - 2 Workbase Fans - 4 Cooling Blowers - 1 Lot PLC Controls

- (9) Fabricated wire stands purchased in 2000
- (1) Automat 2163 - 2001 Inverted Coiler Machine

The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

Appendix G

Units	Model	Description/Serial Nos.
5	PARTS	Personal Ravlin II and Maintenance
5	PARTS	Ravlin 3300 and Maintenance
365	GRIAVDP	Active Virus Defense, licence perpétuelle (Pack de 10 licences)
365	GRIKNOW1	Knowledge Center (Yearly Maintenance)
1	Système ASSC	LIEBERT série 300 à simple entrée modèle. UDB63015B25RT03 d'une capacité de 12 KW/15 KVA, 3 phases, 60hz. Selon la soumission du 7 février 2002 no: 10416-R2
1	SKU-160049	(FR) Evo D500p4/1.7 256MB/20GB 48xCD 100BT XPPro/W2K. TWR / 470022-086, n/s 6Y23JYFZY02P
1	SKU-160050	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPPro/W2K TWR / 470022-086, n/s 6Y23JYFZY02W
1	SKU-160051	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPPro/W2K TWR / 470022-086, n/s 6Y23JYFZY036
1	SKU-160052	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPPro/W2K TWR / 470022-086, n/s 6Y23JYFZY037
1	SKU-160053	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPPro/W2K TWR / 470022-086, n/s 6Y23JYFZY038
1	SKU-159648	HP Business Inkjet 2280tn PHTRETI 15/14PPM 48MB PSL3 EIO, MY22F3105B
1	Compaq	128MB Synch DRAM 133MHZ I-478154 No174224-B21 TD-193257
1	SKU-158534	(FR) Armada E500 PIII/1.0 128MB/30GB 15TFT NT4/W2K LION, 1J24FTBZ90A8
1	SKU-158531	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia , n/s 6Y21JYGZB003
1	SKU-158532	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZB016
1	SKU-158533	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZB019
1	SKU-158631	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZN009
1	SKU-158631	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZN00X
1	SKU-158633	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZN00V
10	CPQ 128MB	SYNCH DRAM 133MHZ
1	SKU-158535 Deskjet	1220Cxi 1200x1200 11x17 11/9PPM Photopcmac TD-144169 I-467980 M-1610634 , n/s SG21R130J1

1	SKU-158537	NEC Multisync FE700 plus Flat 17" .25MM 1280x1024 à 66HZ I-266885 TD-501968 , n/s 2327536NF
1	CPQ Convenience Base EM	(Intel NIC) F/Armada M300/M700/E700
2	Compaq Convenience Base EM Monitor Stand	F/Armada M300/7/E7
1	SKU-158522	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", n/s AQ17HCAT203289
1	SKU-158538	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203238
1	SKU-158539	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203239
1	SKU-158541	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203241
1	SKU-158542	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203242
1	SKU-158543	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203243
1	SKU-158544	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203264
1	SKU-158545	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB option", AQ17HCAT203265
1	SKU-158546	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203288
1	SKU-158547	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203348
1	SKU-158548	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203349
2	CPQ 128MB SDRAM 133Mhz	NONECC F/ N160 et N600
11	(FR) Office XP Pro Vers.Upg.	Win/WinNT/2000 CD
1	SKU-158536	HP Deskjet 940Cvr 2400x1200DPI 12/10PPM PHTRETIII PC/MAC I-210676, CN22A1B268
3	"Startech Parallel Printer Cable, DB25-36Cent.	Bi-Direc., 10FT"

