

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF the *Companies' Creditors
Arrangement Act*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER of a Plan of Compromise or Arrangement
of INDALEX LIMITED, INDALEX HOLDINGS (B.C.) LTD. 6326765 CANADA INC. and
NOVAR INC.

the Applicants

MOTION RECORD
(Returnable July 20, 2009)

June 18, 2009

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
199 Bay Street, Suite 2800
Box 25, Commerce Court West
Toronto, Ontario M5L 1A9

Line Rogers LSUC No. 43562N
Tel: (416) 863-4168

Katherine McEachern LSUC No. 38345M
Tel: (416) 863-2566

Jackie Moher LSUC No. 53166V
Tel: (416) 863-3174
Fax: (416) 863-2653

Lawyers for the Applicants

TO: SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF INDALEX LIMITED, INDALEX
HOLDINGS (B.C.) LTD., 6326765 CANADA INC. and
NOVAR INC.

the Applicants

SERVICE LIST

TO:	<p>BLAKE, CASSELS & GRAYDON LLP Barristers and Solicitors 199 Bay Street, Suite 2800 Box 25, Commerce Court West Toronto, ON M5L 1A9</p> <p>Linc Rogers Tel: (416) 863-4168 E-mail: linc.rogers@blakes.com</p> <p>Katherine McEachern Tel: (416) 863-2566 E-mail: katherine.mceachern@blakes.com</p> <p>Jackie Moher Tel: (416) 863-3174 Fax: (416) 863-2653 E-mail: jackie.moher@blakes.com</p>
AND TO:	<p>McMILLAN LLP Barristers & Solicitors Brookfield Place, Suite 4400 181 Bay Street 42nd Floor Toronto, ON M5J 2T3</p> <p>Wael Rostom Tel: (416) 865-7790 Fax: (647) 722-6736 E-mail: wael.rostom@mcmillan.ca</p>

	<p>Larry Crozier Tel: (416) 865-7178 Fax: (416) 865-7048 E-mail: lawrence.crozier@mcmillan.ca</p> <p>Tushara Weerasooriya Tel: (416) 865-7262 Fax: (416) 865-7048 E-mail: tushara.weerasooriya@mcmillan.ca</p> <p>Paul Macdonald Tel: (416) 865-7167 Fax: (416) 865-7048 E-mail: paul.macdonald@mcmillan.ca</p> <p>Lawyers for JPMorgan Chase Bank, N.A.</p>
AND TO:	<p>STIKEMAN ELLIOTT LLP Barristers & Solicitors Suite 5300, Commerce Court West 199 Bay Street Toronto, ON M5L 1B9</p> <p>Ashley Taylor Tel: (416) 869-5236 E-mail: ataylor@stikeman.com</p> <p>Lesley Mercer Tel: (416) 869-6859 Fax: (416) 947-0866 E-mail: lmercer@stikeman.com</p> <p>Lawyers for the Monitor, FTI Consulting Canada ULC</p>
AND TO:	<p>WEIRFOULDS LLP The Exchange Tower, Suite 1600 Box 480, 130 King Street West Toronto, ON M5X 1J5</p> <p>Paul D. Guy Tel: (416) 947-5045 Fax: (416) 365-1876 E-mail: pguy@weirfoulds.com</p> <p>Lawyers for Alcoa</p>

AND TO:	<p>OGILVY RENAULT LLP Suite 1100 1981 McGill College Avenue Montreal, QC H3A 3C1</p> <p>Attn: Sylvian Rigaud Tel: (514) 847-4702 Fax: (514) 286-5474 E-mail: srigaud@ogilvyrenault.com</p> <p>Lawyers for Rio Tinto Alcan Inc.</p>
AND TO:	<p>KOSKIE MINSKY LLP 20 Queen Street West Suite 900, Box 52 Toronto, ON M5H 3R3</p> <p>Attn: Andrew Hatnay Tel: (416) 595-2083 E-mail: ahatnay@kmlaw.ca</p> <p>Attn: Andrea McKinnon Fax: (416) 204-2872 E-mail: amckinnon@kmlaw.ca</p>
AND TO:	<p>GREAT-WEST LIFE 330 University Avenue Suite 400 Toronto, ON M5G 1R8</p> <p>Attn: Geoff Maier Tel: (416) 552-5575 E-mail: geoff.maier@gwl.ca</p>
AND TO:	<p>GREAT WEST LIFE Great-West Life Centre 100 Osborne Street North Winnipeg, MB R3C 3A5</p> <p>Attn: Gary Senft Tel: (204) 946-2943 Fax: (204) 946-4405 E-mail: gars@gwl.ca</p>

AND TO:	<p>YOUNG CONAWAY STARGATT & TAYLOR LLP The Brandywine Building 1000 West Street, 17th Floor Wilmington, DE 19801</p> <p>Attn: Donald J. Bowman, Jr. Tel: (302) 571-5033 Fax: (302) 576-3504 E-mail: dbowman@ycst.com</p> <p>Attn: Michael R. Nestor Tel: (302) 571-6699 Fax: (302) 576-3321 E-mail: mnestor@ycst.com</p>
AND TO:	<p>FASKEN MARTINEAU DUMOULIN LLP 66 Wellington Street West Suite 4200, Toronto Dominion Bank Tower Box 20, Toronto Dominion Centre Toronto, ON M5K 1N6</p> <p>Edmond F.B. Lamek Tel: (416) 865-4506 Fax: (416) 364-7813 E-mail: elamek@fasken.com</p> <p>Lawyers for the Directors of the Applicants</p>
AND TO:	<p>MILLER THOMSON LLP One London Place 255 Queens Avenue, Suite 2010 London, ON N6A 5R8</p> <p>Alissa K. Mitchell Tel: (519) 931-3510 Fax: (519) 858-8511 E-mail: amitchell@millერთhompson.com</p> <p>Lawyers for GE Capital Canada Leasing Services Inc.</p>

