Court File No. 03-CL-5145

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE Mr.	)	TUESDAY, THE 11TH
	)	
JUSTICE GROUND	)	DAY OF MAY, 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
(Chambly Property)

THIS MOTION, made by Ivaco Inc. and the Applicants for an Order, in respect of the Consolidated and Restated Offer to Purchase made and accepted as of March 25, 2004 between Ivaco Inc. (the "Vendor") and Tenant Steel Services Ltd. (the "Purchaser") (the "Sale Agreement"), vesting in the Purchaser the Entire Property (as defined in the Sale Agreement), conditional upon the completion of the sale of the Entire Property as contemplated in the Sale Agreement was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Ninth Report of the Monitor dated May 6, 2004 and on hearing the submissions of counsel for the Applicants, the Monitor and others.

1. **THIS COURT ORDERS AND DECLARES** that upon the Purchase Price (as defined in the Sale Agreement) having been paid in accordance with the Sale Agreement, all conditions to Closing with respect to the sale of the Entire Property (as

such terms are defined in the Sale Agreement) having been satisfied or waived, and the filing with this Court of a Monitor's certificate substantially in the form appearing at Schedule "A" hereto (the "Monitor's Certificate"), confirming that the sale of the Entire Property has been completed in accordance with the provisions of the Sale Agreement, the Entire Property, including the property described in Schedule "B" hereto being the real property owned by the Vendor and municipally known as 2000 Industriel Blvd., Chambly, Quebec (the "Property"), shall be vested absolutely in the Purchaser, its successors and assigns, free and clear of and from any and all rights, interests, hypothecs, security interests (whether contractual, statutory, or otherwise), mortgages, estate, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, assignments, executions, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent) or other claims or encumbrances, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Farley dated September 16, 2003, as amended; and (ii) all charges, hypothecs, security interests or claims registered against title to the Entire Property including specifically the charge registered against title to the Property in favour of La Caisse Centrale Desjardins du Quebec (all of which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Entire Property are hereby expunged and discharged as against the Entire 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 title to the Entire Property, as set out in this Order, have been satisfied.

2. **THIS COURT ORDERS** that the sale proceeds from the Sale Agreement shall stand in the place and stead of the Entire Property and that all Claims and Encumbrances shall attach to the sale proceeds in the hands of the Applicants with the same priority as they had with respect to the Entire Property.

3. **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 *Bankruptcy and Insolvency Act* in respect of the Vendor (or either of them) and any Receiving Order issued pursuant to any such Petitions;

the vesting of the Entire Property in the Purchaser pursuant to this Order will 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).

4. **THIS COURT ORDERS** that upon the Monitor's Certificate being filed and upon the Monitor being satisfied (based on a legal opinion from its counsel) as to the enforceability of the security of the National Bank of Canada, the net proceeds received pursuant to the Sale Agreement shall be paid to the National Bank of Canada.

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 of administrative body in any province or territory of Canada, any federal court or administrative body in the United States of America and in any other jurisdiction where such aid and recognition is necessary or desirable in order to assist the Applicants' Monitor or the Purchaser or to act in aid of and be complimentary to this Court in carrying out the terms of this Order.

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

MAY 1 7 2004

PER/PAR:

SCHEDULE "A"

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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 May 11, 2004, the Court approved the Consolidated and Restated Offer to Purchase made and accepted as of March 25, 2004 between Ivaco Inc. (the "Vendor") and Tenant Steel Services Ltd. (the "Purchaser") (the "Sale Agreement"), and provided for the vesting of the Entire Property in the Purchaser, which vesting is to be effective with respect to the Entire Property upon the filing of a certificate confirming (i) the payment by the Purchaser 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 Entire Property 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

2000 Industriel Boulevard, Chambly, Quebec

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 Toront

VESTING ORDER
(Chambly Property)

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