The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

APPENDIX H

Units	Model	Description/Serial Nos.
5	PARTS	Personal Ravlin II and Maintenance
5	PARTS	Ravlin 3300 and Maintenance
365	GRIAVDP	Active Virus Defense, licence perpétuelle (Pack de 10 licences)
365	GRIKNOW1	Knowledge Center (Yearly Maintenance)
1	Système ASSC	LIEBERT série 300 à simple entrée modèle. UDB63015B25RT03 d'une capacité de 12 KW/15 KVA, 3 phases, 60hz. Selon la soumission du 7 février 2002 no: 10416-R2
1	SKU-160049	(FR) Evo D500p4/1.7 256MB/20GB 48xCD 100BT XPPro/W2K. TWR / 470022-086, n/s 6Y23JYFZY02P
1	SKU-160050	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPPro/W2K TWR / 470022-086, n/s 6Y23JYFZY02W
1	SKU-160051	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPPro/W2K TWR / 470022-086, n/s 6Y23JYFZY036
1	SKU-160052	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPPro/W2K TWR / 470022-086, n/s 6Y23JYFZY037
1	SKU-160053	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPPro/W2K TWR / 470022-086, n/s 6Y23JYFZY038
1	SKU-159648	HP Business Inkjet 2280tn PHTRETI11 15/14PPM 48MB PSL3 EIO, MY22F3105B
1	Compaq	128MB Synch DRAM 133MHZ I-478154 No174224-B21 TD-193257
1	SKU-158534	(FR) Armada E500 PIII/1.0 128MB/30GB 15TFT NT4/W2K LION, 1J24FTBZ90A8
1	SKU-158531	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia , n/s 6Y21JYGZB003
1	SKU-158532	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZB016
1	SKU-158533	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZB019
1	SKU-158631	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZN009
1	SKU-158631	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZN00X
1	SKU-158633	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZN00V
10	CPQ 128MB	SYNCH DRAM 133MHZ
1	SKU-158535 Deskjet	1220Cxi 1200x1200 11x17 11/9PPM Photopcmac TD-144169 I-467980 M-1610634 , n/s SG21R130J1

1	SKU-158537	NEC Multisync FE700 plus Flat 17" .25MM 1280x1024 à 66HZ I-266885 TD-501968 , n/s 2327536NF
1	CPQ Convenience Base EM	(Intel NIC) F/Armada M300/M700/E700
2	Compaq Convenience Base EM Monitor Stand	F/Armada M300/7/E7
1	SKU-158522	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", n/s AQ17HCAT203289
1	SKU-158538	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203238
1	SKU-158539	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203239
1	SKU-158541	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203241
1	SKU-158542	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203242
1	SKU-158543	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203243
1	SKU-158544	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203264
1	SKU-158545	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB option", AQ17HCAT203265
1	SKU-158546	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203288
1	SKU-158547	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203348
1	SKU-158548	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203349
2	CPQ 128MB SDRAM 133Mhz	NONECC F/ N160 et N600
11	(FR) Office XP Pro Vers.Upg.	Win/WinNT/2000 CD
1	SKU-158536	HP Deskjet 940Cvr 2400x1200DPI 12/10PPM PHTRETIII PC/MAC I-210676, CN22A1B288
3	"Startech Parallel Printer Cable, DB25-36Cent.	Bi-Direc., 10FT"

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1	SKU-160049	(FR) Evo D500p4/1.7 256MB/20GB 48xCD 100BT XPro/W2K. TWR / 470022-086, n/s 6Y23JYFZY02P
1	SKU-160050	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPro/W2K TWR / 470022-086, n/s 6Y23JYFZY02W
1	SKU-160051	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPro/W2K TWR / 470022-086, n/s 6Y23JYFZY036
1	SKU-160052	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPro/W2K TWR / 470022-086, n/s 6Y23JYFZY037
1	SKU-160053	(FR) Evo D500 p4/1.7 256MB/20GB 48xCD 100BT XPro/W2K TWR / 470022-086, n/s 6Y23JYFZY038
1	SKU-159648	HP Business Inkjet 2280tn PHTRETI 15/14PPM 48MB PSL3 EIO, MY22F3105B
1	Compaq	128MB Synch DRAM 133MHZ I-478154 No174224-B21 TD-193257
1	SKU-158534	(FR) Armada E500 PIII/1.0 128MB/30GB 15TFT NT4/W2K LION, 1J24FTBZ90A8
1	SKU-158531	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia , n/s 6Y21JYGZB003
1	SKU-158532	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZB016
1	SKU-158533	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZB019
1	SKU-158631	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZN009
1	SKU-158631	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZN00X
1	SKU-158633	(FR) Evo D500 P4/1.5 128MB/20GB 48xCD 100BT NT4/W2K DT nVidia, n/s 6Y21JYGZN00V
10	CPQ 128MB	SYNCH DRAM 133MHZ
1	SKU-158535 Deskjet	1220Cxi 1200x1200 11x17 11/9PPM Photopcmac TD-144169 I-467980 M-1610634 , n/s SG21R130J1

