

SUPERIOR COURT

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NO: 500-11-026779-054

DATE: January 27, 2006

PRESENT: The Honourable Daniel H. Tingley

**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

ORDER

- [1] **CONSIDERING** the Petitioners' Motion to Extend the Stay Termination Date and for Other Relief;
- [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 March 10, 2006;
- [7] **ORDERS** that the I.R. Order dated November 3, 2005, remains in full force and effect until and including midnight on March 10, 2006 or until further order of this Court
- [8] **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 Revised Term Sheet, Exhibit MS-7 and to execute the additional security contemplated therein;
- [9] **DECLARES** that the Revised Term Sheet, Exhibit MS-7, 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*;
- [10] **DECLARES** that the DIP Charge and the DIP Security, as such terms are defined in the Initial Order, shall be increased from the sum of \$3,000,000 to the sum of \$4,200,000 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;
- [11] **DECLARES** that the Administration Charge, as such term is defined in the Initial Order, shall be increased from the sum of \$250,000 to the sum of \$310,000 and that all terms, conditions and priorities attached to the Administration Charge shall continue to apply for all legal purposes as if more fully recited herein;
- [12] **DECLARES** the Orders to be rendered pursuant hereto executory notwithstanding any appeal;
- [13] **DECLARES** that the foregoing Orders and Declarations do not affect the rights and obligations of the creditors of the Debtor in respect of their claims against the Debtor;

[14] THE WHOLE without costs, ~~save and except in case of contestation~~

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COPIE CONFORME

Jules Guerin
Greffier adjoint



Daniel H. Tingley, J.S.C.