

RECORDED

615563

The Edward Gray Corp.  
1233 Ave D  
Chicago Ill 60633

WESTERN CANADA STEEL LIMITED  
CONTRACT NO. C-0012

for  
DISMANTLING, PREPARING, PACKING AND  
SHIPPING 12" - 4 BAR MILL AT  
U.S. STEEL CORPORATION WORKS,  
GARY, INDIANA TO CANADA  
AND FOR SITE CLEAN-UP

AGREEMENT BETWEEN COMPANY AND CONTRACTOR

THIS AGREEMENT made this 22nd day of December,  
1980 by and between WESTERN CANADA STEEL LIMITED  
herein called the "Company" and The Edward Gray Corporation  
herein called the "Contractor".

WITNESSETH: That the Company and the Contractor  
undertake and agree as follows:

ARTICLE 1

The Contractor shall:

- (a) Take possession from Tippins Machinery Company, Inc. of the 12" - 4 Bar Mill equipment described in the Mill Equipment List annexed hereto, located at United States Steel Corporation Works, Gary, Indiana.
- (b) Provide all supervision, labor, materials and equipment, unless otherwise specified, and perform all work in a neat and workmanlike manner, and fulfill everything as set forth in and in strict conformance with the Contract for the project entitled:  
  
Western Canada Steel Limited  
Contract C-0012 for  
Dismantling, Preparing, Packing and  
Shipping 12" - 4 Bar Mill at  
U.S. Steel Corporation Works,  
Gary, Indiana to Canada  
and for Site Clean-Up
- (c) Proceed with the Work starting within 10 days of the date of "Notice to Proceed" and complete all work under this Contract before June 30, 1981.
- (d) Notwithstanding specific warranties, guarantee all work performed for a period of one (1) year from the date of certified completion.

STATE OF INDIANA  
CLERK OF COURT  
FILE THE RECORD  
JAN 21 2 29 PM '81  
WILLIAM BELSMI JR  
RECORDER

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G.S.

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ARTICLE 2

The Company shall pay to the Contractor as full compensation for the performance and fulfillment of the Contract, in the manner and at the times specified in the Contract Documents and subject to such additions or deductions as may properly be made under the terms of the Contract, in U.S. currency the sum of Seven Hundred and Seventy-six Thousand Dollars (U.S.\$ 775,000) ).

ARTICLE 3

The following documents are annexed hereto and form a part of this Agreement as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Contract between the parties and it shall enure to the benefit of and be binding upon them and their successors, and permitted assigns:

Instructions to Tenderers, Form of Tender including all Schedules, General Conditions, Supplementary General Conditions, Specifications, Mill Equipment List, and the Drawings referred to in the Mill Equipment List and Addendums.

ARTICLE 4

No implied contract of any kind whatsoever by or on behalf of the Company shall arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants, and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants, and agreements on which any rights against the Company may be founded.

ARTICLE 5

This Contract shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to the Contract prior to its execution and delivery.

ARTICLE 6

All notices under the Contract shall be in writing, and shall be sufficient in all respects if delivered, or sent by certified or registered mail, or sent by telex to the parties at their respective addresses as they appear below, or to any substitute address of which the party sending notice has had notice in

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writing as provided in this Article.

If to the Contractor at: The Edward Gray Corporation  
12233 Avenue O  
Chicago, Illinois 60633

Attention: Mr. G.T. Schreiber

If to the Company at: WESTERN CANADA STEEL LIMITED  
450 S.E. Marine Drive  
Vancouver, B.C.  
V5K 2T2

Attention: Mr. R.W. Baldry

Telex No. 04-51178

Any notice, direction or other instrument shall be deemed to have been received on the following dates:

- (a) if sent by telex, on the business day next following the date of transmission;
- (b) if delivered, on the business day next following the date of delivery;
- (c) if sent by certified or registered mail, on the seventh day following its mailing, provided that if there is at the time of mailing or within seven days thereafter a mail strike, slowdown, lockout or other labour dispute which might affect the delivery, then any notice, direction or other instrument, shall only be effective if delivered or if sent by telex.

ARTICLE 7

Time shall be of the essence of this Contract.

IN WITNESS WHEREOF the parties hereto have executed

*R.E. Rolwing*

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this Agreement the day and year first above written.

*RE Polwing*

The Corporate Seal of The Edward Gray Corporation was hereunto affixed in the presence of:

*R. E. Polwing* *Exec. V.P.*  
Authorized signing officer and position

*M. J. [unclear]*  
Authorized signing officer and position *Asst. Secy*



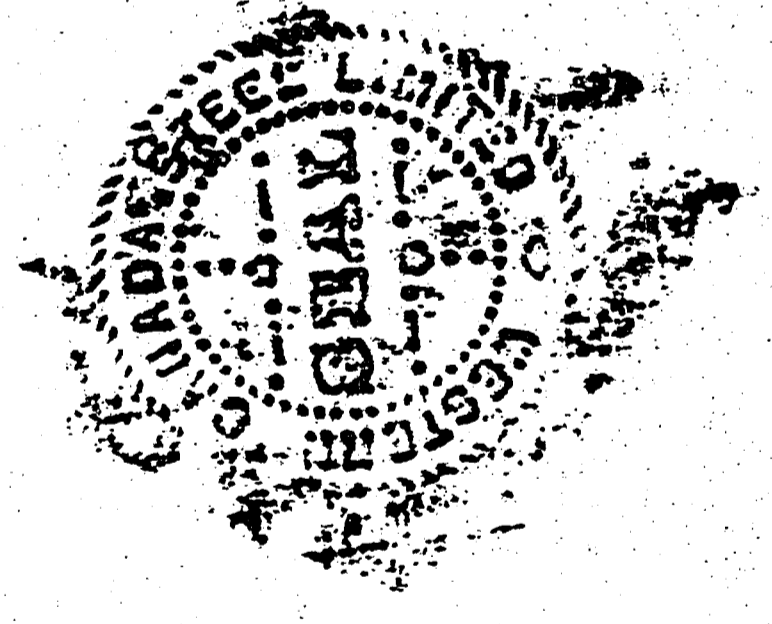
Initials

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The Corporate Seal of WESTERN CANADA STEEL LIMITED was hereunto affixed in the presence of:

*[Signature]*  
Authorized signing officer and position *Vice President Manufacturing & General Manager*

*[Signature]*  
Authorized signing officer and position *Secretary*



*RE Polwing*