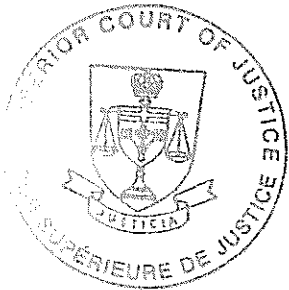


**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) THURSDAY, THE
)
MADAM JUSTICE HOY) 8th DAY OF JULY, 2010



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 SIGNATURE ALUMINUM CANADA INC.

Applicant

ORDER

THIS MOTION made by the Applicant for an Order:

- a) abridging the time for service of the Notice of Motion, the Sixth Report of the Monitor, FTI Consulting Canada Inc., dated July 6, 2010 (the "Sixth Report") and the Motion Record, if necessary, and declaring that the motion is properly returnable on Thursday, July 8, 2010;
- b) approving the letter agreement dated July 6, 2010 among the Applicant, the Monitor and the other parties thereto, which is attached as Appendix B to the Sixth Report (the "Implementation Letter Agreement"); and
- c) amending the Order of the Honourable Madam Justice Hoy dated June 11, 2010 (the "Sanction Order") which approves and sanctions the Applicant's second amended and restated plan of compromise and arrangement dated June 7, 2010, as

further amended on June 18, 2010 as the third amended and restated plan of compromise and arrangement (as amended, restated or replaced from time to time, the "Plan"),

was heard this day at 330 University Avenue, Toronto, Ontario.

UPON READING the within Notice of Motion, and the Sixth Report; and upon hearing the submissions of counsel for the Applicant and the Monitor; upon being advised that all persons listed on the Applicant's Service List as of July 2, 2010 were served with the Motion Record herein;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Sixth Report and the Motion Record in support of this Motion be and is hereby abridged, such that this Motion is properly returnable today and that any further service of the Notice of Motion and the Motion Record is hereby dispensed with.

IMPLEMENTATION LETTER AGREEMENT

2. **THIS COURT ORDERS** that the Implementation Letter Agreement be and is hereby approved.
3. **THIS COURT ORDERS** that the Applicant be and is hereby authorized and directed to execute the Implementation Letter Agreement and to perform its material obligations thereunder.
4. **THIS COURT ORDERS** that the Applicant be and is hereby authorized to execute and deliver such additional ancillary documents as may be necessary to give effect to the Implementation Letter Agreement, subject to the prior approval of such documents by the Monitor or as may be ordered by this Court.

AMENDMENTS TO SANCTION ORDER

5. **THIS COURT ORDERS** that paragraph 13 of the Sanction Order is hereby amended to read as follows:

13. THIS COURT ORDERS that all Charges established by the Initial Order or any other Order of the CCAA Court, shall be terminated, released and discharged effective on the Plan Implementation Date save and except for the Administration Charge which shall continue against all assets of the Applicant including over the Administration Charge Reserve established pursuant to a letter agreement dated July 2, 2010 among the Applicant, the Monitor and other parties thereto (the "Implementation Letter Agreement") ~~which shall attach to the Administration Charge reserve established by the Monitor pursuant to Section 5.2(a) of the Plan.~~

6. **THIS COURT ORDERS** that paragraph 14 of the Sanction Order is hereby amended to read as follows:

14. THIS COURT ORDERS that, subject to the Applicant's right to assess accounts of its counsel and the rights set out in paragraph 29 of the Initial Order, the Monitor is hereby authorized and directed to pay, from the Administrative Charge Reserve established pursuant to section 5.2(a) of the Plan as implemented pursuant to the Implementation Letter Agreement, the accounts of the Monitor, counsel for the Monitor, counsel to the Applicant, and any such other amounts of the type secured by the Administration Charge ~~against the Administrative Charge Reserve on a weekly basis,~~ and the Monitor is under no obligation to inquire or undertake any due diligence with respect to such amounts and shall incur no liability in connection with this paragraph 14 ~~and paragraph 13 hereof~~ and shall refund any residual amounts remaining in the Administration Charge Reserve to the Applicant or Biscayne, as applicable upon the filing of the Discharge Certificate (as hereinafter defined). The Administration Charge shall terminate upon the filing of the Discharge Certificate.

7. **THIS COURT ORDERS** that paragraph 23 of the Sanction Order is hereby amended to read as follows:

23. THIS COURT ORDERS that the Monitor shall be discharged of its duties and obligations pursuant to the Plan and all Orders made in the CCAA Proceedings, upon the filing with this Court of a certificate (the "Discharge Certificate") of the Monitor certifying that the matters set out

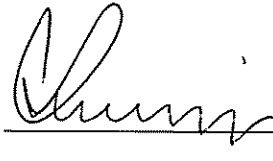
in the immediately preceding paragraph 22 are completed to the best of the Monitor's knowledge, and

- (i) all amounts have been received by the Monitor in accordance with the Payment Schedule (as defined in the Implementation Letter Agreement);
- (ii) each of the Professionals (as defined in the Implementation Letter Agreement) confirms in writing to the Monitor (with e-mail confirmation being satisfactory) that they have been fully paid by the Monitor on behalf of the Applicant from the amounts paid by the Applicant to the Monitor pursuant to the Implementation Letter Agreement; and
- (iii) the Monitor has been fully paid.

8. **THIS COURT ORDERS** that paragraph 24 of the Sanction Order is hereby amended to read as follows:

24. THIS COURT ORDERS that the Administration Charge ~~insofar as, and to the extent, it has attached to the Administration Charge Reserve,~~ shall include and extend to any costs or disbursements of the Monitor, its counsel and the Applicant's counsel, incurred in connection with the performance of the Monitor's duties pursuant to paragraph 22.

9. **THIS COURT ORDERS** paragraphs 5, 6, 7 and 8 hereof shall operate notwithstanding the provisions of the Plan, including section 5.2(a) and section 8.1(g) thereof



Christina Irwin
Registrar, Superior Court of Justice

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUL 08 2010

PER / PAR: 

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SIGNATURE ALUMINUM CANADA INC.

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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

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