Court File No. 03-CL-5145

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	**TUESDAY, THE 9TH DAY**
	)	
JUSTICE SPENCE	)	**OF OCTOBER, 2007**

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"

Applicants

ORDER

THIS MOTION, made by Ernst & Young Inc. on behalf of and in its capacity as the Court-appointed Monitor of Ivaco Inc. ("Ivaco") and the other Applicants listed on Schedule "A" hereto (the "Monitor"), for an order approving the Salaried Minutes of Settlement, the Designated Minutes of Settlement, the Ingersoll Minutes of Settlement and the Docap Minutes of Settlement, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Thirty-Eighth Report of the Monitor dated October 2, 2007 (the "Report"), the affidavit of André Cromp sworn September 28, 2007 and the affidavit of K. David Gordon sworn September 28, 2007, and on hearing the submissions of counsel for the Monitor, the Representative Counsel (as defined in the order of the Honourable Mr. Justice Spence dated September 24, 2007), the Superintendent of Financial Services of Ontario (the "Superintendent"), the Pension Committee of the Pension Plan for Salaried Employees of Ivaco Inc. and Participating Subsidiary Companies, CRA Registration 0410357 (the "Pension Committee"), National Bank of Canada ("NBC"), Bank of Nova Scotia ("BNS"), QIT - Fer et Titane Inc. ("QIT"), the Informal Committee of Noteholders (the "Noteholders"), RBC Dexia Investor Services Trust, ~~Derek Johnson and Philippe Dussault~~ Mortimer Chaikelson, Joseph Bahadrian and Barry Retter, and on being advised that the Service List was served with the Notice of Motion herein:

mh/JMS

<u>Service</u>

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record herein be and is hereby abridged and that the motion is properly returnable today and service on any interested party other than those parties served is hereby dispensed with.

<u>Salaried Minutes of Settlement</u>

2. **THIS COURT ORDERS** that any capitalized term used in this section of this Order but not defined herein shall have the meaning ascribed to such term in the Minutes of Settlement dated August 22, 2007 among the Superintendent, the Pension Committee, NBC, BNS, QIT and the Noteholders (the "Salaried Minutes of Settlement").

3. **THIS COURT ORDERS** that the terms of the Salaried Minutes of Settlement are fair and commercially reasonable.

4. **THIS COURT ORDERS** that the Salaried Minutes of Settlement are approved and the Monitor is directed to cause each of the Applicants to perform its obligations and to carry out the transactions contemplated by the Salaried Minutes of Settlement.

5. **THIS COURT ORDERS** that the Monitor is hereby authorized, empowered and directed to implement the Salaried Minutes of Settlement on behalf of each of the Applicants, and to take such additional steps or cause the Applicants to take such additional steps as are necessary or desirable to implement the Salaried Minutes of Settlement.

6. **THIS COURT ORDERS** that the Monitor is directed to pay $1,000,000 from the Ivaco Sale Proceeds (as defined in the Vesting Order of the Honourable Mr. Justice Farley dated August 18, 2004 and the Second Vesting Order of Justice Farley dated November 30, 2004, together the "Vesting Orders") to the Salaried Plan in accordance with the Escrow Agreement (as defined below).

7. **THIS COURT ORDERS** that the Monitor is directed to pay $13,750,000 from the Ifast Sale Proceeds (as defined in the Vesting Orders) to the Salaried Plan in accordance with the Escrow Agreement.

8. **THIS COURT ORDERS** that the Monitor is directed to pay $14,250,000 from the IRM Sale Proceeds (as defined in the Vesting Orders) to the Salaried Plan in accordance with the Escrow Agreement.

9. **THIS COURT ORDERS** that the Superintendent, the Pension Committee, the Régie des rentes du Québec (the "Régie") and RBC Dexia Investors Services Trust and each of their respective agents, employees, professional advisors and actuaries (the "Salaried Pension Parties") shall incur no liability, and are hereby released, from all liability, costs, losses and claims whatsoever as a result of all acts or omissions taken or not taken by any or all of them in respect of the

Salaried Plan and its administration, the manner in which claims have been advanced in respect of the Salaried Plan in this proceeding, the negotiations and agreements to enter into the Salaried Minutes of Settlement, including, without limitation, the negotiations and entering into of the Pension Agreement and the Escrow Agreement, and the implementation of all of the foregoing, provided that nothing herein shall release any of the Salaried Pension Parties from any obligations that arise solely under the Salaried Minutes of Settlement, the Pension Agreement or the Escrow Agreement.