AND TO:	DEPARTMENT OF JUSTICE The Exchange Tower 130 King Street West, Suite 3400 P.O. Box 36 Toronto, ON M5X 1K6 Diane Winters Tel: (416) 973-3172 Fax: (416) 973-0810 E-mail: diane.winters@justice.gc.ca
AND TO:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE (Income Tax, PST) PO Box 620 33 King Street West, 6 th Floor Oshawa, ON L1H 8E9 Kevin J. O'Hara E-mail: kevin.ohara@ontario.ca
AND TO:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF FINANCE AND THE MINISTER RESPONSIBLE FOR THE OLYMPICS (PST-BC/Income Tax) Revenue Programs Division Room 153 501 Belleville Street Victoria, BC V8V 1X4 Tel: (250) 387-3751 Fax: (250) 387-5594 E-mail: fin.minister@gov.bc.ca
AND TO:	MINISTRY OF ATTORNEY GENERAL Revenue & Taxation Group Legal Services Branch 601 – 1175 Douglas Street PO Box 9289 Stn Prov Govt Victoria, BC V8W 9J7 Aaron Welch Tel: (250) 356-8589 Fax: (250) 387-0700 E-mail: Aaron.Welch@gov.bc.ca

<p>AND TO:</p>	<p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA AS REPRESENTED BY THE MINISTER OF FINANCE (Income Tax) The Tax and Revenue Administration 9811-109 Street Edmonton, AB T5K 2L5</p> <p>John Chiarella Fax: (780) 422-3770</p>
<p>AND TO:</p>	<p>MONSIEUR LE MINISTRE MINISTERE DU REVENU (QST, Income Tax, GST) Centre de perception fiscale 3800, rue de Marly Quebec City, QC G1X 4A5</p> <p>Claude Provencher Maryse Boucher Fax: (514) 215-3672/(416) 643-0381 E-mail: maryse.boucher@mrq.gouv.qc.ca</p>
<p>AND TO:</p>	<p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN AS REPRESENTED BY THE MINISTER OF FINANCE (PST Saskatchewan) Revenue Division 2350 Alberta Street, 5th Floor Regina, SK S4P 4A6</p> <p>Fax: (306) 787-0241</p>
<p>AND TO:</p>	<p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA AS REPRESENTED BY THE MINISTER OF FINANCE (Income Tax) Taxation Division 101-401 York Ave Winnipeg, MB R3C 0P8</p> <p>Anita Huhn Tel: (204) 945-4625 Fax: (204) 948-2200 E-mail: anita.huhn@gov.mb.ca</p>

AND TO:	<p>ROYAL BANK OF CANADA Senior Markets, Corporate Accounts 8th Floor 320 Front Street Toronto, ON M5V 3B7</p> <p>Kevin Moore Tel: (416) 974-5927 Fax: (416) 974-7673 E-mail: kevin.moore@rbc.com</p> <p>Fiona Dubsy Tel: (514) 874-2826 Fax: (514) 874-5315 E-mail: fiona.dubsy@rbc.com</p> <p>Carla Swansburg Tel: (416) 974-6712 Fax: (416) 974-2217 E-mail: carla.swansburg@rbc.com</p>
AND TO:	<p>FTI CONSULTING CANADA ULC Suite 2733, TD Canada Trust Tower 161 Bay Street Toronto, ON M5J 2S1</p> <p>Nigel D. Meakin Senior Managing Director Tel: (416) 572-2285 Fax: (416) 572-2201 E-mail: nigel.meakin@fticonsulting.com</p>
AND TO:	<p>HEENAN BLAIKIE LLP Suite 2600, 200 Bay Street South Tower, Royal Bank Plaza Toronto, ON M5J 2J4</p> <p>John J. Salmas / Kenneth Kraft / Henry Bertossi T: (416) 360-3570 / (416) 643-6822 / (416) 643-6862 F: (866) 895-2093 / (416) 360-8425 / (416) 360-8425</p> <p>E-mail: jsalmas@heenan.ca E-mail: kkraft@heenan.ca E-mail: hbertossi@heenan.ca</p> <p>Lawyers for the Stalking Horse Bidder</p>

AND TO:	<p>GOODMANS LLP Barristers & Solicitors 250 Yonge Street, Suite 2400 Toronto, ON M5B 2M6</p> <p>Brian Empey LSUC No. 30640G Tel: (416) 979-2211 Fax: (416) 979-1234 E-mail: bempey@goodmans.ca</p> <p>Lawyers for the Respondent, Sun Indalex Finance, LLC</p>
AND TO:	<p>THE REGISTRAR OF THE PUBLICATION OF RIGHTS OF THE LAND REGISTRY OFFICE OF QUEBEC (MONTREAL DIV.) 2050, rue de Bleury R.C. 10 Montreal, QC H3A 2J5</p>
	<p>LIST OF PPSA REGISTRANTS</p>
AND TO:	<p>Woodbine Truck Centre Ltd. o/a Woodbine Indealease 8240 Woodbine Avenue Markham, ON L3R 2N8</p> <p>Attn: Greg Kearns E-mail: gkearns@woodbinetruck.com</p>
AND TO:	<p>NRB Inc. 115 South Service Road West, P.O. Box 129 Grimsby, ON L3M 4G3</p> <p>Attn: Richard DiAngelo E-mail: richarddiangelo@nrb-inc.com</p>
AND TO:	<p>De Lage Landen Financial Services Canada Inc. 100-1235 North Service Road West Oakville, ON L6M 2W2</p> <p>Attn: Jacqueline Perron E-mail: jperron@leasedirect.com</p>
AND TO:	<p>GE Canada Equipment Financing G.P. 123 Front Street West, 16th Floor Toronto, ON M5J 2M2</p> <p>Attn: Syenny Jeliana Fax: (416) 947-5303</p>

