

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camrose Pipe Company		03/30/2005	PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	Canadian National Steel Corporation		
Street Address:	5302 - 39 Street		
City:	Camrose, Alberta		
State/Country:	CANADA		
Postal Code:	T4V 2N8		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2139639	CAMPIPE	
CORRESPONDENCE DATA			
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DOMESTIC REPRESENTATIVE			
Name:			
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Address Line 2:			

CH \$40.00 2139639

Address Line 3:

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NAME OF SUBMITTER:	Gary D. Krugman
Signature:	/Gary D. Krugman/
Date:	02/14/2008

Total Attachments: 51

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PURCHASE AGREEMENT

BETWEEN

CANADIAN NATIONAL STEEL CORPORATION

AND

STELCAM HOLDINGS INC.

MADE AS OF

March 30, 2005

**McCarthy Tétrault LLP
Schwabe, Williamson & Wyatt P.C./Field LLP**

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PURCHASE AGREEMENT

THIS AGREEMENT is made as of March 30, 2005

BETWEEN

CANADIAN NATIONAL STEEL CORPORATION, a corporation incorporated under the laws of the Province of Alberta (the "Purchaser"),

- and -

STELCAM HOLDINGS INC., a corporation incorporated under the laws of the Province of Alberta (the "Vendor").

RECITALS

1. The Vendor is the owner of a 40% interest in the Partnership.
2. On January 29, 2004, Stelco Inc., the parent of the Vendor, together with certain of its other subsidiaries (collectively, the "Applicants") obtained the Initial Order commencing the CCAA Proceeding.
3. Ernst & Young Inc. has been appointed as the Court-appointed monitor of the Applicants (the "Monitor") pursuant to the Initial Order in respect of the CCAA Proceeding.
4. On October 19, 2004, the Court granted the Capital Process Order, which order, among other things, contemplates the sale of non-core assets of Stelco Inc., including the Vendor's interest in the Partnership.
5. The Purchaser owns a 60% interest in the Partnership and the business of the Partnership is managed by the Purchaser and Camrose Pipe Corporation, a Delaware corporation and parent of the Purchaser.
6. The Vendor desires to sell and the Purchaser desires to purchase the interest of the Vendor in the Partnership upon and subject to the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, including its recitals and schedules, as amended from time to time.

“Applicable Law” means

- (i) any applicable domestic or foreign law including any statute, subordinate legislation or treaty, and
- (ii) any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or decree of a Governmental Authority having the force of law.

“Approval Order” means an order of the Court approving the sale of the Partnership Interest by the Vendor to the Purchaser pursuant to the terms of this Agreement and amending the Capital Process Order and any other orders in the CCAA Proceeding as may be necessary in connection therewith.

“Books and Records” means all personnel records, inspection records and other records, books, documents and data bases recorded or stored by means of any device, including in electronic form, relating primarily to the Partnership Interest as are in the possession or under the control of the Vendor.

“Business” means the business at present and heretofore carried on by the Partnership.

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in Toronto, Ontario.

“Capital Process Order” means the order of the Court made October 19, 2004 approving a capital raising and asset sale process for Stelco Inc., as amended.

“CCAA Proceeding” means the proceeding pursuant to the *Companies’ Creditors Arrangement Act* (Canada) commenced by the Applicants pursuant to the terms of the Initial Order.

“Claims” means all losses, damages, expenses, liabilities (whether accrued, actual, contingent, latent or otherwise), interest, penalties, costs, claims, complaints and demands of whatever nature or kind including all legal fees and costs on a solicitor and client basis.

“Closing Date” means March 30, 2005 or such other date as may be agreed to in writing between the Vendor and the Purchaser.

“Court” means the Ontario Superior Court of Justice.

“Escrow Agreement” means an escrow agreement in the form set out in Schedule 6.03(h).

“Governmental Authority” means any domestic or foreign legislative, executive, judicial or administrative body or person having or purporting to have jurisdiction in the relevant circumstances.

“Initial Order” means the order obtained from the Court dated January 29, 2004, as amended, commencing the CCAA Proceeding.

“Monitor” has the meaning set out in Recital 3.

“**Partnership**” means Camrose Pipe Company, a partnership organized under the *Partnership Act* (Alberta) pursuant to the Partnership Agreement.

“**Partnership Agreement**” means the Partnership Agreement made as of January 2, 1992 between Camrose Pipe Corporation and the Vendor, as amended.

“**Partnership Interest**” means all of the right, title and interest of the Vendor in and to the Partnership including, without limitation, the assets of the Partnership of every kind and description and wheresoever situate.

“**Purchase Price**” has the meaning set out in Section 2.02.

“**Survival Date**” means the date that is six months after the Closing Date.

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Time of Closing**” means 11:00 a.m. (Eastern Standard Time) on the Closing Date.

1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing”.

1.04 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.05 **Currency**

All references to currency herein are to lawful money of Canada.

1.06 **Schedules**

The following are the Schedules to this Agreement:

- 3.01(d)(iv) - Consents
- 5.02(1)(c) - Steel Supply Agreement
- 6.03(g) - Opinion of Vendor's Counsel
- 6.03(h) - Escrow Agreement
- 6.04(d) - Opinion of Purchaser's Counsel

ARTICLE 2 - SALE AND PURCHASE

2.01 Purchase and Sale of Partnership Interest

Subject to the terms and conditions of this Agreement, at the Time of Closing, the Vendor will sell the Partnership Interest to the Purchaser and the Purchaser will purchase the Partnership Interest from the Vendor.

2.02 Purchase Price

The purchase price payable to the Vendor for the Partnership Interest (such amount being hereinafter referred to as the "Purchase Price") will be \$22.5 million (Canadian).

2.03 Payment of Purchase Price

The Purchase Price will be payable by wire transfer at the Time of Closing of immediately available funds to an account specified by the Escrow Agent (as defined in the Escrow Agreement) pursuant to the Escrow Agreement. The Purchase Price will be released in accordance with the terms of the Escrow Agreement.

2.04 Assumption of Obligations and Liabilities

The Vendor will have no liability after the Time of Closing for, and the Purchaser will assume, fulfill and perform the obligations and liabilities of the Vendor as a general partner of the Partnership resulting from the Purchaser's (or Camrose Pipe Corporation's or any of its affiliates') management of the business of the Partnership prior to and after the Time of Closing.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.01 Vendor's Representations and Warranties

The Vendor represents and warrants to the Purchaser that:

- (a) The Vendor is a corporation duly incorporated, organized and subsisting under the laws of the Province of Alberta.
- (b) Subject to receipt of the Approval Order and the consents listed on Schedule 3.01(d)(iv), the Vendor has all necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder and this Agreement

constitutes a valid and legally binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms.

- (c) The shareholder and director of the Vendor have approved the execution, delivery and performance of this Agreement and the sale and transfer of the Partnership Interest to the Purchaser.
- (d) Subject to receipt of the Approval Order and the consents listed on Schedule 3.01(d)(iv), the signing and delivery of this Agreement by Vendor and the performance by Vendor of all of Vendor's obligations under this Agreement will not:
 - (i) conflict with Vendor's articles of incorporation or bylaws;
 - (ii) breach any agreement to which Vendor is a party, or give any person the right to accelerate any obligation of the Vendor;
 - (iii) violate any Applicable Law, judgment, or order to which Vendor is subject; or
 - (iv) require the consent, authorization, or approval of any person, including but not limited to any Governmental Authority.
- (e) Prior to Closing, subject to obtaining the Approval Order and the consents listed on Schedule 3.01(d)(iv) and at the Time of Closing, without such qualification:
 - (i) the Vendor will be the sole registered and beneficial owner of the Partnership Interest free and clear of any liens, charges, encumbrances or rights of others (other than the rights of the Purchaser hereunder); and (ii) there will be no contract, option or other right of another binding upon or which at any time in the future may become binding upon the Vendor to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber the Partnership Interest, other than pursuant to this Agreement.
- (f) The Vendor is not a non-resident person within the meaning of section 116 of the Tax Act.

