Court File No. 03-CL-5145

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY, THE 18TH
	)	
JUSTICE FARLEY	)	DAY OF JUNE, 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"

APPROVAL ORDER
(Arrowhead Property)

THIS MOTION, made by the Applicants listed on Schedule "A" hereto ("Ivaco"), for an order, *inter alia*, approving the Agreement of Purchase and Sale dated as of June 4, 2004 (the "Sale Agreement") entered into between Ivaco Inc. and 1039028 Ontario Inc. as vendors (collectively, the "Vendor") and City of Toronto Economic Development Corporation, as purchaser (the "Purchaser") regarding certain property owned by the Vendor as described in the Twelfth Report of the Monitor dated June 15, 2004 (the "Report") and authorizing the Vendors to complete the Sale Agreement was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Applicants, the Monitor and others.

1. **THIS COURT ORDERS** that the time for service of the notice of motion and motion record herein be and is hereby abridged such that this motion is properly

returnable today and further that service thereof upon any other person, party or entity, not served or otherwise notified be and is hereby dispensed with.

2. **THIS COURT ORDERS AND DECLARES** that the terms of the Sale Agreement, a copy of which is attached as Appendix A to the Report, are fair and commercially reasonable and were arrived at in a commercially reasonable manner.

3. **THIS COURT ORDERS** that the Vendor be and is hereby authorized, empowered and directed to sell, transfer, assign and otherwise convey all of its right, title and interest of, in and to the Purchased Assets (as defined in the Sale Agreement) to Purchaser, in accordance with the terms and conditions of the Sale Agreement.

4. **THIS COURT ORDERS** that the Vendor is hereby authorized, empowered and directed, to:

(a) execute and deliver, *nunc pro tunc*, the Sale Agreement to the Purchaser;

(b) implement and complete the transaction contemplated in the Sale Agreement substantially in accordance with the terms and conditions of the Sale Agreement, with such non-material alterations, amendments, deletions and additions as the Vendor and the Purchaser may agree, including, without limitation, a short extension to the Closing Date (as defined in the Sale Agreement); and

(c) to perform its obligations as provided in the Sale Agreement, all without, notwithstanding any other paragraph herein, giving notice under the *Personal Property Security Act* (Ontario) R.S.O. 1990, c. P.10, as amended.

5. **THIS COURT ORDERS** that, in completing the transaction contemplated in the Sale Agreement, subject to the terms and conditions thereof, the Vendor be and it is hereby authorized:

(a) to execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the transaction contemplated in the Sale Agreement as the Vendor, in its discretion, may deem to be reasonably necessary or advisable to conclude the transaction contemplated in the Sale Agreement; and

(b) to take such steps as are, in the opinion of the Vendor, necessary or incidental to the performance of its obligations pursuant to the Sale Agreement and as may be necessary or desirable to comply with this Order or otherwise give effect to the Sale Agreement.

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

(a) the pendency of these proceedings;

(b) any assignment in bankruptcy by the Vendor;

(c) the pendency of any petitions for a receiving order issued or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended (the "BIA") and any receiving order issued pursuant to any such petitions in respect of the Vendor;

(d) the appointment of any receiver or interim receiver over the assets of the Vendor; or

(e) the provisions of any federal or provincial statute;

(i) will not be void or voidable at the instance of creditors or claimants and do not constitute, nor shall they be deemed to be, settlements, fraudulent preferences, assignments, fraudulent conveyances, or other reviewable transactions under the BIA or any other applicable federal or provincial legislation;

(ii) do not constitute conduct meriting an oppression remedy; and

(iii) shall be binding on any trustee in bankruptcy, any receiver, any interim receiver or any other party that may be appointed in respect of the Vendor.