10. **THIS COURT ORDERS** that the Superintendent, the Pension Committee and the Régie are forever stayed from pursuing any and all claims (liquidated or unliquidated, proven or unproven, in the nature of damages or otherwise, and whether or not asserted and whether arising under statute, civil law, common law or otherwise in any jurisdiction) relating to the Salaried Plan, any obligation to contribute to or to provide pensions, benefits or other entitlements under the Salaried Plan or the wind-up of the Salaried Plan against the Ivaco Group or any of them or any of the property or assets of the Ivaco Group or any of them, and against any other person who might make a claim over or for contribution or indemnity against any of the Ivaco Group or any of their assets relating to the Salaried Plan, including without limitation claims by way of debt, for priority, for liens, for trust obligations (deemed or otherwise) or in the nature of damages by any of the Plan Beneficiaries (or, as applicable, their heirs, executors, successors and assigns or legal personal representatives) and all such claims are barred and forever discharged, provided that the foregoing provisions of this paragraph shall not affect the Salaried Pension Payment.

11. **THIS COURT ORDERS** that the Plan Beneficiaries are forever stayed from pursuing any and all claims (liquidated or unliquidated, proven or unproven, in the nature of damages or otherwise, and whether or not asserted and whether arising under statute, civil law, common law or otherwise in any

jurisdiction) relating to the Salaried Plan, any obligation to contribute to or to provide pensions, benefits or other entitlements under the Salaried Plan or the wind-up of the Salaried Plan against the Ivaco Group or any of them or any of the property or assets of the Ivaco Group or any of them, and against any other person who might make a claim over or for contribution or indemnity against any of the Ivaco Group or any of their assets relating to the Salaried Plan, including without limitation claims by way of debt, for priority, for liens, for trust obligations (deemed or otherwise) or in the nature of damages by any of the Plan Beneficiaries (or, as applicable, their heirs, executors, successors and assigns or legal personal representatives) and all such claims are barred and forever discharged, provided that the foregoing provisions of this paragraph shall not affect (i) the Salaried Pension Payment or (ii) any Plan Beneficiaries in respect of any claims unrelated to the Salaried Plan (including claims for supplemental pension benefits under any unregistered pension plan or post-retirement non-pension benefits that are triggered by, or depend upon, the payment of pension benefits to any such Plan Beneficiary under the Salaried Plan, but are not themselves obligations or entitlements to be paid pursuant to or in respect of the Salaried Plan).

Pension Escrow Agreements

12. **THIS COURT ORDERS** that the Pension Agreement dated October 31, 2007 between the Superintendent and the Pension Committee, substantially in the form attached to the Report as Appendix "B", and the Escrow Agreement dated October 31, 2007 between the Superintendent and the Pension Committee (the "Escrow Agreement"), substantially in the form attached to the Report as Appendix "C", are approved.

13. **THIS COURT ORDERS** that Ernst & Young Inc. is authorized and directed to execute the Escrow Agreement and carry out its obligations contemplated by the Escrow Agreement, and to take such steps and execute and deliver such documentation as are in the opinion of Ernst & Young Inc. necessary or incidental to the performance of its obligations.

14. **THIS COURT ORDERS AND DECLARES** that Ernst & Young Inc. shall not incur any liability to any party as a result of its appointment or conduct as the Escrow Agent, save and except for gross negligence or wilful misconduct.

15. **THIS COURT ORDERS AND DECLARES** that no action or other proceeding may be commenced against Ernst & Young Inc. by any party in any way arising from or related to its capacity or conduct as the Escrow Agent except with prior leave of this Court on notice to Ernst & Young Inc.

Designated Minutes of Settlement

16. **THIS COURT ORDERS** that any capitalized term used in this section of this Order but not defined herein shall have the meaning ascribed to such term in the Minutes of Settlement dated August 22, 2007 among the Superintendent, PricewaterhouseCoopers Inc., in its capacity as the Administrator of the Designated Plan, and NBC (the "Designated Minutes of Settlement").

17. **THIS COURT ORDERS** that the terms of the Designated Minutes of Settlement are fair and commercially reasonable.