AND TO:	<p>Penske Truck Leasing Canada Inc./Locations de Camions Penske Canada Inc. RT 10 Green Hills, PO Box 791 Reading, PA 19603</p> <p>Attn: Denise Sanford Tel: (905) 564-2176 E-mail: denise.sanford@penske.com</p>
AND TO:	<p>Citicorp Vendor Finance, Ltd. 123 Front Street West, 16th Floor Toronto, ON M5J 2M3</p> <p>Attn: Syenny Jeliana Fax: (416) 947-5303</p>
AND TO:	<p>GE Canada Leasing Services Company 2300 Meadowvale Boulevard, Suite 100 Mississauga, ON L5N 5P9</p> <p>Attn: Dean Langley Tel: (905) 858-4916 E-mail: dean.langley@ge.com</p>
AND TO:	<p>VFS Canada Inc. 73 Industrial Parkway North Aurora, ON L4G 4C4</p> <p>Attn: Murielle Graff E-mail: murielle.graff@vfsc.com</p>
AND TO:	<p>PHH Vehicle Management Services Inc. 2233 Argentia Road, Suite 400 Mississauga, ON L5N 2X7</p> <p>Attn: Dominic Monaco E-mail: dominic.monaco@phh.com</p>
AND TO:	<p>CIT Financial Ltd. 5045 South Service Road Burlington, ON L7R 4C8</p> <p>Attn: Anne Neuert Tel: (888) 563-4321 E-mail: anne.neuert@cit.com</p> <p>Attn: Isobel Fraser Tel: (905) 633-2097 E-mail: isobel.fraser@cit.com</p>

AND TO:	<p>Liftcapital Corporation/Corporation Liftcapital 300 The East Mall, Suite 401 Toronto, ON M9B 6B7</p> <p>Attn: Doug Chau Tel: (416) 621-5522 ext. 224 or 225 E-mail: dchau@liftcapital.ca</p>
AND TO:	<p>IKON Office Solutions Inc. 2300 Meadowvale Boulevard, Suite 200 Mississauga, ON L5N 5P9</p> <p>Attn: Darlene Milligan Tel: (905) 858-6289 E-mail: Darlene.milligan@ge.com</p>
	<p>LIST OF UNIONS</p>
AND TO:	<p>United Steelworkers – District 3 150 – 2880 Glenmore Trail S.E. Calgary, AB T2C 2E7</p> <p>Attn: Keith Turcotte, Area Supervisor Tel: (403) 279-9397 E-mail: kturcotte@usw.ca</p>
AND TO:	<p>United Steelworkers 2952 Suite 202 9292 – 200th Street Langley, BC V1M 3A6</p> <p>Attn: Steve Dewell Tel: (604) 513-1850 E-mail: sdewell@usw.ca</p> <p><u>and</u></p> <p>Attn: R. Gatzka E-mail: rgatzka@usw.ca</p>
AND TO:	<p>Syndiat des Metallos 2350, avenue De LaSalle Quebec, QC H1V 2L1</p> <p>Attn: Pierre Arseneau Tel: (514) 599-2006 E-mail: parseneau@usw.ca</p>

AND TO:	<p>United Steelworkers 1158 Aerowood Drive Mississauga, ON L4W 1Y5</p> <p>Attn: Terry Bea, Staff Representative Tel: (905) 629-4991 ext. 27 E-mail: tbea@usw.ca</p> <p><u>and</u></p> <p>Attn: F. Falbo E-mail: ffalbo@usw.ca</p>
AND TO:	<p>United Steelworkers 25 Cecil Street Toronto, ON M5T 1N1</p> <p>Attn: Lawrence Hay, Staff Representative E-mail: lhay@usw.ca</p>
AND TO:	<p>United Steelworkers (Counsel)</p> <p>Rob Champagne E-mail: rchampagne@usw.ca</p>
AND TO:	<p>United Steelworkers (Counsel to Local 7785 and 7785-01)</p> <p>Attn: P. Lalonde E-mail: plalonde@usw.ca</p>
	<p>WITH A COURTESY COPY TO:</p>
	<p>BENNETT JONES LLP Suite 3400 1 First Canadian Place P.O. Box 130 Toronto, ON M5X 1A4</p> <p>Raj S. Sahni Tel: (416) 777-4804 E-mail: sahnir@bennettjones.com</p> <p>Gavin Finlayson Tel: (416) 777-5762 Fax: (416) 863-1716 E-mail: finlaysong@bennettjones.com</p> <p>Canadian Counsel to US Bank in its capacity as trustee for bondholders</p>

MILLER CANFIELD
Suite 300
443 Ouellette Avenue
Windsor, ON N9A 6R4

John D. Leslie

Tel: (519) 561-7422
Fax: (519) 977-1565
E-mail: leslie@millercanfield.com

Canadian Co-Counsel with McGuire Woods to the Unsecured Creditors
Committee

INDEX

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF the *Companies' Creditors
Arrangement Act*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER of a Plan of Compromise or Arrangement
of INDALEX LIMITED, INDALEX HOLDINGS (B.C.) LTD. 6326765 CANADA INC. and
NOVAR INC.