7. **THIS COURT ORDERS** that the Sale Agreement and the transaction contemplated thereby may be completed without compliance with:

(a) the provisions of the *Mortgages Act*, R.S.O. 1990 c. M-40, as amended;

(b) the provisions of Part V of the *Personal Property Security Act*, R.S.O. 1990 c. P-10, as amended; or

(c) any other notice, statutory or otherwise, which a creditor or other party may be required to issue in order to dispose of the collateral of a debtor.

8. **THIS COURT ORDERS** that the Vesting Order attached hereto as Schedule "B" shall issue.

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

JUN 2 3 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	)	FRIDAY, THE 18TH
	)	
JUSTICE FARLEY	)	DAY OF JUNE, 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"

VESTING ORDER
(Arrowhead Property)

THIS MOTION, made by the Applicants for an order vesting in City of Toronto Economic Development Corporation (the "Purchaser") the Purchased Assets referred to in an agreement of purchase and sale between Ivaco Inc. and 1039028 Ontario Inc. (collectively the "Vendor") and the Purchaser made as of June 4, 2004 (the "Sale Agreement"), was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Twelfth Report of the Monitor dated June 15, 2004 and on hearing the submissions of counsel for the Applicants, the Monitor and others.

1. **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 "A" (the "Monitor's Certificate"), signed by the Monitor, confirming:

(a) that the Purchase Price (as defined in the Sale Agreement) has been paid in accordance with the Sale Agreement;

(b) that all conditions to Closing with respect to the sale of the Purchased Assets (as such terms are defined in the Sale Agreement) have been satisfied or waived; and

(c) that the transaction contemplated by the Sale Agreement has closed to the satisfaction of the Monitor,

all property and rights in the Purchased Assets (as defined in the Sale Agreement), including without limitation the property described in Schedule "B" hereto being the real property owned by the Vendor and municipally known as 260 Eighth Street, Toronto, Ontario (the "Property"), shall vest and be hereby vested in and to the Purchaser, its successors and assigns, absolutely and forever without limitation, free and clear of any claims and liens, including, without limitation, all estate, right, title, interest, claims, hypothecs, mortgages, charges, security interests, liens (whether contractual, statutory, or otherwise), assignments, actions, levies, taxes, writs of execution, trusts or deemed trusts (whether contractual, statutory, or otherwise), options, agreements, disputes, debts, adverse claims, charges, liabilities (direct, indirect, absolute or contingent) encumbrances or other rights, limitations or restrictions or any nature whatsoever, including without limitation, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in law or in equity, claims arising under any federal or provincial legislation including claims by Her Majesty in Right of Canada or a province against the

Vendor, claims from employees individually or under successor employer provisions of federal and provincial legislation, holders of contractual and proprietary rights, claims for cure amounts and claims provable as defined under the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") (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"), and including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Farley dated September 16, 2003, as amended; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and (iii) all charges, mortgages or other claims evidenced by registrations pursuant to the *Land Titles Act* (Ontario) and the *Registry Act* (Ontario), including specifically the charge registered against title to the Property in favour of National Bank of Canada on June 10, 2003 as Instrument No. AT190507 and the transfer easement registered against title to the Property in favour of Ritchie Cut Stone Company, Limited on December 23, 1958 as Instrument No. NT24487 (all of which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the

Property are hereby extinguished, expunged and discharged as against the Property, and that the registration on title to the Property of the Monitor's certificate described above shall be sufficient evidence that the conditions precedent to the vesting in the Purchaser of free and clear title to the Purchased Assets, as set out in this Order, have been satisfied.

2. **THIS COURT ORDERS** from and after the filing of the Monitor's Certificate with this Court, any and all Claims or Encumbrances of or by any Claimants or otherwise in or to the Purchased Assets, shall vest, in place and in stead thereof, in the proceeds of sale of the Purchased Assets in the hands of the Applicants with the same priority as they had with respect to the Purchased Assets immediately before this Order took effect.

3. **THIS COURT ORDERS** that the Monitor shall, immediately upon filing the Monitor's Certificate with this Court referred to above, provide a copy and confirmation of filing to the Purchaser.