3.02 **Survival of Vendor's Representations, Warranties and Covenants**

(1) The representations and warranties of the Vendor set forth in Section 3.01 will survive the completion of the sale and purchase of the Partnership Interest. However, the Vendor will not be liable to the Purchaser for any inaccuracy or misrepresentation in any representation or warranty set forth in Section 3.01 after the Survival Date, except with respect to the representations and warranties set forth in Section 3.01(e) to which no Survival Date will apply.

(2) The covenants of the Vendor set forth in this Agreement will survive the completion of the sale and purchase of the Partnership Interest herein provided for and, notwithstanding such completion, will continue in full force and effect for the benefit of the Purchaser in accordance with the terms of this Agreement.

3.03 **Purchaser's Representations and Warranties**

The Purchaser represents and warrants to the Vendor that:

- (a) The Purchaser is a corporation duly incorporated, organized and subsisting under the laws of the Province of Alberta and has all the necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder.
- (b) The Purchaser has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the transactions to be completed by the Purchaser contemplated hereunder.
- (c) This Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.
- (d) The signing and delivery of this Agreement by Purchaser and the performance by Purchaser of all of Purchaser's obligations under this Agreement will not:
 - (i) conflict with Purchaser's certificate of incorporation or bylaws;
 - (ii) breach any agreement to which Purchaser is a party, or give any person the right to accelerate any obligation of Purchaser;
 - (iii) violate any Applicable Law, judgment, or order to which Purchaser is subject; or
 - (iv) require the consent, authorization, or approval of any person, including but not limited to any Governmental Authority.
- (e) The Purchaser is a WTO Investor within the meaning of the Investment Canada Act.
- (f) The Purchaser has, or prior to the Closing Date will have, sufficient funds to enable it to pay the Purchase Price and all other amounts payable by it in connection with this Agreement and the transactions contemplated hereby.

3.04 **Survival of Purchaser's Representations, Warranties and Covenants**

(1) The representations and warranties of the Purchaser set forth in Section 3.03 will survive the completion of the sale and purchase of the Partnership Interest. However, the Purchaser will not be liable to the Vendor for any inaccuracy or misrepresentation in any representation or warranty set forth in Section 3.03 after the Survival Date.

(2) The covenants of the Purchaser set forth in this Agreement will survive the completion of the sale and purchase of the Partnership Interest herein provided for and, notwithstanding such completion, will continue in full force and effect for the benefit of the Vendor in accordance with the terms of this Agreement.

3.05 **“As Is, Where Is”**

The Purchaser acknowledges that it is purchasing the Partnership Interest on an “as is, where is” basis and on the basis that the Purchaser is familiar with and manages the assets of the Partnership and will accept the same at the Time of Closing in their then current state, condition and location. Except as otherwise expressly provided in this Agreement, no representation, warranty or condition whether statutory, expressed or implied, oral or written, legal, equitable, conventional, collateral or otherwise will be given by the Vendor as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, quantity, condition, quality, suitability, durability, assignability, or marketability of any assets of the Business or any other matter or thing whatsoever, and all of the same are expressly excluded. The Purchaser acknowledges and agrees that it has inspected the Business and has relied on its own investigations as to the matters set out above and in determining to purchase the Partnership Interest pursuant to this Agreement.

ARTICLE 4 - COVENANTS

4.01 **Covenants of the Vendor**

The Vendor will ensure that the representations and warranties of the Vendor set out in Section 3.01 over which the Vendor has reasonable control are true and correct at the Time of Closing and that the conditions of closing for the benefit of the Purchaser set out in Section 5.01(1) over which the Vendor has reasonable control have been performed or complied with by the Time of Closing.

4.02 **Covenants of the Purchaser**

(1) The Purchaser will ensure that the representations and warranties of the Purchaser set out in Section 3.03 over which the Purchaser has reasonable control are true and correct at the Time of Closing and that the conditions of closing for the benefit of the Vendor set out in Section 5.02(1) over which the Purchaser has reasonable control have been performed or complied with by the Time of Closing.

(2) The Purchaser will comply with the *Personal Information Protection Act* (Alberta) in respect of the Books and Records, contracts and any other business and financial records related to the Business.

4.03 **Cooperation on Tax Matters**

The Vendor and the Purchaser will furnish or cause to be furnished to each other, each at its own expense, as promptly as practicable, such information and assistance, and provide additional information and explanations of any material provided, relating to the Partnership Interest as is reasonably necessary for the filing of any tax returns, for the preparation of any audit, and for the prosecution or defence of any claim, suit or proceeding relating to any adjustment or proposed adjustment with respect to taxes.

ARTICLE 5 - CONDITIONS

5.01 Conditions for the Benefit of the Purchaser

(1) The sale by the Vendor and the purchase by the Purchaser of the Partnership Interest is subject to the following conditions, which are for the exclusive benefit of the Purchaser and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Vendor set forth in Section 3.01 will be true and correct at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Vendor will have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Vendor at or prior to the Time of Closing;
- (c) there will have been obtained from all appropriate Governmental Authorities and other persons such approvals or consents as are required to permit the change of ownership of the Partnership Interest, including those listed on Schedule 3.01(d)(iv);
- (d) all nominees of the Vendor on the Management Committee of the Partnership specified by the Purchaser will resign;
- (e) the Vendor and the nominees of the Vendor on the Management Committee who have been asked to resign will release the Partnership from any and all possible claims against the Partnership arising from any act, matter or thing arising at or prior to the Time of Closing;
- (f) all necessary steps and proceedings will have been taken to permit the Partnership Interest to be duly and regularly transferred to and registered in the name of the Purchaser;
- (g) the Vendor will have delivered or caused to be delivered to the Purchaser each of items listed in Section 6.03;
- (h) no action or proceeding will be pending to restrain, enjoin or prohibit the purchase and sale of the Partnership Interest; and
- (i) the Approval Order will have been granted by the Court and such order will not have been stayed, varied, set aside or appealed and no motion seeking any relief will have been served or be pending as of the Time of Closing.

(2) In case any term or covenant of the Vendor or condition to be performed or complied with for the benefit of the Purchaser at or prior to the Time of Closing has not been performed or complied with at or prior to the Time of Closing, the Purchaser, without limiting any other right that the Purchaser has, may at its sole option either

- (a) rescind this Agreement by notice to the Vendor, and in such event the Purchaser will be released from all obligations hereunder; or

- (b) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part;

and, if the Purchaser rescinds this Agreement pursuant to Section 5.01(2)(a), the Vendor will also be released from all obligations hereunder unless the term, covenant or condition for which the Purchaser has rescinded this Agreement was one that the Vendor had covenanted, pursuant to Section 4.01, to ensure had been performed or complied with, in which event the Vendor will be liable to the Purchaser for any Claims incurred by the Purchaser directly or indirectly as a result of such breach.

5.02 **Conditions for the Benefit of the Vendor**

(1) The sale by the Vendor and the purchase by the Purchaser of the Partnership Interest is subject to the following conditions, which are for the exclusive benefit of the Vendor and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Purchaser set forth in Section 3.03 will be true and correct at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Purchaser will have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Purchaser at or prior to the Time of Closing;
- (c) there will be a steel supply agreement entered into between the Partnership, Oregon Steel Mills, Inc. and Stelco Inc. substantially in the form set out in Schedule 5.02(1)(c);
- (d) the Purchaser will have delivered or caused to be delivered to the Vendor each of the items listed in Section 6.04;
- (e) the Monitor will have consented to the transaction contemplated by this Agreement;
- (f) the Existing Stelco Lenders and the DIP Lenders (as such terms are defined in the Initial Order) will have consented to the transaction contemplated by this Agreement;
- (g) no action or proceeding will be pending to restrain, enjoin or prohibit the purchase and sale of the Partnership Interest; and
- (h) the Approval Order will have been granted by the Court and such order will not have been stayed, varied, set aside or appealed and no motion seeking any relief will have been served or be pending as of the Time of Closing.