Applicants

MOTION RECORD

I N D E X

TAB		PAGE NO.
1.	Notice of Motion returnable Monday, July 20, 2009	1 – 6
2.	Draft Order	7 - 21

TAB 1
Notice of Motion

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF INDALEX LIMITED, INDALEX
HOLDINGS (B.C.) LTD., 6326765 CANADA INC. and
NOVAR INC.

the Applicants

NOTICE OF MOTION
(Returnable July 20, 2009)

THE APPLICANTS, Indalex Limited, Indalex Holdings (B.C.) Ltd., 6326765 Canada Inc. and Novar Inc. (the "Applicants") will make a motion to the Court, on Monday July 20, 2009, at 10:00 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR AN ORDER, substantially in the form attached hereto as Schedule "A":

- a) approving the sale of the assets (the "Canadian Acquired Assets") of the Applicants (except Novar Inc.), (collectively, the "Canadian Debtors") pursuant to the terms of either:
 - (i) the Asset Purchase Agreement dated as of June 16, 2009 by and among Indalex Holdings Finance, Inc., Indalex Holding Corp., Indalex Inc., Caradon Lebanon, Inc., Dolton Aluminum

Company, Inc. (collectively, the “U.S. Debtors”, and together with the Canadian Debtors, the “Debtors”), the Canadian Debtors, as sellers, and Sapa Holding AB (the “Stalking Horse Bidder”), on its own behalf as US Purchaser and on behalf of one or more Canadian Purchasers to be named (the “Stalking Horse APA”); or

- (ii) an Asset Purchase Agreement by and among the Successful Bidder (as defined herein) (the “Alternate APA”) and the Debtors, as sellers, provided that such Alternate APA constitutes the highest, best, and/or otherwise financially superior offer for the Canadian Acquired Assets as determined in accordance with and subject to the terms of the Bidding Procedures (as defined herein);
- b) approving the vesting in the Stalking Horse Bidder or the Successful Bidder, as the case may be, of the Canadian Debtor’s right, title and interest in and to the Assets; and
- c) an interim distribution of proceeds of sale, to the agent to the debtor-in-possession lenders, to the Applicants;
- d) such further and other relief as the Applicants may request and this Honourable Court shall deem just.

THE GROUNDS FOR THE MOTION ARE:

- a) On April 3, 2009, the Applicants filed for and obtained protection from their creditors under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), pursuant to an order (the “Initial Order”) of the Honourable Mr. Justice Morawetz;
- b) Pursuant to the Initial Order, FTI Consulting Canada ULC was appointed as Monitor of the Applicants;

- c) The U.S. Debtors have commenced reorganization proceedings under Chapter 11 of Title 11 of the *United States Code* before the United States Bankruptcy Court for the District of Delaware (the “U.S. Court”);
- d) On April 8, 2009, the Initial Order was amended and restated (the “Amended and Restated Initial Order”) to, *inter alia*, authorize the Applicants to exercise certain restructuring powers and authorize Indalex Limited to borrow funds pursuant to a debtor-in-possession credit agreement among the Debtors and a syndicate of lenders (the “DIP Lenders”) for which JPMorgan Chase Bank, N.A. is administrative agent (the “DIP Credit Agreement”);
- e) On April 22, 2009, the Court granted an order which, *inter alia*, extended the stay of proceedings to June 26, 2009 and approved a marketing process (the “Marketing Process”) for the sale of the Debtors’ assets;
- f) By order dated May 12, 2009, the Court further amended the Amended and Restated Initial Order to correct certain references in the order (now the “Amended Amended and Restated Initial Order”);
- g) In accordance with the Marketing Process, and in compliance with the DIP Credit Agreement, the Debtors have negotiated and executed the Stalking Horse APA to be used in conjunction with the proposed conduct of a Court supervised stalking horse bidding process (the “Stalking Horse Process”) and will, subject to the approval of the bidding procedures, attached as a Schedule to the motion to approve the bidding procedures returnable July 2, 2009 (the “Bidding Procedures”), constitute a Bid (as defined therein) of the Stalking Horse Bidder;
- h) The Stalking Horse Process contemplates an auction of the assets of the Debtors (the “Auction”) on or before July 16, 2009, if qualifying topping bids are submitted in accordance with the Bidding Procedures;

- i) It is anticipated that the Stalking Horse Process will result in the Assets being sold pursuant to either (i) the Stalking Horse APA or (ii) the Alternate APA, subject to Court approval;
- j) Pursuant to the DIP Credit Agreement, the deadline for closing a sale the Canadian Acquired Assets and the assets of the U.S. Debtors is July 21, 2009;
- k) The DIP Lenders have been granted a first ranking charge over the Canadian Acquired Assets, subject only to the charges provided for in the Amended Amended and Restated Initial Order. An interim distribution of the Sale Proceeds and a reduction in the amounts owing to the DIP Lenders will be of benefit to the Applicants;
- l) This Motion Record has been served and filed well in advance of the Auction in order to comply with certain agreed upon timelines;
- m) Further materials will be served and filed for the purposes of summarizing the outcome of the Stalking Horse Process and the Auction prior to the hearing of this motion; and
- n) Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- a) A Report of the Monitor, to be filed;
- b) An Affidavit of Timothy R.J. Stubbs, to be filed; and
- c) Such further and other materials as counsel may advise and this Honourable Court may permit.