4. **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 Vendor (or either of them), any receiving order issued pursuant to any such petitions, or any other administration of proceedings affecting the Vendor or any of the CCAA Applicants;

the vesting of the Purchased Assets in the 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 Vendor (or either of them) and upon any other administrator in any proceeding noted in subparagraph 4(b) herein.

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

6. **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 (the "CCAA") and/or the BIA and any Court or administrative, regulatory or governmental body in any other jurisdiction to act in aid or or to be complementary in carrying out the terms of this Order.

7. **THIS COURT ORDERS** that the Land Titles Division of the Toronto Registry Office (No. 66) accept this Order for registration on the title to the lands listed in Schedule "B" hereto (the "Lands") and enter the Purchaser or its nominee as the owner in fee simple absolute of that portion of the Lands described, free and clear of all registrations and encumbrances, on or after the closing of the transaction contemplated by the Sale Agreement.

SCHEDULE "A"

Court File No. 03-CL-5145

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY, THE 18TH
	)	
JUSTICE FARLEY	)	DAY OF JUNE, 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 June 18, 2004, the Court approved the agreement of purchase and sale made as of June 4, 2004 (the "Sale Agreement") between Ivaco Inc. and 1039028 Ontario Inc. (the "Vendor") and City of Toronto Economic Development Corporation (the "Purchaser") and provided for the vesting of the Purchased Assets 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 Balance of the Purchase Price for the Purchased Assets; (ii) that all of the conditions to Closing of the Sale Agreement have been satisfied or waived; and (iii) the transaction has been completed in accordance with the provisions of the Sale Agreement.

C. Unless otherwise indicated herein, terms with initial capitals have the meaning set out in the Sale Agreement.

THE MONITOR HEREBY CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. All of the conditions to Closing under the Sale Agreement have been satisfied or waived in accordance with the Sale Agreement; and

3. The transaction has been completed in accordance with the provisions of the Sale Agreement.

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 "B"

MUNICIPAL AND LEGAL DESCRIPTION

PIN # 07600-0168(LT)

Being Lots D, F, & W, Plan 1043; Lot O, Plan 1043; Part of Ninth Street, Plan 1101, closed by by-law No. NT22959 as in Instrument No. NT24483; Lots X and Y, Plan 2576; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38, Block 11, Plan 1101; Part of Lots 13 and 28, Block 11, Plan 1101; Part of Lot B, Plan 2084, as in Instruments Nos. NT6023, NT17660 and NT30021; Part of Tenth Street, Plan 1101 closed by By-Law No. NT6064 and NT6355 as in Instrument Nos. NT6105 and NT30021; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Block 12, Plan 1101; Part of Lots 13 and 28, Block 12, Plan 1101; Part of Lane in Block 12, Plan 1101, closed by by-law No. NT6064 as in Instrument No. NT6105; Part of Eleventh Street, Plan 1101 closed by By-Law NT6064 and NT30191 as in Instrument Nos. NT6105 and NT30192; Block A, Reserved, Plan 1101; Part of Thirteenth Street, Plan 1101, closed by by-law No. NT22960 as in Instrument No. NT24488; subject to the interest, if any, of the Municipality as to Lot 0, Plan 1043; subject to Instrument Nos. NT24483, NT24485, NT24486, NT24487 and NT24488; subject to and together with the matters set out in Instrument No. NT30021; subject to Instruments Nos. NT24489 and NT30022, Etobicoke, in the City of Toronto, known municipally as 260 Eighth Street, Toronto, Ontario, and containing 38.8 acres of land, more or less

Being all of the said PIN

The Land Titles Division of the Toronto Registry Office (No.66)

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"

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Ontario
Superior Court of Justice

Proceeding Commenced at Toronto

VESTING ORDER
(Arrowhead Property)

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Solicitors for the Applicants

IN THE MATTER OF the *Companies' Creditors Arrangement Act*
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