1	SKU-158537	NEC Multisync FE700 plus Flat 17" .25MM 1280x1024 à 66HZ I-266885 TD-501968 , n/s 2327536NF
1	CPQ Convenience Base EM	(Intel NIC) F/Armada M300/M700/E700
2	Compaq Convenience Base EM Monitor Stand	F/Armada M300/7/E7
1	SKU-158522	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", n/s AQ17HCAT203289
1	SKU-158538	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203238
1	SKU-158539	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203239
1	SKU-158541	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203241
1	SKU-158542	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203242
1	SKU-158543	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203243
1	SKU-158544	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203264
1	SKU-158545	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB option", AQ17HCAT203265
1	SKU-158546	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203288
1	SKU-158547	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203348
1	SKU-158548	"SAMSUNG 750S 17" " 1280x1024 .277MM DP OSD USB Option", AQ17HCAT203349
2	CPQ 128MB SDRAM 133Mhz	NONECC F/ N160 et N600
11	(FR) Office XP Pro Vers.Upg.	Win/WinNT/2000 CD
1	SKU-158536	HP Deskjet 940Cvr 2400x1200DPI 12/10PPM PHTRETIII PC/MAC I-210676, CN22A1B268
3	"Startech Parallel Printer Cable, DB25-36Cent.	Bi-Direc., 10FT"

The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

APPENDIX J

Qty	No. Article	Equipment Description	Serial Number
1	Parts	Red Creek Personal Ravlin II	5085002247
1	Maintenance	Maintenance 1 year personal Ravlin II	
1	Parts	Ravlin 3300	13885100022
1	Maintenance	Maintenance 1 year Ravlin 3300	
1	3C-16790	Carte 3COM 3C-167908Ports 10/100	
1	CISCO3600	CISCO 3600 ETH 1PT MOD	26625192
6	Parts	Red Creek Personal Ravlin II	05085001351, 05085001343, 05085001358, 05085001338, 05085001373, 05085002289
6	Maintenance	One Year Maintenance for5 Personal Ravlin II	13530, 13531, 13532, 13533, 13534, 13534
2	1	9SY KN610-BC EV67 ALPHA C	AY01611755, AY01309908
2	1	TCC 380674-B21 256MB CACHE	9119JKDIA7UE, 9119JKDIA7JB
10	ACCS1000	MAJ Intel Pentium III 600MHZ Medium-Tower ATX and P/S 300W, Mother Board ASUS, 256MB SDRAM PC133MHZ, Disque dur 20.0GB 7200RPM, CD-ROM 52X, Sound Blaster Comp. Integre, Lecteur 1.44MB, Adapteur Clavier at A PS/2	MMP3800081120011; MMP3800081120012; MMP3800081120014; MMP3800081120015; MMP3800081120017; MMP3800081120019; MMP3800081120013; MMP3800081120016; MMP3800081120018; MMP38000811200110
10	ACCS1000	Carte ATI XPERT PRO 2000 32MB	
10	ACCS1000	MS Windows XP PRO OEM	
10	ACCS1000	Carte reseau 3COM 3C905 10/100	
1	ACCS1000	COREL Office 2002	
1	ACCS1000	MS Windows 2000 FR. OEM	
1	ACCS1000	Installation	
1	1	TCC 146197-B22 40/80GB DLT	PXB3700718
1	1	9SY MS610-FA Compaq ES40 ;46B memory USED 4GB MEM	AY91718016