June 18, 2009

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
199 Bay Street, Suite 2800

Box 25, Commerce Court West
Toronto, Ontario M5L 1A9

Linc Rogers LSUC No.: 43562N
Tel: (416) 863-4168

Katherine McEachern LSUC No.: 38345M
Tel: (416) 863-2566

Jackie Moher LSUC No.: 53166V
Tel: (416) 863-3174
Fax: (416) 863-2653

Lawyers for the Applicants

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c.C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
INDALEX LIMITED, INDALEX HOLDINGS (B.C.) LTD., 6326765 CANADA INC. and
NOVAR INC.**

Court File No: CV-09-8122-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE-
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**NOTICE OF MOTION
(RETURNABLE JULY 20, 2009)**

BLAKE, CASSELS & GRAYDON LLP
Barristers & Solicitors
Box 25, Commerce Court West
199 Bay Street, Suite 2800
Toronto, Ontario M5L 1A9

Linc Rogers LSUC No.: 43562N
Tel: (416) 863-4168

Katherine McEachern LSUC No.: 38345M
Tel: (416) 863-2566
Fax: (416) 863-2653

Jackie Moher LSUC No.: 53166V
Tel: (416) 863-3174
Fax: (416) 863-2653

Lawyers for the Applicants

TAB 2
Draft Order

DRAFT

Court File No. CV-09-8122-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) MONDAY, THE
)
JUSTICE) 20th DAY OF JULY, 2009

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF INDALEX LIMITED, INDALEX
HOLDINGS (B.C.) LTD., 6326765 CANADA INC. and
NOVAR INC.

APPROVAL AND VESTING ORDER

THIS MOTION, made by Indalex Limited, Indalex Holdings (B.C.) Ltd., and 6326765 Canada Inc. (collectively, the "Canadian Sellers") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") among Indalex Holdings Finance, Inc., Indalex Holding Corp., Indalex Inc., Caradon Lebanon, Inc., Dolton Aluminum Company, Inc., the Canadian Sellers, and [INSERT] (the "Canadian Purchaser" [or "Canadian Purchasers"]) made as of [DATE] and appended to the ● Report of the court-appointed monitor, FTI Consulting Canada ULC (the "Monitor") dated [DATE] (the "● Report"), and vesting in the Canadian Purchaser, [or such entity as the Canadian Purchaser may direct,] the Canadian Sellers' right, title and interest in and to the Canadian Acquired Assets (as defined in the Sale Agreement), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the material filed, including the Notice of Motion and the ● Report and on hearing the submissions of counsel for the Canadian Sellers, counsel for the Monitor, counsel for the Canadian Purchaser and counsel for the JPMorgan Chase Bank, N.A., and on being advised that the Canadian Sellers' Service List was served with the Motion Record herein;

APPROVAL AND VESTING

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Canadian Sellers and its stakeholders. The execution of the Sale Agreement by the Canadian Sellers is hereby authorized and approved, and the Canadian Sellers are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Canadian Acquired Assets to the Canadian Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Canadian Purchaser substantially in the form attached as Schedule A hereto (the "Monitor's Certificate"), all of the Canadian Sellers' right, title and interest in and to the Canadian Acquired Assets described in the Sale Agreement (including, without limitation, the real and immovable property described in Schedule B) shall vest absolutely in the Canadian Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Morawetz dated April 3, 2009, as amended and restated; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, including, without limitation, registrations made at the Registry of Personal and Moveable Real Rights in the Province of Quebec; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D (the "Permitted Encumbrances")) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Canadian Acquired Assets are hereby expunged and discharged as against the Canadian Acquired Assets. Notwithstanding the foregoing, the Canadian Acquired Assets shall vest in the Canadian Purchaser subject to the Permitted Exceptions and Permitted Liens (as both terms are defined in the Sale Agreement);

REAL PROPERTY

(a) Ontario

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 66) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario) and the *Land Registration Reform Act* (Ontario) with respect to the Toronto Property (as defined in Schedule B), the Land Registrar is hereby directed to enter the Canadian Purchaser as the owner of the Toronto Property in fee simple, and is hereby directed to delete and expunge from title to the Toronto Property all of the Claims relating to the Toronto Property listed in Schedule C, subject only to the Permitted Encumbrances relating to the Toronto Property listed in Schedule D.

4. THIS COURT ORDERS that upon registration in the Land Registry Office for the Land Titles Division of Peel (No. 43) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario) and the *Land Registration Reform Act* (Ontario) with respect to the Mississauga Property (as defined in Schedule B), the Land Registrar is hereby directed to enter the Canadian Purchaser as the owner of the Mississauga Property in fee simple, and is hereby directed to delete and expunge from title to the Mississauga Property all of the Claims relating to the Mississauga Property listed in Schedule C, subject only to the Permitted Encumbrances relating to the Mississauga Property listed in Schedule D.

(b) Alberta

5. THIS COURT ORDERS that, subject to the Permitted Encumbrances relating to the Alberta Property (as defined in Schedule B) listed in Schedule D, upon being presented with an original letter from counsel to the Seller, Blake, Cassels & Graydon LLP, directed to the Alberta Land Titles Office confirming receipt of the Canadian Purchase Price (as defined in the Sale Agreement) payable on Closing Date (as defined in the Sale Agreement), and an Affidavit of Value as prescribed by the *Land Titles Act* (Alberta), the Alberta Land Titles Office be and is hereby authorized and directed to cancel the existing certificates of title to the Alberta Property and to issue new certificates of title in the name of the Canadian Purchaser, [INSERT ADDRESS FOR SERVICE], as specifically set out in the said letter, free and clear of all

Claims, whether registered before or after the date of this Order, subject only to the Permitted Encumbrances relating to the Alberta Property listed in Schedule D.