(2) In case any term or covenant of the Purchaser or condition to be performed or complied with for the benefit of the Vendor at or prior to the Time of Closing has not been

performed or complied with at or prior to the Time of Closing, the Vendor, without limiting any other right that the Vendor has, may at its sole option either:

- (a) rescind this Agreement by notice to the Purchaser, and in such event the Vendor will be released from all obligations hereunder, or
- (b) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part

and, if the Vendor rescinds this Agreement pursuant to Section 5.02(2)(a), the Purchaser will also be released from all obligations hereunder unless the term, covenant or condition for which the Vendor has rescinded this Agreement was one that the Purchaser had covenanted, pursuant to Section 4.02 to ensure had been performed or complied with, in which event the Purchaser will be liable to the Vendor for any Claims incurred by the Vendor directly or indirectly as a result of such breach. In that event, the Partnership Interest may be resold by the Vendor and all money paid by the Purchaser under this Agreement will be forfeited on account of liquidated damages.

ARTICLE 6 - CLOSING ARRANGEMENTS

6.01 Closing

The sale and purchase of the Partnership Interest will be completed at the Time of Closing at the offices of McCarthy Tétrault LLP, Suite 4700, Toronto Dominion Bank Tower, Toronto-Dominion Centre, Toronto, Ontario M5K 1E6.

6.02 Examination of Records and Business

(1) The Vendor will make available to the Purchaser and its authorized representatives all data bases recorded or stored by means of any device, including in electronic form, title documents and contracts in its possession or under its control relating to the Partnership Interest. The Vendor will make available to the Purchaser and its authorized representatives for examination the Books and Records. The exercise of any rights of access or inspection by or on behalf of the Purchaser under this Section 6.02(1) will not affect or mitigate the covenants, representations and warranties of the Vendor in this Agreement which will continue in full force and effect as provided in this Agreement.

(2) Both prior to the Closing Date and, if the sale and purchase of the Partnership Interest hereunder fails to occur for whatever reason, thereafter the Purchaser will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning the Vendor or the Business obtained by the Purchaser pursuant hereto, will hold all such information in the strictest confidence and, if the sale and purchase of the Partnership Interest hereunder fails to occur for whatever reason, will return all documents, records and all other information or data relating to the Vendor or to the Business which the Purchaser obtained pursuant to this Agreement.

(3) From and after the Closing Date the Vendor will not disclose to anyone or use for any purpose any confidential information concerning the Business purchased by the Purchaser pursuant to this Agreement and will hold all such information in the strictest confidence.

6.03 **Vendor's Closing Deliveries**

On or before the Time of Closing, the Vendor will deliver or cause to be delivered to the Purchaser the following:

- (a) a certificate executed by a senior officer of the Vendor confirming that the representations and warranties of the Vendor in Section 3.01 are true and correct as of the Time of Closing and that the obligations of the Vendor to be performed prior to the Time of Closing have been performed;
- (b) a certificate signed by the secretary of Vendor certifying:
 - (i) that the constating documents and bylaws of Vendor attached to the certificate are complete and accurate as of the date of this Agreement;
 - (ii) that the resolution of the shareholder of the Vendor authorizing the sale of the Partnership Interest, a copy of which will be attached to the certificate, is in full force and effect as of the Closing Date; and
 - (iii) to the incumbency and signatures of the officers of the Vendor signing this Agreement and any other agreement or document relating to the sale of the Partnership Interest.
- (c) a copy of the issued and entered Approval Order;
- (d) resignations of all nominees of the Vendor on the Management Committee of the Partnership pursuant to Section 5.01(1)(d);
- (e) executed releases of the Vendor and all of its nominees on the Management Committee pursuant to Section 5.01(1)(e);
- (f) a general conveyance of the Partnership Interest;
- (g) an opinion letter signed by the Vendor's counsel, in the form set out in Schedule 6.03(g);
- (h) the Escrow Agreement; and
- (i) such other documents and instruments evidencing compliance with the provisions hereof as may be reasonably requested by counsel to the Purchaser.

6.04 **Purchaser's Closing Deliveries**

On or before the Time of Closing, the Purchaser will deliver or cause to be delivered to the Vendor the following:

- (a) the payment of the Purchase Price as contemplated by Section 2.03 to be held on the terms of the Escrow Agreement;

- (b) an assumption by the Purchaser of certain obligations and liabilities of the Vendor pursuant to Section 2.04 in the general conveyance referred to in Section 6.03(f);
- (c) a certificate executed by a senior officer of the Purchaser confirming that the representations and warranties of the Purchaser in Section 3.03 are true and correct as of the Time of Closing and that the obligations of the Purchaser to be performed prior to the Time of Closing have been performed;
- (d) an opinion letter signed by Purchaser's counsel, in the form set out in Schedule 6.04(d);
- (e) the Escrow Agreement; and
- (f) such other documents and instruments evidencing compliance with the provisions hereof as may be reasonably requested by counsel to the Vendor.

ARTICLE 7 - INDEMNIFICATION

7.01 Vendor's Indemnification.

The Vendor will defend and indemnify the Purchaser and each present and future shareholder, director, member, manager, partner, officer, and authorized representative of Purchaser for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to solicitor client costs on a full indemnity basis, resulting from or arising out of, subject to the provisions of Section 3.02, the Vendor's breach of any representation, warranty, covenant, or other obligation of Vendor in this Agreement or any other agreement or document relating to the transfer of the Partnership Interest.

7.02 Purchaser's Indemnity.

The Purchaser will defend and indemnify the Vendor and each present and future shareholder, director, member, manager, partner, officer, and authorized representative of Vendor for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to solicitor client costs on a full indemnity basis, resulting from or arising out of, subject to the provisions of Section 3.04, Purchaser's breach of any representation, warranty, covenant, or other obligation of Purchaser in this Agreement or any other agreement or document relating to the transfer of the Partnership Interest.

ARTICLE 8 - GENERAL

8.01 Further Assurances

Each of the Vendor and the Purchaser will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

8.02 **Time of the Essence**

Time is of the essence of this Agreement.

8.03 **Fees and Commissions**

Each of the Vendor and the Purchaser will pay its respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses whatsoever and howsoever incurred and will indemnify and save harmless the other from and against any Claim for any broker's, finder's or placement fee or commission alleged to have been incurred as a result of any action by it in connection with the transactions under this Agreement.

8.04 **Public Announcements**

Except as required by law or as determined by the Vendor or Monitor to be necessary or desirable in the CCAA Proceeding, no public announcement or press release concerning the sale and purchase of the Partnership Interest may be made by the Vendor or the Purchaser without the prior consent and joint approval of the Vendor and the Purchaser.

8.05 **Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the parties hereto.

8.06 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and such agreement cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

8.07 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

8.08 **Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other, except that Purchaser may assign this Agreement to a subsidiary or affiliate without the consent of Vendor. The Purchaser will perform the obligations of any assignee of the Purchaser under this Agreement to the extent that they are not performed by the such assignee.

8.09 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

To the Vendor:

Stelco Inc.
P.O. Box 2030
Hamilton, Ontario
L8N 3T1

Fax: (905) 577-4426
Attention: President

with a copy to:

McCarthy Tétrault LLP
Suite 4700
Toronto Dominion Bank Tower
Toronto-Dominion Centre
Toronto, Ontario
M5K 1E6

Fax: (416) 868-0673
Attention: G. Blair Cowper-Smith

To the Monitor:

Ernst & Young Inc.
Ernst & Young Tower
Toronto-Dominion Centre
P.O. Box 251
Toronto Ontario
M5K 1J7

Fax: (416) 943-3300
Attention: Alex Morrison

To the Purchaser:

Canadian National Steel Corporation
1000 Broadway Building
Suite 2200
Portland, Oregon, 97205
Fax : (503) 240-5282
Attention: L. Ray Adams

with a copy to:

Schwabe Williamson & Wyatt, P.C.
1211 SW Fifth Ave, Suites 1600-1900
Portland, OR 97204-3795

Fax: (503) 796-2900
Attention: Carmen M. Calzacorta

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

8.10 **Remedies Cumulative**

The right and remedies of the parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

8.11 **No Third Party Beneficiaries**

Except as provided in Section 8.05, this Agreement is solely for the benefit of

- (a) the Vendor, and its successors and permitted assigns, with respect to the obligations of the Purchaser under this Agreement; and
- (b) the Purchaser, and its successors and permitted assigns, with respect to the obligations of the Vendor under this Agreement.

and this Agreement will not be deemed to confer upon or give to any other person any remedy, claim, liability, reimbursement, cause of action or other right.