The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

APPENDIX K

Qty	Model	Description
20	4724-4-E	2po Burner complete as per GW-3017
10	4724-4-E	2po Burner complete as per GW-3017
30	8000-A-P	Orifice plate for 350 SCFH of Natural Gas OMG 107 3/4po plate No. 368 only
6	7216-3	1½ po STD regulator
3	1126-8F	6po BFLY valve W/B and L for Honeywell M7284
3	C1612-B	Modulating Motor M7284
1	1807-4,	2po LMT orifice valve
30	B01E14-1	U-Tubes Fabricated Burner U Tubes, drawing NoAN-022-B; as per Quote No01335P-CA, Franssen; as per Fab-Alloy drawing NoB01E14-1 (rev No2)
33	PRNo30149	End Use – Furnace burner rebuild – CERNo13160, Part: SS Recouperator, PO:A40010
3		Furnace Headers
3		Furnace Stack, Part: Curbs
3		Combustion blower tubes reworked parts PO:NoA40010 JOBNo.:14330
3		Remove old combustion STA POno: A40010 JOBNo: 14330
30		Recouperator insulation K POno: A40010 JOBNo: GEMCAST
300		SQU FT Blanket 1POX24poX25 POno: A40010 JOBNo: GEMCAST
90		Fibre seal tube Seal Gask POno A40010 Job No: GEMCAST Gasket 9.5po x 17po
1	M5LV700-6000	Cleaver Brooks model 5 watertube, watertube packaged boiler. Unit No. MS-019701
1	Lead Lag	Lead Lag for model 5 boiler
1	Condensate	Condensate return/feedwater tank, 36po x 76po x 340 gal, Unit No FG-003309
1	ET-134 – 1¼ po	Steam preheat system for above tank a 20 gpm from 60 deg F to 180 deg F
2	NOI IT 78680 CL 77.5	Metal Heat Treating or Melting Parts
2	SKDS FSC 3.50%	NATL AVG Fuel cost is 144.7
1	FS-4	Cannon Heat Exchanger, Unit no.FS4SC5248, including (1) heater Model FS-4 (Sivaco), (1) Safety relief valve, (1) Sivaco
1	Bottling Valve	
2	Controller	LKWD 1575 Boiler System
2	Valve	Ball Motor Worcester 0.5po CS 450No
2	Kit	Orifice Metex 015300

The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

APPENDIX L

Quantity	Part Number	Description	Serial Numbers
49	021-04582, 2001, 021-04582	Licence office SP Win32 French OLP NL	
2	312655, 2001	Compaq Convenience Base EM Monitor Stand F/Armada M300/7/E7 M-1601943	
3	312650, 2001	Deskpro EN PIII/866 128MB/15GB 48XCD 100BT W98 SFF	SN-6128FHGZC876, SN- 6128FHGZC911, SN- 6128FHGZC961
3	313179, 2001	Deskpro EN PIII/1.0 256MB/20GB 48XCD NT4/W2K SFF UATA/100	SN-6126FHGZK983, SN- 6126FHGZL513, SN- 6126FHGZM692
1	312511, 2001	(FR) Armada E500 PII/850 128MG/20GB 15TFT 8XDVD 100BT W98	SN-1J16JFC3M90Z
2	312532, 2001	(FR) Armada E500 PIII/800 64MB/10GB 14.1TFT 24XCD 100 BT W2K M-1624144	SN-3J14JFB3B70N, SN- 3J14JFB3B70R
3	312004, 2001	CPQ Convenience Base EM (Intel NIC) F/ARMADA M300/M700/E700	
10	877270, 2001	SAMSUNG 750S 1po 1280X1024.27MM DP Osb OPTION	SN-DT17HCCR709053, SN-DT17HCCR709054, SN-DT17HCCR709173, SN-DT17HCCR709211, SN-DT17HCCR709655, SN-DT17HCCR710815, SN-DT17HCCR710817, SN-DT17HCCR710839, SN-DT17HCCR710851
1	617136, 2001	HP Deskjet 1220 cxi 1200x1200 11x17 11/9PPM Photoret III PCMAC	SN-SG13K1302V
1	514463, 2001	(FR) OFFICE XP PRO WIN/WINNNT/2000CD	
1	514646, 2001	(FR) OFFICE XP STANDARD WIN/WINNT/200 CD	
7	312128, 2001	CPQ French Canadian Country Kit (KYBRD + DOC) F/DESKPROENW95	
1	312650, 2001	Deskpro EN PIII/866 128MB/15GB 48XCD 100BT W98 SFF	SN-6128FHGZC831