6. THIS COURT ORDERS that the cancellation of titles and issuance of new titles and discharge of instruments as set out in paragraph 5 shall be registered notwithstanding the requirements of Section 191(1) of the *Land Titles Act* (Alberta).

(c) British Columbia

7. THIS COURT ORDERS that the BC Property (as defined in Schedule C) is hereby conveyed to and vested in the Purchaser and upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, the Registrar of Land Titles (the "BC Registrar") is hereby directed to enter the Canadian Purchaser as owner of the BC Property together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licences, rights, covenants, restrictive covenants, commons, ways, profits, privileges, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of BC Property, and this Court, having considered the interests of third parties, further orders that the BC Registrar is hereby directed to discharge, release, delete and expunge from title to the BC Property all of the Claims relating to the BC Property listed in Schedule C, subject only to the Permitted Encumbrances relating to the BC Property listed in Schedule D, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Canadian Purchaser in and to the BC Property is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Canadian Purchaser as aforesaid.

(d) Quebec

8. THIS COURT ORDERS AND DIRECTS the Registrar of the Land Registry Office for the registration division in Montreal (the "Quebec Registrar") to proceed, upon presentation of a summary of this Order, a certified copy of this Order and a copy of the Sale Agreement, to enter the Canadian Purchaser as the owner of the Quebec Property at the Land Registry Office of Quebec (Montreal division).

9. THIS COURT ORDERS AND DIRECTS the Quebec Registrar to proceed, upon presentation of a certified copy of this Order together with a copy of the Sale Agreement, to the cancellation of all of the Claims that currently affect the Quebec Property (as defined in Schedule B), as if said sale had the effect of a sale under control of justice pursuant to Section 3069 of the *Civil Code of Quebec*, these Claims being the Claims relating to the Quebec Property more fully described in Schedule C, subject only to the Permitted Encumbrances relating to the Quebec Property listed in Schedule D.

GENERAL PROVISIONS

10. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, proceeds from the sale of the Canadian Acquired Assets, which for clarity, shall include, without limitation, all deposits, reserves, holdbacks and adjustments to the Canadian Purchase Price in favour of the Canadian Sellers (as defined in the Sale Agreement) (including amounts released from the Canadian Escrow Amount in accordance with the Sale Agreement), but shall not include the (i) Canadian Escrow Amount, and (ii) the Canadian Sellers' Cure Cost Amount (collectively, the "Sale Proceeds") shall stand in the place and stead of the Canadian Acquired Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances (other than the Permitted Exceptions and Permitted Liens) shall attach to the Sale Proceeds with the same priority as they had with respect to the Canadian Acquired Assets immediately prior to the sale, as if the Canadian Acquired Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

11. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

12. THIS COURT ORDERS AND DIRECTS that on the Closing, subject to the Canadian Sellers maintaining a reserve for the Sale Proceeds in an amount satisfactory to the Monitor, the Canadian Sellers are hereby authorized and directed to make: (a) a distribution in the amount of [●] from the Sale Proceeds, to JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Agent") for and on behalf of the DIP Lenders (as defined in the Amended Amended and Restated Initial Order); and (b) such further distributions from the Sale Proceeds following the resolution of all claims of the Purchaser under the Sale Agreement (in accordance with the

terms of the Sale Agreement) to the Agent on behalf of the DIP Lenders (as defined in the Amended Amended and Restated Initial Order) up to the aggregate amount of all indebtedness, liabilities and obligations now or hereafter owing by the Canadian Sellers to the DIP Lenders (as defined in the Initial Order) (collectively, the “Distributions”).

13. THIS COURT ORDERS that the payment and satisfaction of obligations to the Agent as directed by paragraph 12 of this Order do not and will not constitute a fraudulent preference, fraudulent conveyance, oppressive conduct, settlement or other challengeable or reviewable transaction under any applicable law.

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* (“PIPEDA”) and pursuant to section 18 of the *Act Respecting the Protection of Personal Information in the Private Sector*, R.S.Q. c P-39.1 (the “Quebec Privacy Act”), the Canadian Sellers are authorized and permitted to disclose and transfer to the Canadian Purchaser all human resources and payroll information in the Canadian Sellers’ records pertaining to the Canadian Sellers’ past and current employees. The Canadian Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects in compliance with the provisions of PIPEDA and the Quebec Privacy Act.

15. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Canadian Sellers and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Canadian Sellers;

the vesting of the Canadian Acquired Assets in the Canadian Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Canadian Sellers and shall not be void or voidable by creditors of the relevant Applicant nor

shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

17. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Canadian Sellers and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Sellers, as may be necessary or desirable to give effect to this Order or to assist the Canadian Sellers and their agents in carrying out the terms of this Order.

Schedule A – Form of Monitor’s Certificate

Court File No. CV-09-8122-00CL

ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES’ CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
 ARRANGEMENT OF INDALEX LIMITED, INDALEX
 HOLDINGS (B.C.) LTD., 6326765 CANADA INC. and
 NOVAR INC. (the “Applicants”)

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Morawetz of the Ontario Superior Court of Justice (the “Court”) dated April 3, 2009, FTI Consulting Canada ULC was appointed as the monitor of the Applicants.

