

# SUPERIOR COURT

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

NO: 500-11-026779-054

DATE: March 29, 2006

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**PRESENT:** The Honourable Daniel H. Tingley

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**IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT  
OF:**

**MINCO-DIVISION CONSTRUCTION INC.**

-and-

**SLEB 1 INC.**

Petitioners

-and-

**LITWIN BOYADJIAN INC.**

Monitor

-and-

**RSM RICHTER INC.**

Interim Receiver

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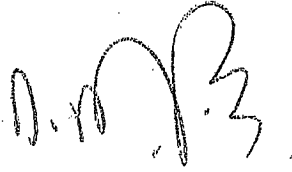
## ORDER

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- [1] **CONSIDERING** the Petitioners' Motion to Further Extend the Stay Termination Date and for Other Measures;
- [2] **CONSIDERING** the representations made by Counsel present;
- [3] **FOR THESE REASONS, THE COURT:**
- [4] **GRANTS** the present Motion;

- [5] **DECLARES** that the delay for service of the present Motion is hereby abridged such that the present Motion is properly presentable and that any requirement for additional notice or service of the present Motion is hereby dispensed with;
- [6] **ORDERS** that the Initial Order dated November 3, 2005, remains in full force and effect and that the Stay Termination Date (as defined in paragraph 8 of the Initial Order) be extended until and including midnight on June 30, 2006;
- [7] **DECLARES** that the Petitioners are hereby authorized and empowered to borrow from the DIP Lender, the Canadian Imperial Bank of Commerce, under and subject to the terms and conditions of the Third Revised Term Sheet, Exhibit MS-11, and to execute the additional security contemplated therein;
- [8] **DECLARES** that the Third Revised Term Sheet, Exhibit MS-11, is hereby approved in accordance with its terms and that all rights, recourses and remedies of the DIP Lender under the Initial Order shall apply thereto *mutatis mutandis*;
- [9] **DECLARES** that the DIP Charge and the DIP Security, as such terms are defined in the Initial Order, shall be increased to the sum of \$6,000,000 and that all terms, conditions and priorities attached to the DIP Charge and to the DIP Security shall continue to apply for all legal purposes as if more fully recited herein;
- [10] **DECLARES** that the marketing process for the Project envisaged in the Order rendered this day varying the powers of the Interim Receiver commence immediately or as soon as determined by the Interim Receiver;
- [11] **ORDERS** that a creditors' committee consisting of three (3) representatives of creditors benefitting from legal hypothecs (the «**Committee**») be constituted immediately and that the Interim Receiver disclose reasonable information to the Committee regarding the marketing process, a summary of the conditions of the offers received and other developments in the present CCAA Proceedings, the whole within a period of forty-eight (48) hours from the reception of the aforementioned information and subject to confidentiality concerns that may be determined by the Interim Receiver and declared to the Committee and further subject to the right of the Committee to seek a further Order from this Court expanding its role, if necessary;
- [12] **DECLARES** that the Orders rendered this day are without prejudice to the rights and recourses of creditors in respect of the proofs of claim filed;
- [13] **DECLARES** the Orders to be rendered pursuant hereto executory notwithstanding any appeal;

[14] THE WHOLE without costs.



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Daniel H. Tingley, J.S.C.

**COPIE CONFORME**



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