8.12 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

8.13 **Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Vendor and the Purchaser each attorns to the jurisdiction of the courts of the Province of Ontario.

8.14 **Appointment of Agent for Service**

The Purchaser nominates, constitutes and appoints Field LLP, Barristers and Solicitors, of the City of Edmonton, Alberta, its true and lawful agent to accept service of process and to receive all lawful notices in respect of any action arising under this Agreement (other than any notice that is to be given by one party to another pursuant to Section 8.09). Until due and lawful notice of the appointment of another and subsequent agent in the Province of Ontario has been given to and accepted by the Vendor, service of process or of papers and such notices will be accepted by the Purchaser as sufficient service.

8.15 **Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision will not affect the validity or enforceability of any other provision of this Agreement, all of which will be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction will not affect such provision validity or enforceability in any other jurisdiction.

8.16 **Acknowledgements**

The Purchaser acknowledges that Ernst & Young Inc. has consented to this Agreement solely acting in its capacity as the court-appointed monitor of the Vendor and not in its personal or corporate capacity.

8.17 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

8.18 **Facsimiles**

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

IN WITNESS WHEREOF the parties have executed this Agreement.

**CANADIAN NATIONAL STEEL
CORPORATION**

Per: _____

Per: _____

STELCAM HOLDINGS INC.

Per: _____

Per: _____

The undersigned hereby consents to the transactions contemplated hereunder.

**ERNST & YOUNG INC.,
in its capacity as court-appointed Monitor
of Stelco Inc., and not in its personal or
corporate capacity**

Per: _____

IN WITNESS WHEREOF the parties have executed this Agreement.

**CANADIAN NATIONAL STEEL
CORPORATION**

Per: 
Chief Financial Officer

Per: _____

STELCAM HOLDINGS INC.

Per: _____

Per: _____

The undersigned hereby consents to the transactions contemplated hereunder.

ERNST & YOUNG INC.,
in its capacity as court-appointed Monitor
of Stelco Inc., and not in its personal or
corporate capacity

Per: _____

**CANADIAN NATIONAL STEEL
CORPORATION**

Per: _____

Per: _____

STELCAM HOLDINGS INC.

Per:  _____

Per: _____

The undersigned hereby consents to the transactions contemplated hereunder.

**ERNST & YOUNG INC.,
in its capacity as court-appointed Monitor
of Stelco Inc., and not in its personal or
corporate capacity**

Per: _____

SCHEDULE 3.01(d)(iv)

CONSENTS

1. Approval Order
2. Existing Stelco Lenders (CIT Business Credit Canada Inc., General Electric Capital Canada Inc. and Fleet Capital Global Finance Inc.)
3. DIP Lenders(CIT Business Credit Canada Inc., General Electric Capital Canada Inc. and Fleet Capital Global Finance Inc.)

SCHEDULE 6.03(g)
OPINION OF VENDOR'S COUNSEL

March ____, 2005

Canadian National Steel Corporation,
1000 Broadway Building, Suite 2200,
Portland,
Oregon,
97205,
U.S.A.

Schwabe Williamson & Wyatt, P.C.,
1211 SW Fifth Avenue, Suites 1600-1900,
Portland,
Oregon,
97204-3795,
U.S.A.

Attention: L. Ray Adams

Attention: Carmen M. Calzacorta

Dear Sirs:

Re: Sale of Camrose Partnership Interest

We have acted as counsel to Stelcam Holdings Inc. (the "Vendor") in connection with the sale of its interest in Camrose Pipe Company to Canadian National Steel Corporation (the "Purchaser") pursuant to the Purchase Agreement made as of March ____, 2005 between the Purchaser and the Vendor (the "Purchase Agreement").

Unless otherwise defined in this letter, capitalized terms used in this letter have the same meaning as assigned to them in the Purchase Agreement.

This opinion is being provided to you pursuant to Paragraph 6.03(h) of the Purchase Agreement.

We have participated in the preparation of and examined an executed copy of the Purchase Agreement and the Escrow Agreement. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of the following documents:

- (a) a certificate of status relating to the Vendor dated March ____, 2005;
- (b) resolutions of the director and shareholder of the Vendor authorizing the execution, delivery and performance of its obligations under the Purchase Agreement and the Escrow Agreement; and
- (c) the issued and entered Approval Order.

We have also examined such public and corporate records, certificates, instruments and other documents and have made such searches, examined such statutes and regulations and considered such questions of law as we have deemed relevant and necessary as a basis for the opinions expressed in this letter.

In our examination of all documents, we have assumed:

- (d) the genuineness of all signatures on, and the authenticity and completeness of, all documents submitted to us, and the conformity to authentic original documents of all documents submitted to us as certified, photostat or similarly reproduced copies of such original documents;
- (e) the completeness, truth and accuracy of all facts set forth in the official public records, certificates and documents supplied by public officials or otherwise conveyed to us by public officials;
- (f) that the Purchaser has been duly incorporated and is validly existing under the laws of its jurisdiction of incorporation;
- (g) that the Purchaser has the corporate power and capacity to execute and deliver the Purchase Agreement and the Escrow Agreement and to perform its obligations thereunder;
- (h) that each of the Purchase Agreement and the Escrow Agreement has been duly authorized, executed and delivered by the Purchaser and that, other than in respect of the Vendor, each of the Purchase Agreement and the Escrow Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with its respective terms; and
- (i) that the Approval Order has not been staged, amended, varied, set aside or varied without our knowledge.

Our opinions below are expressed only with respect to the laws of the Province of Ontario (and, with respect to paragraph 1, the Province of Alberta) and the laws of Canada applicable in such province.

Based and relying upon the foregoing, and subject to the limitations and qualifications set forth below, we are of the opinion that:

1. The Vendor is a corporation validly subsisting under the laws of the Province of Alberta and has the corporate power and capacity to own its assets and to carry on its business.
2. The execution and delivery of and performance by the Vendor of its obligations under the Purchase Agreement and the Escrow Agreement does not:
 - (a) conflict with Vendor's articles of incorporation or by-laws;
 - (b) to the best of our knowledge, breach any agreement to which the Vendor is a party, or give any person the right to accelerate any obligation of the Vendor;
 - (c) to the best of our knowledge, violate any Applicable Law, judgment, or order to which the Vendor is subject; or
 - (d) require the consent, authorization or approval of any person, including but not limited to any Governmental Authority, other than those that have been obtained.

3. The Vendor has the necessary corporate power and authority to perform its obligations under each of the Purchase Agreement and the Escrow Agreement
4. All necessary corporate actions and proceedings have been taken by the Vendor to authorize the entering into and performance by it of the obligations under the Purchase Agreement and the Escrow Agreement.
5. All necessary proceedings have been taken by the Vendor to permit the due and valid sale and transfer to the Purchaser of the Partnership Interest in accordance with the provisions of the Purchase Agreement, including the requirement for approval of the Court and receipt of the Approval Order on March ____, 2005.
6. Each of the Purchase Agreement and the Escrow Agreement has been duly executed and delivered by the Vendor and constitutes a valid and binding obligation of the Vendor enforceable against it in accordance with its terms.
7. We have not been retained as counsel to the Vendor in connection with, nor to the best of our knowledge are there any, pending or threatened actions, arbitrations, audits, hearings, investigations, litigation, suits or other proceedings affecting the Partnership Interest other than the CCAA Proceedings.