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the “Sale Agreement”) among Indalex Limited, Indalex Holdings (B.C.) Ltd., and 6326765 Canada Inc. (collectively, the “Canadian Sellers”), Indalex Holdings Finance, Inc., Indalex Holding Corp., Indalex Inc., Caradon Lebanon, Inc., Dolton Aluminum Company, Inc., and [NAME OF PURCHASER] (the “Canadian Purchaser”) [or (“Canadian Purchasers”)] and provided for the vesting in the Canadian Purchaser [or such entity as the Canadian Purchaser may direct,] of the Canadian Sellers’ right, title and interest in and to the Canadian Acquired Assets, which vesting is to be effective with respect to the Canadian Acquired Assets upon the delivery by the Monitor to the Canadian Purchaser of a certificate confirming (i) the payment by the Canadian Purchaser of the Canadian Purchase Price for the Canadian Acquired Assets; (ii) that the conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Canadian Sellers

and the Canadian Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Canadian Purchaser has paid and the Canadian Sellers have received the Canadian Purchase Price for the Canadian Acquired Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in section 9 of the Sale Agreement have been satisfied or waived by the Canadian Sellers and the Canadian Purchaser; and

3. The Transaction has been completed to the satisfaction of the Monitor.

4. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

**FTI Consulting Canada ULC, in its capacity
as Monitor of the Applicants, and not in its
personal capacity**

Per: _____

Name:

Title:

Schedule B – Real and Immoveable Property

1. PIN 10293-0044 (LT): Lot 4 on Plan 3521 North York and Part of Lots 5 and 9 on Plan 3521 North York, as in Instrument No. TB931608, subject to Instrument No. NY526170E, Toronto (North York), City of Toronto

(the “Toronto Property”).
2. Firstly: PIN 13291-1236 (LT): Parcel 48-1, Section 43M-425, being Block 48 on Plan 43M-425, except Part 2 on Plan 43R-25314, together with an easement over Part of Lot 4, Concession 2 east of Hurontario Street, Toronto Township, designated as Parts 1, 2, and 3 on Plan 43R-31684, as in Instrument No. PR1340212, City of Mississauga, Regional Municipality of Peel

Secondly: PIN 13291-1282 (LT): Part of Lot 4, Concession 2, east of Hurontario Street, as in Instrument No. RO1053352, save and except Part 1 on Plan 43R-25314 and Part 2 on Plan 43R-29386, subject to Instrument No. RO832725, together with an easement over Part of Lot 4, Concession 2 east of Hurontario Street, Toronto Township, designated as Parts 1, 2, and 3 on Plan 43R-31684, as in Instrument No. PR1340212, City of Mississauga, Regional Municipality of Peel

(collectively, the “Mississauga Property”).
3. PID: 011-122-111
Block 13, District Lot 288, Group 1
New Westminster District Plan 4667
(the “BC Property”)
4. Plan 2007JK, Block 8, Lots 13 & 14
Excepting thereout all mines and minerals
(the “Alberta Property”)
5. Lot 2 528 235 of the Cadastre of Quebec
Registration Division of Montreal
(the “Quebec Property”)

Schedule C – Claims to be deleted and expunged from title to Real Property

Toronto Property:

1. Instrument No. AT1013992, registered on December 19, 2005, is an Application to Change Name by Owner wherein the name of the registered owner is changed from 1053334 Ontario Limited to 6326765 Canada Inc.
2. Instrument No. AT1053604, registered on February 2, 2006, is a charge/mortgage in favour of JPMorgan Chase Bank, N.A.
3. Instrument No. AT1053605, registered on February 2, 2006, is a notice of assignment of rents – general in favour of JPMorgan Chase Bank, N.A.
4. Instrument No. AT2045510, registered on April 9, 2009, is a charge/mortgage in favour of JPMorgan Chase Bank, National Association.
5. Instrument No. AT2045603, registered on April 9, 2009, is a notice of assignment of rents – general in favour of JPMorgan Chase Bank, National Association.

Mississauga Property:

6. Instrument No. PR986328, registered on December 19, 2005, is an Application to Change Name by Owner wherein the name of the registered owner is changed from 1053334 Ontario Limited to 6326765 Canada Inc.
7. Instrument No. PR988798, registered on December 22, 2005, is an Application to Change Name by Owner wherein the name of the registered owner is changed from 1053334 Ontario Limited to 6326765 Canada Inc.
8. Instrument No. PR991412, registered on December 30, 2005, is an Notice of Change of Address for service respecting a change in the address for service for 6326765 Canada Inc.
9. Instrument No. PR1008796, registered on February 2, 2006, is a charge/mortgage in favour of JPMorgan Chase Bank, N.A.
10. Instrument No. PR1008797, registered on February 2, 2006, is a notice of assignment of rents – general in favour of JPMorgan Chase Bank, N.A.
11. Instrument No. PR1624662, registered on April 9, 2009, is a charge/mortgage in favour of JPMorgan Chase Bank, National Association.
12. Instrument No. PR1624663, registered on April 9, 2009, is a notice of assignment of rents – general in favour of JPMorgan Chase Bank, National Association.

BC Property:

13. Instrument No. BA463980, registered on February 8, 2006, is a mortgage in favour of JPMorgan Chase Bank, National Association.