The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

APPENDIX M

Units	Model	Year	Description	Serial Number
300	MS110509		MOLP-C EXCHANGE CAL 200 VLIC WIN 32	381-01417
150	210121		MS WINDOWS NT SERVER V4.0 CLIENT LIC – MSOL – LEVEL C	351-00224
10	MS466829		OLP-C WINDOWS 2000 CAL LIC WIN32 OLP-C – UN/CT-1	C78-00205
40	MS466800		OLP-C UP WINDOWS 2000 CAL LIC WIN32 OLP-C COMP/VER UP	C78-00213
1	R053-001	2001	RAVLIN 5300	N/S 05181100006
1	SVSP-002		MAINTENANCE RAVLIN 5100	S/N 20015
1	R033-001	2001	RAVLIN 3300	S/N 12485100060
1	SVSP-013		MAINTENANCE RAVLIN 3200	S/N 20257
1	RPER2-001		PERSONAL RAVLIN II	S/N 10185000893
1	SVSP-037		MAINTENANCE P. RAVLIN II	S/N 22595
1	RSFT-108		RAVLINSOFT 100 UTILISATEURS	S/N ESR20010181
1	SVSP-009		MAINTENANCE RAV. 100 UTILISATEURS	S/N 13083
1	RMGR-350		RAVLIN NODE MANAGER	S/N ESR20010180
1	SVSP-003		MAINTENANCE RAV. NODE MANAGER	S/N 20046
1	WS-C2924-XL-E		CISCO SWITCH 2924	S/N FAB0510U0S4

The above-described property, wherever situated, as well as all intellectual property rights, incorporeal property and accessories pertaining thereto and replacement parts, present and future.

APPENDIX N

The following collateral:

1. all equipment (including all "Equipment" as this term is defined in Section 9-102(a)(33) of the Uniform Commercial Code as in effect from time to time in the state of New York (such code, together with any other successor or applicable adoption of the Uniform Commercial Code in any applicable jurisdiction, the "Code")), machinery, vehicles, fixtures, improvements, supplies, office furniture, fixed assets, all as now owned or hereafter acquired by the Constituant or in which Constituant has or hereafter acquires any interest, and any items substituted therefor as replacements and any additions or accessions

thereto;

2. all goods (including all "Goods" as defined in Section 9-102(a)(44) of the Code) and all inventory (including all "Inventory" as defined in Section 9-102(a)(48) of the Code) of Constituant, now owned or hereafter acquired by Constituant or in which Constituant has or hereafter acquires any interest, including but not limited to, raw materials, scrap inventory, work in process, products, packaging materials, finished goods, documents of title, chattel paper and other instruments covering the same and all substitutions therefor and additions thereto;

3. all present and future accounts in which such Constituant has or hereafter acquires any interest (including all "Accounts" as defined in Section 9-102(a)(2) of the Code), contract rights (including all rights to receive payments and other rights under all equipment and other leasing contracts) and rights to payment and rights or accounts receivable evidencing or representing indebtedness due or to become due such Constituant on account of goods sold or leased or services rendered, claims, instruments and other general intangibles (including tax refunds, royalties and all other rights to the payment of money of every nature and description), including but not limited to, any such right evidenced by chattel paper, and all liens, securities, guaranties, remedies, security interests and privileges pertaining thereto;

4. all investment property now owned or hereafter acquired by such Constituant (including all "Investment Property" as defined in Section 9-102(a)(49) of the Code), including, without limitation, all securities (certificated and uncertificated), securities accounts, securities entitlements, commodity contracts and commodity accounts;