The foregoing opinions are subject to the following limitations and qualifications:

- (a) enforceability may be limited by bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting the enforcement of creditor's rights;
- (b) a court may exercise discretion in the granting of equitable remedies such as specific performance and injunction;
- (c) enforceability may be limited by applicable laws regarding limitations of actions;
- (d) a court may decline to accept the factual and legal determinations of a party notwithstanding that a contract or instrument provides that the determinations of that party will be conclusive;
- (e) no opinion is given as to the enforceability of any term providing for the severance of illegal or unenforceable provisions from the remaining provisions of an agreement;
- (f) the recoverability of costs and expenses may be limited to those a court considers to be reasonably incurred and the costs and expenses incidental to all court proceedings are in the discretion of the court and the court has the discretion to determine by whom and to what extent these costs will be paid;
- (g) we express no opinion as to the enforceability of any provision that states that modifications, amendments or waivers are not binding unless in writing;

- (h) rights of indemnification may be limited under applicable law; and
- (i) the qualification of any opinion or statement with respect to the existence or absence of facts "to the best of our knowledge" means actual knowledge of the lawyers of the firm involved in the preparation of the Purchase Agreement or the Escrow Agreement without any independent investigation or inquiry.

This opinion is solely for the benefit of the addressees and not for the benefit of any other person. It may not be quoted, in whole or in part, or otherwise referred to or used for any purposes other than in connection with the transactions set forth and contemplated in the Purchase Agreement and the Escrow Agreement without our prior written consent.

Yours truly,

SCHEDULE 6.04(d)

OPINION OF PURCHASER'S COUNSEL

Field Draft: March 22nd, 2005

March ____, 2005

Stelcam Holdings Inc.,
c/o Stelco Inc.,
P.O. Box 1030,
Hamilton,
Ontario,
L8N 3T1.

McCarthy Tétrault LLP,
Suite 4700,
Toronto Dominion Bank Tower,
Toronto-Dominion Centre,
Toronto,
Ontario,
M5K 1E6.

ATTENTION: President

ATTENTION: G. Blair Cowper-Smith

Dear Sirs:

Re: Purchase of Camrose Partnership Interest from Stelcam Holdings Inc.

We have acted as counsel to Canadian National Steel Corporation (the "Purchaser") in connection with the purchase from Stelcam Holdings Inc. (the "Vendor") of its interest in Camrose Pipe Company pursuant to the Purchase Agreement made as of March ____, 2005 between the Purchaser and the Vendor (the "Purchase Agreement").

Unless otherwise defined in this letter, capitalized terms used in this letter have the same meaning as assigned to them in the Purchase Agreement.

This opinion is being provided to you pursuant to Paragraph 6.04(d) of the Purchase Agreement.

We have participated in the preparation of and examined an executed copy of the Purchase Agreement and the Escrow Agreement. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of the following documents:

- (a) a certificate of status relating to the Purchaser dated March ____, 2005; and
- (b) resolutions of the directors of the Purchaser authorizing the execution, delivery and performance of its obligations under the Purchase Agreement, the Escrow Agreement and the Restated and Amended Steel Supply Agreement, as the sole partner of Camrose Pipe Company.

We have also examined such public and corporate records, certificates, instruments and other documents and have made such searches, examined such statutes and regulations and considered

such questions of law as we have deemed relevant and necessary as a basis for the opinions expressed in this letter.

In our examination of all documents, we have assumed:

- (a) the genuineness of all signatures on, and the authenticity and completeness of, all documents submitted to us, and the conformity to authentic original documents of all documents submitted to us as certified, photostat or similarly reproduced copies of such original documents;
- (b) the completeness, truth and accuracy of all facts set forth in the official public records, certificates and documents supplied by public officials or otherwise conveyed to us by public officials;
- (c) that the Vendor has been duly incorporated and is validly existing under the laws of its jurisdiction of incorporation;
- (d) that the Vendor has the corporate power and capacity to execute and deliver the Purchase Agreement and the Escrow Agreement to which it is a party and to perform its obligations thereunder; and
- (e) that each of the Purchase Agreement and the Escrow Agreement has been duly authorized, executed and delivered by the Vendor and that, other than in respect of the Purchaser, each of the Purchase Agreement and the Escrow Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against it in accordance with its respective terms; and
- (f) that the Restated and Amended Steel Supply Agreement has been duly authorized, executed and delivered by each of Oregon Steel Mills, Inc. and Stelco Inc. and that the Restated and Amended Steel Supply Agreement constitutes a legal, valid and binding obligation of each of Oregon Steel Mills, Inc. and Stelco Inc. enforceable against each of them in accordance with its terms; and
- (g) that the Approval Order has not been staged, amended, varied, set aside or varied without our knowledge.

Our opinions below are expressed only with respect to the laws of the Province of Alberta and the laws of Canada applicable in such province.

Based and relying upon the foregoing, and subject to the limitations and qualifications set forth below, we are of the opinion that:

1. The Purchaser is a corporation validly subsisting under the laws of the Province of Alberta and has the corporate power and capacity to own its assets and to carry on its business.

2. The execution and delivery of and performance by the Purchaser of its obligations under the Purchase Agreement, the Escrow Agreement and the Restated and Amended Steel Supply Agreement does not:
 - (a) conflict with the Purchaser's articles of incorporation or bylaws;
 - (b) to the best of our knowledge, breach any agreement to which the Purchaser is a party, or give any person the right to accelerate any obligation of the Purchaser;
 - (c) to the best of our knowledge, violate any Applicable Law, judgment, or order to which the Purchaser is subject; or
 - (d) require the consent, authorization or approval of any person, including but not limited to any Governmental Authority, other than those that have been obtained.
3. The Purchaser has the necessary corporate power and authority to perform its obligations under each of the Purchase Agreement, the Escrow Agreement and the Restated and Amended Steel Supply Agreement.
4. All necessary corporate actions and proceedings have been taken by the Purchaser to authorize the entering into and performance by it of the obligations under the Purchase Agreement, the Escrow Agreement and the Restated and Amended Steel Supply Agreement.
5. Each of the Purchase Agreement, the Escrow Agreement and the Restated and Amended Steel Supply Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms.
6. The choice of Ontario law to govern the Purchase Agreement and the Escrow Agreement is a valid and effective choice of law which will be accepted by the Alberta courts.

The foregoing opinions are subject to the following limitations and qualifications:

- (a) enforceability may be limited by bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting the enforcement of creditor's rights;
- (b) a court may exercise discretion in the granting of equitable remedies such as specific performance and injunction;
- (c) enforceability may be limited by applicable laws regarding limitations of actions;
- (d) a court may decline to accept the factual and legal determinations of a party notwithstanding that a contract or instrument provides that the determinations of that party shall be conclusive;

- (e) no opinion is given as to the enforceability of any term providing for the severance of illegal or unenforceable provisions from the remaining provisions of an agreement;
- (f) the recoverability of costs and expenses may be limited to those a court considers to be reasonably incurred and the costs and expenses incidental to all court proceedings are in the discretion of the court and the court has the discretion to determine by whom and to what extent these costs shall be paid;
- (g) we express no opinion as to the enforceability of any provision that states that modifications, amendments or waivers are not binding unless in writing;
- (h) rights of indemnification may be limited under applicable law; and
- (i) the qualification of any opinion or statement with respect to the existence or absence of facts "to the best of our knowledge" means actual knowledge of the lawyers of the firm involved in the preparation of the Purchase Agreement, the Escrow Agreement or the Restated and Amended Steel Supply Agreement without any independent investigation or inquiry.

This opinion is solely for the benefit of the addressees and not for the benefit of any other person. It may not be quoted, in whole or in part, or otherwise referred to or used for any purposes other than in connection with the transactions set forth and contemplated in the Purchase Agreement, the Escrow Agreement and the Restated and Amended Steel Supply Agreement without our prior written consent.

Yours truly,

FIELD LLP

SCHEDULE 6.03(h)

ESCROW AGREEMENT

THIS AGREEMENT is made the 30th day of March, 2005.