14. Instrument No. BA463981, registered on February 8, 2006, is an assignment of rents in favour of JPMorgan Chase Bank, National Association.
15. Instrument No. CA1082821, registered on April 14, 2009, is a mortgage in favour of JPMorgan Chase Bank, National Association.
16. Instrument No. CA1082822, registered on April 14, 2009, is an assignment of rents in favour of JPMorgan Chase Bank, National Association.

Alberta Property:

17. Instrument No. 061 067 977, registered on February 15, 2006, is a mortgage in favour of JPMorgan Chase Bank, National Association.
18. Instrument No. 061 067 978, registered on February 15, 2006, is a caveat re: assignment of rents in favour of JPMorgan Chase Bank, National Association.
19. Instrument No. 091 100 289, registered on April 16, 2009, is a mortgage in favour of JPMorgan Chase Bank, National Association.
20. Instrument No. 091 100 290, registered on April 16, 2009, is a caveat re: assignment of rents in favour of JPMorgan Chase Bank, National Association.

Quebec Property:

21. Instrument No. 13 033 043, registered on February 2, 2006, is a deed of hypothec in favour of JPMorgan Chase Bank, N.A.
22. Instrument No. 16 074 149, registered on April 9, 2009, is a deed of hypothec in favour of JPMorgan Chase Bank, N.A.

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants Related to the Real Property (Registrations Unaffected by Vesting Order)

Toronto Property:

1. Instrument No. NY378985, registered on March 7, 1962, is a by-law passed by the Corporation of the Borough of North York.
2. Instrument No. NY526170E, registered on December 11, 1967, is a transfer of easement and an expropriation certificate in favour of the Corporation of the Borough of North York.
3. Instrument No. 64BA559, deposited on July 18, 1974, is a plan pursuant to the *Boundaries Act* which confirms the boundaries of Sheppard Avenue.
4. Instrument No. TR57844, registered on March 27, 2000, is notice of Pearson Airport zoning regulations.
5. **[Instrument No. AT2005560, registered on February 2, 2009, is a notice of security interest in favour of NRB Inc.]**

Mississauga Property:

6. Instrument No. TT120053, registered on June 15, 1959, is a notice of amendment to Toronto-Malton Airport zoning regulations.
7. Instrument No. TT144298, registered on March 13, 1962, is a notice of amendment to Toronto-Malton Airport zoning regulations.
8. Instrument No. VS248789, registered on February 12, 1973, is a notice of amendment to Toronto-Malton Airport zoning regulations.
9. Instrument No. LT350099, registered on November 4, 1981, is a notice of drainage and occupancy agreement in favour of the Corporation of the City of Mississauga.
10. Instrument No. LT351441, registered on November 12, 1981, is a by-law passed by the Corporation of the City of Mississauga.
11. Instrument No. LT1398393, registered on March 30, 1993, is an application (general) re: partial release of Instrument No. LT350099.
12. Instrument No. RO832725, registered on January 19, 1988, is a transfer of easement in favour of the Corporation of the City of Mississauga.
13. Instrument No. LT2057426, registered on March 27, 2000, is notice of Pearson Airport zoning regulations.

BC Property:

14. Instrument No. BE282930, registered on October 25, 1991, is a statutory right of way in favour of the City of Port Coquitlam.
15. Instrument No. BT274870, registered on July 30, 2002, is a development permit.
16. Instrument No. BH306436, registered on August 18, 1994, is a development permit.
17. Instrument No. BX589964, registered on December 1, 2005, is a covenant entered into between the City of Port Coquitlam and Indalex Holdings (B.C.) Ltd. with respect to the building covenant.

Alberta Property:

18. Instrument No. 6499IQ, registered on June 18, 1963, is a utility right of way in favour of the City of Calgary.
19. Instrument No. 6500IQ, registered on June 18, 1963, is a utility right of way in favour of the City of Calgary for pole anchor site.
20. Instrument No. 4661JC, registered on December 9, 1964, is a utility right of way in favour of Canadian Pacific Railway and C.N.R.
21. Instrument No. 4534LD, registered on November 4, 1971, is a utility right of way in favour of the City of Calgary.
22. Instrument No. 4535LD, registered on November 4, 1971, is a utility right of way in favour of the City of Calgary.
23. Instrument No. 731 074 497, registered on November 21, 1973 is a caveat re: encroachment agreement in favour of the City of Calgary.
24. Instrument No. 771 147 064, registered on October 20, 1977, is notice of Calgary International Airport zoning regulations.
25. Instrument No. 991 220 194, registered on August 3, 1999, is a caveat re: easement and common access agreement between Westway Equipment Leasing Inc. and Caradon Limited.

Quebec Property:

26. Instrument No. 1 459 846 is a servitude granted by Her Majesty The Queen in favour of the City of Pointe-Claire for sanitary trunk sewer.
27. Instrument No. 3 914 366 is a servitude in favour of Department of Transport (Canada) to limit the height of the buildings for the Dorval International Airport (Pierre-Elliott Trudeau International Airport).

28. Instrument No. 3 914 366 is a servitude in favour of Department of Transport (Canada) to limit the use of the immovables to industrial or commercial purposes.

the Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD
(Returnable July 20, 2009)**

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
199 Bay Street, Suite 2800
Box 25, Commerce Court West
Toronto, Ontario M5L 1A9

Linc Rogers LSUC#: 43562N
Tel: (416) 863-4168

Katherine McEachern LSUC#: 38345M
Tel: (416) 863-2566

Jackie Moher LSUC#: 53166V
Tel: (416) 863-3174
Fax: (416) 863-2653

Lawyers for the Applicants