5. all general intangibles now owned or hereafter acquired by such Constituant or in which such Constituant has or hereafter acquires any interest (including all "General Intangibles" as defined in Section 102(a)(42) of the Code), including but not limited to, payment intangibles (including all "Payment Intangibles" as defined in Section 9-102(a)(61) of the Code), choses in action and causes of action and all licenses and permits (to the extent the collateral assignment of such licenses and permits is not prohibited by applicable law), registrations, franchises, corporate or other business records, systems, designs, software, goodwill, logos, indicia, business identifiers, inventions, processes, production methods, proprietary information, know-how and trade-secrets of Constituant, and all trade-names, copyrights, patents, trademarks (including service marks) or patent or trademark applications, contract rights (including but not limited to all rights to receive payments and other rights under all equipment and other leasing contracts, instruments and documents owned or used by Constituant, and any goodwill relating thereto);

6. all other property owned by Constituant or in which Constituant has or hereafter acquires any interest, wherever located, and of whatever kind or nature, tangible or intangible;

7. all insurance policies of any kind maintained in effect by Constituant, now existing or hereafter acquired, under which any of the property referred to in clauses 1 through 6 above is insured, including but not limited to, any proceeds payable to Constituant pursuant to such policies;

8. all moneys, cash collateral, chattel paper (including all "Chattel Paper" as defined in Section 9-102(a)(11) of the Code), checks, notes, bills of exchange, documents of title, money orders, negotiable instruments, commercial paper, and other securities, letters of credit (including all "Letter-of-Credit Rights" as defined in Section 9-102(a)(51) of the Code), supporting obligations (including all "Supporting Obligations" as defined in Section 9-102(a)(77) of the Code), instruments (including all "Instruments" as defined in Section 9-102(a)(47) of the Code), documents (including all "Documents" as defined in Section 9-102(a)(30) of the Code), deposit accounts (including all "Deposit Accounts" as defined in Section 9-102(a)(29) of the Code), deposits and credits from time to time whether or not in the possession of or under the control of the Bank;

9. any consideration received when all or any part of the property referred to in clauses 1 through 8 above is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all "Proceeds" as defined in Section 9-102(a)(64) the Code), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, insurance proceeds or proceeds of other proceeds now or hereafter owned by Constituant or in which Constituant has an interest.

APPENDIX O

The following collateral:

1. all equipment (including all "Equipment" as this term is defined in Section 9-102(a)(33) of the Uniform Commercial Code as in effect from time to time in the state of New York (such code, together with any other successor or applicable adoption of the Uniform Commercial Code in any applicable jurisdiction, the "Code")), machinery, vehicles, fixtures, improvements, supplies, office furniture, fixed assets, all as now owned or hereafter acquired by the Constituant or in which Constituant has or hereafter acquires any interest, and any items substituted therefor as replacements and any additions or accessions thereto;
2. all goods (including all "Goods" as defined in Section 9-102(a)(44) of the Code) and all inventory (including all "Inventory" as defined in Section 9-102(a)(48) of the Code) of Constituant, now owned or hereafter acquired by Constituant or in which Constituant has or hereafter acquires any interest, including but not limited to, raw materials, scrap inventory, work in process, products, packaging materials, finished goods, documents of title, chattel paper and other instruments covering the same and all substitutions therefor and additions thereto;
3. all present and future accounts in which such Constituant has or hereafter acquires any interest (including all "Accounts" as defined in Section 9-102(a)(2) of the Code), contract rights (including all rights to receive payments and other rights under all equipment and other leasing contracts) and rights to payment and rights or accounts receivable evidencing or representing indebtedness due or to become due such Constituant on account of goods sold or leased or services rendered, claims, instruments and other general intangibles (including tax refunds, royalties and all other rights to the payment of money of every nature and description), including but not limited to, any such right evidenced by chattel paper, and all liens, securities, guaranties, remedies, security interests and privileges pertaining thereto;
4. all investment property now owned or hereafter acquired by such Constituant (including all "Investment Property" as defined in Section 9-102(a)(49) of the Code), including, without limitation, all securities (certificated and uncertificated), securities accounts, securities entitlements, commodity contracts and commodity accounts;
5. all general intangibles now owned or hereafter acquired by such Constituant or in which such Constituant has or hereafter acquires any interest (including all "General Intangibles" as defined in Section 9-102(a)(42) of the Code), including but not limited to, payment intangibles (including all "Payment Intangibles" as defined in Section 9-102(a)(61) of the Code), choses in action and causes of action and all licenses and permits (to the extent the collateral assignment of such licenses and permits is not prohibited by applicable law), registrations, franchises, corporate or other business records, systems, designs, software, goodwill, logos, indicia, business identifiers, inventions, processes, production methods, proprietary information, know-how and trade-secrets of Constituant, and all trade-names, copyrights, patents, trademarks (including service marks) or patent or trademark applications, contract rights (including but not limited to all rights to receive payments and other rights under all equipment and other leasing contracts, instruments and documents owned or used by Constituant, and any goodwill relating thereto);
6. all other property owned by Constituant or in which Constituant has or hereafter acquires any interest, wherever located, and of whatever kind or nature, tangible or intangible;