AMONG:

CANADIAN NATIONAL STEEL CORPORATION,
a corporation incorporated
under the laws of the Province of Alberta
(the "Purchaser")

- and -

STELCAM HOLDINGS INC., a corporation incorporated under
the laws of the Province of Alberta (the "Vendor").

- and -

MCCARTHY TÉTRAULT LLP,
a limited liability partnership carrying on the practice of law
in the Province of Ontario ("McCarthy")

PREAMBLE:

1. The Purchaser and the Vendor are parties to a Purchase Agreement dated March 30, 2005 (the "Purchase Agreement");
2. The Purchaser and the Vendor desire to place the Purchase Price in escrow with McCarthy; and
3. McCarthy agrees to hold the Purchase Price in escrow on behalf of the Purchaser and the Vendor subject to the terms and conditions of this Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** In this Escrow Agreement, including the recitals and the Schedules, unless the context otherwise requires:

"Approval Order" has the meaning ascribed to such term in the Purchase Agreement.

"Business Day" has the meaning ascribed to such term in the Purchase

Agreement.

“**Closing Date**” has the meaning ascribed to such term in the Purchase Agreement.

“**Injunction Order**” means an order issued by the Ontario Superior Court of Justice prohibiting McCarthy from delivering or otherwise releasing the Purchase Price.

“**Purchase Price**” has the meaning ascribed to such term in the Purchase Agreement.

2. **Interest Purchase Price.** The Purchase Price shall be held in escrow by McCarthy and invested and deposited in a trust account with Toronto Dominion Bank. If any interest is earned on the Purchase Price which is credited to such investment, the interest shall be dealt with in the same manner as the Purchase Price. McCarthy makes no representation as to the yield available upon the Purchase Price, shall bear no liability for any failure to achieve the maximum possible yield from the Purchase Price and shall not be responsible for any failure of Toronto Dominion Bank. The Party receiving interest, if any, on the Purchase Price shall pay all income and other taxes applicable thereto or exigible thereon.

3. **Disposition of Purchase Price.** The Purchase Price shall be held in escrow by McCarthy at its office in the City of Toronto until the occurrence of any one of the following events:

- (a) McCarthy shall deliver the Purchase Price to the Vendor upon:
 - (i) expiration of the appeal period for the Approval Order with no appeals having been filed; or
 - (ii) final determination of all appeals of the Approval Order and the Approval Order has not been staged, amended, varied or set aside;
- (b) McCarthy shall deliver the Purchase Price to the Purchaser upon final determination of all appeals of the Approval Order and the Approval Order has been staged, amended, varied or set aside with the result that the Purchase Agreement has been amended, varied or set aside;
- (c) McCarthy is directed by a final judgment of the Ontario Superior Court of Justice as to the disposition of the Purchase Price; or
- (d) McCarthy resigns from its duties hereunder pursuant to Section 8 hereof.

4. **No Agency.** The parties hereto acknowledge that McCarthy shall not be deemed to be the agent of either the Purchaser or the Vendor in respect of the escrow herein referred to.

5. **Dispute.** If there is any dispute between the Purchaser and the Vendor with respect to the release of the Purchase Price by McCarthy, McCarthy may dispose of all of the Purchase

Price to the Ontario Superior Court of Justice in accordance with the Rules of Civil Procedure of the Ontario Superior Court of Justice respecting interpleader or in such other manner or on such other grounds as they may be directed in by the Court. McCarthy shall give written notice of any such disposition to the Purchaser and the Vendor immediately after such disposition is made.

6. **Duties and Liability of McCarthy.** The acceptance by McCarthy of its duties and obligations under this Escrow Agreement is subject to the following terms and conditions, which the Purchaser and the Vendor agree will apply with respect to its rights, duties, liabilities and immunities under this Escrow Agreement:

- (a) McCarthy will have no duties or responsibilities except those which are expressly set forth herein, and the rights, duties, liabilities and immunities of McCarthy may not be altered without its prior written consent;
- (b) upon release and delivery by McCarthy of the Purchase Price, as provided for in this Escrow Agreement, McCarthy will be released and forever discharged from all of its duties and responsibilities hereunder;
- (c) McCarthy may rely upon any direction, document or instrument delivered to it in compliance or purporting to be in compliance with any provision of this Escrow Agreement without any obligation whatsoever for it to make any inquiry as to its genuineness or the correctness of any statement made therein in any claim made by any party to entitlement of the Purchase Price.

7. **Limitation on Duties.** It is understood and agreed that McCarthy's only duties and obligations in respect of the Purchase Price are expressly set out in this Agreement. McCarthy shall be protected if it acts upon any written or oral communication, notice, certificate or other instrument or document believed by McCarthy to be genuine and to be properly given or executed without the necessity of verifying the truth or accuracy of the same or the authority of the person giving or executing the same.

8. **Resignation of McCarthy.** McCarthy may, at any time, resign its obligations under this Agreement and be discharged from all further duties and liabilities hereunder by giving each of the Purchaser and the Vendor at least 10 days notice in writing of its intention to resign or such shorter notice as the Purchaser and the Vendor may accept as sufficient. The Purchaser and the Vendor agree that they shall forthwith upon receipt of such notice appoint a new escrow agent to act in the place and stead of McCarthy and if they fail to agree on such appointment, any of the Purchaser or the Vendor or McCarthy may apply to a Judge of the Ontario Superior Court of Justice on such notice as such Judge may direct for the appointment of a new escrow agent. Upon any new appointment, the new escrow agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein and such new escrow agent shall enter into an agreement with the Purchaser and the Vendor agreeing to be bound by all of the provisions of this Agreement.

9. **No Conflict.** The fact that McCarthy is acting as escrow agent under this Agreement shall not in any way prevent it from representing the Vendor in connection with the

transactions contemplated in the Purchase Agreement, including, without limitation, any transactions relating to CCAA proceedings of the Vendor or any of its affiliates and any corporate restructuring of the Vendor or its successors, or any litigation arising from the Purchase Agreement or this Agreement or from representing the Vendor or any other party in any other capacity or in any other transaction.

10. **Notice.** Any direction, notice, certificate or other communication required or permitted to be given or made under this Escrow Agreement will be in writing and copied, as applicable, to all parties to this Escrow Agreement and will be effectively given and made if: (i) personally delivered; (ii) sent by prepaid courier; or (iii) sent by prepaid fax or similar electronic communication, in each case to the applicable address set out below:

(a) in the case of a notice to the Purchaser at:

Canadian National Steel Corporation
1000 Broadway Building
Suite 2200
Portland, Oregon, 97205
Attention: L. Ray Adams
Fax: (503) 240 5282

with a copy to:
Schwabe Williamson & Wyatt, P.C.
1211 SW Fifth Ave, Suites 1600-1900
Portland, Oregon
97204-3795
Attention: Carmen Calzacorta
Fax: (503) 796-2900

(b) in the case of a notice to the Vendor:

Stelco Inc.
P.O. Box 2030
Hamilton, Ontario
L8N 3T1

with a copy to:

McCarthy Tétrault LLP
Suite 4700
Toronto-Dominion Bank Tower
Toronto-Dominion Centre
Toronto, Ontario
M5K 1E6

Attention: G. Blair Cowper-Smith

Fax: (416) 868 0673

(c) in the case of a notice to McCarthy:

McCarthy Tétrault LLP
Suite 4700
Toronto-Dominion Bank Tower
Toronto-Dominion Centre
Toronto, Ontario
M5K 1E6

Attention: G. Blair Cowper-Smith
Fax: (416) 868 0673

Any notice or other communication shall conclusively be deemed to have been given and received on the date on which it was delivered or sent if delivered or sent during normal business hours on a business day, and if delivered after normal business hours or on other than a business day, shall be deemed to have been given or sent on the next following business day. Any party may change its address for notices or other communications by giving notice thereof to the other parties to this Agreement in accordance with this Section.