18. **THIS COURT ORDERS** that the Designated Minutes of Settlement are approved and the Monitor is directed to cause each of the Applicants to perform its obligations and to carry out the transactions contemplated by the Designated Minutes of Settlement.

19. **THIS COURT ORDERS** that the Monitor is directed to pay $243,090.80 from the Ivaco Sale Proceeds (as defined in the Vesting Orders) to the Designated Plan.

20. **THIS COURT ORDERS** that the Superintendent, the Administrator and RBC Dexia Investors Services Trust and each of their respective agents, employees, professional advisors and actuaries (the "Designated Pension Parties") shall incur no liability, and are hereby released, from all liability, costs, losses and claims whatsoever as a result of all acts or omissions taken or not taken by any or all of them in respect of the Designated Plan and its administration, the manner in which claims have been advanced in respect of the Designated Plan in this proceeding, the negotiations and agreements to enter into the Designated Minutes of Settlement concerning the Designated Plan, and the implementation of all of the foregoing, provided that nothing herein shall release any of the Designated Pension Parties from any obligations that arise solely under any of the Designated Minutes of Settlement.

21. **THIS COURT ORDERS** that the Superintendent and the Administrator are forever stayed from pursuing any and all claims (liquidated or unliquidated, proven or unproven, in the nature of damages or otherwise, and whether or not asserted and whether arising under statute, civil law, common law or otherwise in any jurisdiction) relating to the Designated Plan, any obligation to contribute to or to provide pensions, benefits or other entitlements under the Designated Plan or the wind-up of the Designated Plan against the Ivaco Group or any of them or any of the property or assets of the Ivaco Group or any of them, and against any other person who might make a claim over or for contribution or indemnity against any of the Ivaco Group or any of their assets relating to the Designated Plan, including without limitation claims by way of debt, for priority, for liens, for trust obligations (deemed or otherwise) or in the nature of damages by any of the Plan Beneficiaries (or, as applicable, their heirs, executors,

successors and assigns or legal personal representatives) and all such claims are barred and forever discharged, provided that the foregoing provisions of this paragraph shall not affect the Designated Pension Payment.

22. **THIS COURT ORDERS** that the Plan Beneficiaries are forever stayed from pursuing any and all claims (liquidated or unliquidated, proven or unproven, in the nature of damages or otherwise, and whether or not asserted and whether arising under statute, civil law, common law or otherwise in any jurisdiction) relating to the Designated Plan, any obligation to contribute to or to provide pensions, benefits or other entitlements under the Designated Plan or the wind-up of the Designated Plan against the Ivaco Group or any of them or any of the property or assets of the Ivaco Group or any of them, and against any other person who might make a claim over or for contribution or indemnity against any of the Ivaco Group or any of their assets relating to the Designated Plan, including without limitation claims by way of debt, for priority, for liens, for trust obligations (deemed or otherwise) or in the nature of damages by any of the Plan Beneficiaries (or, as applicable, their heirs, executors, successors and assigns or legal personal representatives) and all such claims are barred and forever discharged, provided that the foregoing provisions of this paragraph shall not affect (i) the Designated Pension Payment or (ii) any Plan Beneficiaries in respect of any claims unrelated to the Designated Plan (including claims for supplemental pension benefits under any unregistered pension plan or post-retirement non-pension benefits that are triggered by, or depend upon, the payment of pension benefits to any such Plan Beneficiary under the Designated Plan, but are not themselves obligations or entitlements to be paid pursuant to or in respect of the Designated Plan).

Ingersoll Minutes of Settlement

23. **THIS COURT ORDERS** that any capitalized term used in this section of this Order but not defined herein shall have the meaning ascribed to such term in the Minutes of Settlement dated August 22, 2007 among the Superintendent, PricewaterhouseCoopers Inc., in its capacity as the Administrator of the Ingersoll Plan, and NBC (the "Ingersoll Minutes of Settlement").

24. The terms of the Ingersoll Minutes of Settlement are fair and commercially reasonable.

25. The Ingersoll Minutes of Settlement are approved and the Monitor is directed to cause each of the Applicants to perform its obligations and to carry out the transactions contemplated by the Ingersoll Minutes of Settlement.

26. **THIS COURT ORDERS** that the Monitor is directed to pay $1,262,892.60 from the Ifast Sale Proceeds (as defined in the Vesting Orders) to the Ingersoll Plan.