7. all insurance policies of any kind maintained in effect by Constituant, now existing or hereafter acquired, under which any of the property referred to in clauses 1 through 6 above is insured, including but not limited to, any proceeds payable to Constituant pursuant to such policies;

8. all moneys, cash collateral, chattel paper (including all "Chattel Paper" as defined in Section 9-102(a)(11) of the Code), checks, notes, bills of exchange, documents of title, money orders, negotiable instruments, commercial paper, and other securities, letters of credit (including all "Letter-of-Credit Rights" as defined in Section 9-102(a)(51) of the Code), supporting obligations (including all "Supporting Obligations" as defined in Section 9-102(a)(77) of the Code), instruments (including all "Instruments" as defined in Section 9-102(a)(47) of the Code), documents (including all "Documents" as defined in Section 9-102(a)(30) of the Code), deposit accounts (including all "Deposit Accounts" as defined in Section 9-102(a)(29) of the Code), deposits and credits from time to time whether or not in the possession of or under the control of the Bank;

9. any consideration received when all or any part of the property referred to in clauses 1 through 8 above is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all "Proceeds" as defined in Section 9-102(a)(64) the Code), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, insurance proceeds or proceeds of other proceeds now or hereafter owned by Constituant or in which Constituant has an interest.

SCHEDULE "K"

REAL PROPERTY ENCUMBRANCES

IVACO INC. (SIVACO QUÉBEC DIVISION)

Civic Address: 800 Ouellette Street, Marieville

- Principal Deed of Hypothec in favour of General Trust of Canada (now National Bank Trust Inc.) registered on January 25, 2000 at the Register of Personal and Movable Real Rights under Registration No. 00-0017483-0001, as supplemented by Deed of Hypothec in the amount of \$70,000,000 in favour of National Bank Trust Inc. registered on April 30, 2003 at the Registry Office of Rouville under Registration No. 10368218 (as corrected by the Deed of Correction registered on May 14, 2003 under Registration No. 10400176).
- Legal Hypothec in favour of Madore & Madore registered on September 19, 2003 at the Registry Office of Rouville under Registration No. 10730554.

IVACO INC. (SIVACO ONTARIO PROCESSING DIVISION)

Municipal Address: 330 Thomas Street, Ingersoll, N5C 3K5

- Notice of Security Interest registered as Instrument No. 469316 in favour of Sutherland-Schultz Inc. against Sivaco Ontario, a division of Ivaco Inc.

IN THE MATTER OF the Companies' Creditors Arrangement Act
R.S.C. 1985, c. C-36

AND IN THE MATTER of a Plan of Compromise or Arrangement of
Ivaco Inc. and the Applicants listed in Schedule "A"

Court File No. 03-CL-5145

Ontario
Superior Court of Justice

Proceeding Commenced at Toronto

VESTING ORDER
(Asset Purchase Agreements)

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