11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
12. **Modification.** This Agreement may only be modified or amended by an agreement in writing signed by all of the parties hereto.
13. **Time.** Time shall be the essence of this Agreement.
14. **Facsimile and Counterpart.** This Agreement may be executed in one or more counterparts, which so executed will constitute an original and all of which together will constitute one and the same agreement. A signed counterpart provided by way of facsimile will be as binding upon the parties as an originally signed counterpart.
15. **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

CANADIAN NATIONAL STEEL CORPORATION

PER: _____

STELCAM HOLDINGS INC.

PER: _____

MCCARTHY TÉTRAULT LLP

PER: _____

SCHEDULE 5.02(1)(c)

RESTATED AND AMENDED STEEL SUPPLY AGREEMENT

BETWEEN

CAMROSE PIPE COMPANY

OREGON STEEL MILLS INC.

AND

STELCO INC.

MADE AS OF

January 1 , 2005

SCHEDULE 5.02(1)(c)

RESTATED AND AMENDED STEEL SUPPLY AGREEMENT

THIS RESTATED AND AMENDED STEEL SUPPLY AGREEMENT is made as of January 1, 2005

BETWEEN

CAMROSE PIPE COMPANY, an Alberta general partnership, having principal offices located at Camrose, Alberta ("Camrose")

- and -

OREGON STEEL MILLS, INC., a corporation incorporated under the laws of the State of Delaware ("Oregon")

- and -

STELCO INC., a corporation incorporated under the laws of Canada ("Stelco")

WHEREAS Camrose is the owner and operator of a pipe producing facility at Camrose, Alberta and carries on a business of selling pipe products produced at the facility;

AND WHEREAS Stelco is in the business of producing and selling steel products, including steel coil utilized in the making of pipe and tubular products;

AND WHEREAS Stelco has recently disposed of its partnership interest in Camrose to Oregon, as a result of which the parties have determined that it would be appropriate to restate and amend the steel supply agreement made as of January 2, 1992;

AND WHEREAS Oregon now owns, indirectly, all of the partnership interests in, and manages, Camrose;

NOW THEREFORE, in consideration of the premises and covenants and agreements herein contained, the parties and agree as follows:

1. Steel Supply – Camrose grants to Stelco a right of first refusal to supply all of the requirements of Camrose for steel coil subject to Section 3 below. Camrose will use reasonable efforts to provide Stelco with requisite notice of any order to provide for orderly production scheduling and transportation.
2. Price – The price for such steel coil as supplied hereunder by Stelco will be the fair market value for the product at the time of order based on quality and supply terms and conditions. Fair market value is the price payable between parties dealing at arm's length for an equivalent product on equivalent terms.

3. Exception – Notwithstanding Section 1 above, Camrose will be entitled to purchase steel coil from Oregon if Stelco is not able to supply in accordance with Camrose's specifications in accordance with the terms of this agreement or if Camrose's orders from Oregon for coil are tracking at less than 35,000 tons annually calculated monthly during each of 2005 and 2006 at the time of order. When Camrose is purchasing steel coil from Oregon, Camrose will use its reasonable efforts to ensure that purchases from Stelco and Oregon are in the order of 3 to 1 determined on a quarterly basis at the end of each three month period commencing January 1, 2005. To the extent permitted by law, Camrose will deliver to Stelco, by the tenth day of each month, a summary of its purchases of steel coil during the immediately preceding month which sets out the names of the sellers and the tons of steel coil purchased from each seller in such month. If Camrose is prevented from providing such summary to Stelco, Camrose will, upon request from Stelco from time to time, permit an independent auditor retained by Stelco to audit Camrose's purchases of steel coil to confirm that such purchases are in compliance with the provisions of this Agreement.

4. Terms and Conditions of Sale – Stelco's sales to Camrose hereunder will be in accordance with the Stelco standard conditions of sale as may be amended from time to time. A copy of such current conditions are set out as a Schedule A.

5. Term – This agreement will be effective as of January 1, 2005 and will remain in full force and effect with respect to supply through to December 31, 2006 and any orders placed by Camrose during such period will be in accordance with this agreement.

6. Standard Practices and Tolerances - Except to the extent otherwise agreed in writing, all steel will be delivered in accordance with Stelco's standard practice and will be subject to the normal tolerances, variations and limitations of dimension, weight, shape, composition, mechanical properties, structure, quality and service conditions consistent with practical testing and inspection methods. All orders will be subject to Stelco's regular practice concerning over and under shipment.

7. Claims - If any steel furnished to Camrose fails to conform to the contract between Camrose and Stelco, Camrose must give prompt written notification thereof to Stelco. The resolution of any claims resulting therefrom will be in accordance with Stelco's normal claims policy and conditions of sale. Camrose will deal on a consistent basis in the settlement of any claims based upon defective steel supplied by Stelco or Oregon.

8. Force Majeure - The obligation to supply will be governed by the force majeure provisions of Stelco's conditions of sale. Steel sales which were not completed by Stelco as a result of force majeure will specifically be deducted from the obligation of Camrose to grant a right of first refusal to Stelco.

9. Assignment - This agreement may not be assigned by any party hereto except with the written consent of the other parties hereto. This agreement will enure to the benefit of and be binding upon the successors and their permitted assigns of the parties. Notwithstanding the foregoing, Stelco may assign this agreement to any purchaser of substantially all of its integrated steel business.

10. Notices - Any notice required or permitted to be given hereunder will be in writing and given by delivering personally or by facsimile to:

Camrose Pipe Company:	5302-39th Street Camrose, Alberta T4V 2N8
	Attention: General Manager TEL: (403) 672 3116 FAX: (403) 679 0690
	Attention: Mr. L. Ray Adams Vice President, Finance TEL: (503) 240 5223 FAX: (503) 240 5232
Oregon Steel Mills Inc.:	1000 Broadway Building Suite 2200 Portland, Oregon, 97205
	Attention: Mr. L. Ray Adams Vice President, Finance TEL: (503) 240 5223 FAX: (503) 240 5232
Stelco Inc.:	386 Wilcox Street Hamilton, Ontario L8N 3T1
	Attention: Chief Financial Officer TEL: (905) 528-2511, ext. 2022 FAX: (905) 308-7002

Any notice so delivered will be deemed to have been given or made on the date on which it was delivered personally or by facsimile.

IN WITNESS WHEREOF the parties have executed this agreement.

<p>OREGON STEEL MILLS, INC.</p> <p>Per: _____</p> <p>Per: _____</p>	<p>CAMROSE PIPE COMPANY, by its Partners</p> <p>Stelcam Holdings Inc.</p> <p>Per: _____</p> <p>Canadian National Steel Corporation</p> <p>Per: _____</p>
	<p>STELCO INC.</p> <p>Per: _____</p> <p>Per: _____</p>

SALE AGREEMENT

THIS AGREEMENT MADE THIS 1st DAY OF MAY, 2000.

BETWEEN:

CAMROSE PIPE CORPORATION,
a body corporate incorporated under the laws of Delaware
and registered to carry on business in Alberta
(the "Vendor")

OF THE FIRST PART

- and -

CANADIAN NATIONAL STEEL CORPORATION,
a body corporate incorporated under the
laws of the Province of Alberta (the "Purchaser")

OF THE SECOND PART

WHEREAS:

- A. The Vendor is the owner of the Assets described in Schedule "A" hereto (the "Assets").
- B. The Purchaser is desirous of purchasing the Assets.