27. **THIS COURT ORDERS** that the Superintendent, the Administrator and RBC Dexia Investors Services Trust and each of their respective agents, employees, professional advisors and actuaries the "Ingersoll Pension Parties") shall incur no liability, and are hereby released, from all liability, costs, losses and claims whatsoever as a result of all acts or omissions taken or not taken by any or all of them in respect of the Ingersoll Plan and its administration, the manner in which claims have been advanced in respect of the Ingersoll Plan in this proceeding, the negotiations and agreements to enter into the Ingersoll Minutes of Settlement, and the implementation of all of the foregoing, provided that nothing herein shall release any of the Ingersoll Pension Parties from any obligations that arise solely under any of the Ingersoll Minutes of Settlement.

28. **THIS COURT ORDERS** that the Superintendent and the Administrator are forever stayed from pursuing any and all claims (liquidated or unliquidated, proven or unproven, in the nature of damages or otherwise, and whether or not asserted and whether arising under statute, civil law, common law or otherwise in any jurisdiction) relating to the Ingersoll Plan, any obligation to contribute to or to provide pensions, benefits or other entitlements under the Ingersoll Plan or the wind-up of the Ingersoll Plan against the Ivaco Group or any of them or any of the property or assets of the Ivaco Group or any of them, and against any other person who might make a claim over or for contribution or indemnity against any of the Ivaco Group or any of their assets relating to the Ingersoll Plan, including without limitation claims by way of debt, for priority, for liens, for trust obligations (deemed or otherwise) or in the nature of damages by any of the Plan Beneficiaries (or, as applicable, their heirs, executors, successors and assigns or legal personal representatives) and all such claims are barred and forever discharged, provided that the foregoing provisions of this paragraph shall not affect the Ingersoll Pension Payment.

29. **THIS COURT ORDERS** that the Plan Beneficiaries are forever stayed from pursuing any and all claims (liquidated or unliquidated, proven or unproven, in the nature of damages or otherwise, and whether or not asserted and whether arising under statute, civil law, common law or otherwise in any jurisdiction) relating to the Ingersoll Plan, any obligation to contribute to or to provide pensions, benefits or other entitlements under the Ingersoll Plan or the wind-up of the Ingersoll Plan against the Ivaco Group or any of them or any of the property or assets of the Ivaco Group or any of them, and against any other person who might make a claim over or for contribution or indemnity against any of the Ivaco Group or any of their assets relating to the Ingersoll Plan, including without limitation claims by way of debt, for priority, for liens, for trust obligations (deemed or otherwise) or in the nature of damages by any of the

Plan Beneficiaries (or, as applicable, their heirs, executors, successors and assigns or legal personal representatives) and all such claims are barred and forever discharged, provided that the foregoing provisions of this paragraph shall not affect (i) the Ingersoll Pension Payment or (ii) any Plan Beneficiaries in respect of any claims unrelated to the Ingersoll Plan (including claims for supplemental pension benefits under any unregistered pension plan or post-retirement non-pension benefits that are triggered by, or depend upon, the payment of pension benefits to any such Plan Beneficiary under the Ingersoll Plan, but are not themselves obligations or entitlements to be paid pursuant to or in respect of the Ingersoll Plan).

Docap Minutes of Settlement

30. **THIS COURT ORDERS** that any capitalized term used in this section of this Order but not defined herein shall have the meaning ascribed to such term in the Minutes of Settlement dated September 24, 2007 among the Superintendent, PricewaterhouseCoopers Inc., in its capacity as the Administrator of the Docap Plan, and NBC (the "Docap Minutes of Settlement").

31. **THIS COURT ORDERS** that the terms of the Docap Minutes of Settlement are fair and commercially reasonable.

32. **THIS COURT ORDERS** that the Docap Minutes of Settlement are approved and the Monitor is directed to cause each of the Applicants to perform its obligations and to carry out the transactions contemplated by the Docap Minutes of Settlement.

33. **THIS COURT ORDERS** that Docap is directed to pay $216,000.00 to the Docap Plan.