IN CONSIDERATION OF the covenants and agreements herein contained, the parties hereto agree as follows:

PURCHASE

1. Subject to the terms hereof, the Vendor hereby sells and the Purchaser hereby purchases as of the date hereof all of the Vendor's right, title and interest in and to the Assets.
2. The Purchaser shall pay to the Vendor the sum of \$25,870,000 for the Assets allocated as set out in Schedule "A" hereto, being the amount which has been determined by the Purchaser and the Vendor to be their best estimate of the fair market value of the Assets as of the date hereof (hereinafter referred to as the "Purchase Price"). The Purchase Price for the Assets shall be satisfied by:

- (b) the Vendor is not subject to any agreement or instrument of any kind or nature which would prevent the consummation of the transaction as contemplated by this Agreement;
 - (c) there are not any restrictions of whatsoever nature which would prevent the completion of the purchase and sale of the Assets as provided herein;
 - (d) the Assets are held by the Vendor free and clear of all mortgages, liens, charges, adverse claims, pledges, encumbrances and demands of whatsoever nature except for the debt described in Section 2(a) hereof; and
 - (e) the Purchaser shall, at all times after the date hereof, have full beneficial ownership for its own use and benefit absolutely of the Assets.
5. The Purchaser represents and warrants to the Vendor that as of the date hereof:
- (a) the Purchaser is a valid and subsisting corporation under the laws of Alberta and has the power, authority and capacity to enter into this Agreement and carry out the transactions contemplated hereby;
 - (b) all necessary corporate proceedings, approvals and actions required by law or by the constating documents of the Purchaser, to be taken and given in connection with the transfer of the Assets to the Purchaser have been taken or given; and
 - (c) the Purchaser is authorized to issue the 100 Class A Common shares as required by this Agreement, having attached thereto the rights, privileges, restrictions and conditions set out in its Articles of Incorporation.

ASSUMPTION

6. As of the date hereof and subject to the terms and conditions of this Agreement, the Purchaser assumes and becomes responsible for a portion of the liabilities and obligations of the Vendor (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due) to Oregon Steel Mills, Inc. under the Note, being the sum of \$11,080,000 (Cdn.).

7. As of the date hereof and subject to the terms and conditions of this Agreement, the Purchaser assumes and becomes responsible for all liabilities and obligations of the Vendor under the Partnership Agreement (described in Schedule "A" hereto) and undertakes to perform all such obligations and to be bound by all terms and conditions of such Partnership Agreement.

ELECTIONS

8. The parties hereto acknowledge that it is their intention that no income tax become payable by the Vendor as a result of the sale of the Assets to the Purchaser. In this regard, the Vendor and the Purchaser shall jointly elect in prescribed manner, in prescribed form, and within the prescribed time pursuant to subsection 85(1) of the ITA, with respect to the sale of the Partnership Interest described in Schedule "A" hereto. The agreed amount for the election pursuant to subsection 85(1) of the ITA in respect of the Partnership Interest shall be the Vendor's adjusted cost base of the Partnership Interest as defined in the ITA.

9. The Vendor and the Purchaser shall take all steps relating to the election pursuant to subsection 85(1) of the ITA as are necessary so as to effect the sale of the Partnership Interest in the manner herein described.

CLOSING

10. The transactions contemplated by this Agreement shall be completed at such time and place as the Vendor and the Purchaser may agree. At the time of closing:

- (a) the Purchaser shall deliver to the Vendor the acknowledgement of Oregon Steel Mills, Inc. of the assumption of a portion of the indebtedness under the Note; and
- (b) the Purchaser shall deliver to the Vendor a share certificate in the name of the Vendor representing 100 Class A Common shares pursuant to Section 2 hereof.

GENERAL

11. Headings are inserted for convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

12. All representations and warranties of the Vendor or the Purchaser contained in this Agreement shall survive the closing of this Agreement.

13. This Agreement shall not be assigned either in whole or in part by the Vendor or the Purchaser without the prior written consent of the other party hereto.

14. This Agreement shall enure to the benefit of and be binding upon the Vendor and its successors and approved assigns and upon the Purchaser and its successors and approved assigns.

15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the Vendor and the Purchaser hereby attorn to the jurisdiction of the Courts of the Province of Alberta.

16. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance is to any extent held or rendered invalid, unenforceable or illegal, the remainder of this Agreement or the application of such term, covenant or condition to persons or in circumstances other than those with respect to which it was held invalid, unenforceable or illegal shall not be affected and shall continue to be applicable to the fullest extent permitted by law.

17. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Vendor and a duly authorized officer of the Purchaser have signed on the date first above written.

CAMROSE PIPE CORPORATION

PER: 

CANADIAN NATIONAL STEEL CORPORATION

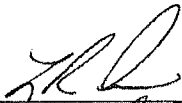
PER: 

ACKNOWLEDGEMENT

Oregon Steel Mills, Inc. acknowledges the assumption of a portion of the obligations under the Note, being \$11,080,000 (Cdn.) by the Purchaser and confirms that Vendor is not released from its obligations under the Note.

Dated as of May 1, 2000.

Oregon Steel Mills, Inc.



Name: L. R. Adams

Title: CFO

SCHEDULE "A"

1.	A 60% partnership interest (the "Partnership Interest") in the Camrose Pipe Company, a partnership formed pursuant to a Partnership Agreement made January 2nd, 1992 (the "Partnership Agreement") between the Corporation and Stelcam Holdings Inc., as amended by Amending Agreement made June 30th, 1992 among Oregon Steel Mills Inc., Stelco Inc., the Corporation and Stelcam Holdings Inc.	\$25,800,000
2.	Camrose Mill Office Addition	\$69,000
3.	Computer Equipment	\$1,000

SCHEDULE "B"

See Attached

OPTIONAL ADVANCE NOTE

On Demand, or if no demand, on December 31, 2004, Camrose Pipe Corporation ("Borrower") promises to pay in lawful money of the United States of America, to the order of Oregon Steel Mills, Inc. ("Lender") at its Portland, Oregon Corporate Office, the principal sum of Thirty Million Dollars (\$30,000,000.00), or so much thereof as shall have been advanced by Lender to Borrower and not repaid, together with interest thereon from the date of such advance.

This Note is given to avoid the execution by Borrower of an individual note for each advance by Lender to Borrower. In consideration thereof, Borrower agrees that Lender's record entries of transactions pursuant to this Note, together with Lender's written advice of interest charges, shall be conclusive evidence of borrowings, payments and charges made pursuant hereto.

Interest shall be payable on demand, or if no demand, on the last business day of each month, based on the daily outstanding unpaid principal balances during the preceding month. The Borrowing interest rate will be the First Interstate Bank of Oregon ("Bank") Prime Rate of interest as published and changed from time to time. Each change in said rate is to become effective on the effective date of each change announced by the Bank. Interest shall be computed on the basis of a 360-day year. Interest accrued and payable will be aggregated with the unpaid principal amount outstanding.

Advances hereunder will be made in the sole and unrestricted discretion of the Lender and the refusal of the Lender to make any requested advance shall constitute a demand for payment of all sums due hereunder, including accrued and unpaid interest. In no event shall advances exceed the principal sum set forth above. Advances hereunder are for the sole purpose of funding working cash requirements and capital equipment purchases of the Borrower, and advances for any other purpose shall require the written consent of the Lender.

Payment of interest hereunder shall be made when due. Payment of principal and interest by Borrower will be made in immediately available funds or in another manner as Lender shall designate. Borrower concurrently will send Lender an advice of such payments by phone or fax.

Borrowings hereunder may be made by Lender at the oral or written request three days in advance by Thomas B. Boklund, Joe E. Corvin, L. Ray Adams or Christopher D. Cassard who are each authorized to request Borrowings until written notice of the revocation of such authority is received by Lender. Any such Borrowings shall be conclusively presumed to have been made to or for the benefit of undersigned when made in accordance with such requests.

May-02-2000 07:12am From-OREGON STEEL MILL

+95032405271

T-038 P.003/003 F-812

Borrower shall pay upon demand any and all expenses, including reasonable attorneys' fees, incurred or paid by the holder of this Note without suit or action in attempting to collect funds due under this Note. In any suit or action instituted for the collection of any sums due hereunder, the prevailing party shall be entitled to recover such sums as the court may adjudge reasonable for its attorneys' fees, both in the trial court and any appellate court.

Dated this 9TH day of December 1994.

BORROWER:
CAMROSE PIPE CORPORATION

LENDER:
OREGON STEEL MILLS, INC.

By: Joe E. Corwin
Title: JOE E. CORWIN

By: Thomas B. Berglund
Title: THOMAS B. BERGLUND

z - Optional Advance Note