34. **THIS COURT ORDERS** that the Superintendent, the Administrator and RBC Dexia Investors Services Trust and each of their respective agents, employees, professional advisors and actuaries (the "Docap Pension Parties") shall incur no liability, and are hereby released, from all liability, costs, losses and claims whatsoever as a result of all acts or omissions taken or not taken by any or all of them in respect of the Docap Plan and its administration, the manner in which claims have been advanced in respect of the Docap Plan in this proceeding, the negotiations and agreements to enter into the Docap Minutes of Settlement, and the implementation of all of the foregoing, provided that nothing herein shall release any of the Docap Pension Parties from any obligations that arise solely under any of the Docap Minutes of Settlement.

35. **THIS COURT ORDERS** that the Superintendent and the Administrator are forever stayed from pursuing any and all claims (liquidated or unliquidated, proven or unproven, in the nature of damages or otherwise, and whether or not asserted and whether arising under statute, civil law, common law or otherwise in any jurisdiction) relating to the Docap Plan, any obligation to contribute to or to provide pensions, benefits or other entitlements under the Docap Plan or the wind-up of the Docap Plan against the Ivaco Group or any of them or any of the property or assets of the Ivaco Group or any of them, and against any other person who might make a claim over or for contribution or indemnity against any of the Ivaco Group or any of their assets relating to the Docap Plan, including without limitation claims by way of debt, for priority, for liens, for trust obligations (deemed or otherwise) or in the nature of damages by any of the Plan Beneficiaries (or, as applicable, their heirs, executors, successors and assigns or legal personal representatives) and all such claims are barred and forever discharged, provided that the foregoing provisions of this paragraph shall not affect the Docap Pension Payment.

36. **THIS COURT ORDERS** that the Plan Beneficiaries are forever stayed from pursuing any and all claims (liquidated or unliquidated, proven or unproven, in the nature of damages or otherwise, and whether or not asserted and whether arising under statute, civil law, common law or otherwise in any jurisdiction) relating to the Docap Plan, any obligation to contribute to or to provide pensions, benefits or other entitlements under the Docap Plan or the wind-up of the Docap Plan against the Ivaco Group or any of them or any of the property or assets of the Ivaco Group or any of them, and against any other person who might make a claim over or for contribution or indemnity against any of the Ivaco Group or any of their assets relating to the Docap Plan, including without limitation claims by way of debt, for priority, for liens, for trust obligations (deemed or otherwise) or in the nature of damages by any of the Plan Beneficiaries (or, as applicable, their heirs, executors, successors and assigns or legal personal representatives) and all such claims are barred and forever discharged, provided that the foregoing provisions of this paragraph shall not affect (i) the Docap Pension Payment or (ii) any Plan Beneficiaries in respect of any claims unrelated to the Docap Plan (including claims for supplemental pension benefits under any unregistered pension plan or post-retirement non-pension benefits that are triggered by, or depend upon, the payment of pension benefits to any such Plan Beneficiary under the Docap Plan, but are not themselves obligations or entitlements to be paid pursuant to or in respect of the Docap Plan).

General

37. **THIS COURT ORDERS** that notwithstanding:

(a) The pendency of these proceedings and the declarations of insolvency made herein;

(b) The pendency of any petition for receiving orders existing or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA") in respect of any of the Applicants and any receiving orders issued pursuant to any such petitions; and

(c) The provisions of any federal or provincial statute,

the Salaried Minutes of Settlement, the Designated Minutes of Settlement, the Ingersoll Minutes of Settlement and the Docap Minutes of Settlement and the obligations of the Applicants contemplated therein (i) are and shall always be legal and valid agreements binding on the Applicants, their successors and assigns and are fully enforceable against the Applicants, their successors and assigns and all persons in accordance with their terms, and (ii) are not oppressive, settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable law, federal, provincial or otherwise.

38. **THIS COURT HEREBY REQUESTS** the aid and recognition (including assistance pursuant to section 17 of the CCAA, as applicable) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

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

OCT 15 2007

PER/PAR:

May Nikolaidis
Registrar, Superior Court of Justice

SCHEDULE "A"

Ivaco Rolling Mills Inc.
Ifastgroupe Inc.
IFC (Fasteners) Inc.
Ifastgroupe Realty Inc.
Docap (1985) Corporation
Florida Sub One Holdings, Inc.
3632610 Canada Inc.

IN THE MATTER OF the *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36 as amended

Court File No. 03-CL-5145

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER

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Solicitors for Ernst & Young Inc., the Court- appointed Monitor