

**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

**AFFIDAVIT OF FRED FAZIO**  
(Sworn June 29, 2009)

I, Fred Fazio, of the City of New York, in the State of New York, United States of  
America, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Vice-President with Jefferies & Company, Inc. ("Jefferies"), the investment bank retained by Indalex Holdings Finance, Inc., Indalex Holding Corp., Indalex Inc., Caradon Lebanon, Inc., and Dolton Aluminium Company, Inc. (collectively, "Indalex U.S.") and Indalex Limited, Indalex Holdings (B.C.) Ltd., and 6326765 Canada Inc. (collectively, "Indalex Canada"), and together with Indalex U.S., "Indalex") to assist and advise Indalex in: identifying a stalking horse bidder for the assets of Indalex; soliciting higher and better offers for Indalex's assets than that provided by the stalking horse bidder; and, conducting an auction for Indalex's assets, should higher and better offer bids be obtained. In close consultation with, and following receipt of appropriate direction and instruction from, Indalex's management and professional advisors, I had primary

responsibility for soliciting stalking horse bids for Indalex's assets and negotiating and settling key commercial terms of the stalking horse transaction. Accordingly, I have knowledge of the matters deposed to herein. Where this affidavit is not based on my direct personal knowledge, it is based on information and belief and I verily believe such information to be true.

2. All capitalized words and phrases used herein and not otherwise defined have the meanings given to them in the APA (as defined below).

### **RELIEF SOUGHT**

3. This affidavit is sworn in support of Indalex Canada and Novar Inc.'s<sup>1</sup> (collectively, the "Applicants") motion for an Order:
  - (a) approving the bidding procedures substantially in the form attached hereto as Exhibit "A" (the "Bidding Procedures"), to be used in conjunction with the court-supervised stalking horse process for the sale of the assets of Indalex (the "Stalking Horse Process");
  - (b) deeming the Asset Purchase Agreement dated as of June 16, 2009, attached hereto as Exhibit "B" (without schedules and exhibits) (the "APA"), by and among Sapa Holding AB, on its own behalf as U.S. Purchaser and on behalf of one or more Canadian Purchasers to be named (collectively, the "Stalking Horse Bidder") and Indalex to be a Qualified Bid (as defined in the Bidding Procedures) and accepted for the purposes of conducting the Stalking Horse Process; and

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<sup>1</sup> Novar Inc. is a dormant company and although it is an Applicant, it was not party to the stalking horse transaction.

(c) approving and authorizing the Break Fee in the manner provided for in the APA in conjunction with the Stalking Horse Process.

4. This motion is brought in conjunction with a parallel motion by Indalex U.S. in proceedings commenced pursuant to Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware.

### **BACKGROUND**

5. Indalex is one of the world's largest aluminum extrusion companies and the only such company providing coast-to-coast coverage across North America. Indalex U.S. and Indalex Canada are not stand alone operations. The executive suite for the entire Indalex business is resident in Lincolnshire, Illinois and Indalex is operated as a fully integrated and interdependent enterprise.
6. Due to a number of external factors affecting commodity prices and Indalex's end user market, Indalex began to experience significant financial difficulties and liquidity constraints.
7. Indalex U.S. filed for protection from its creditors pursuant to Chapter 11 of the U.S. Bankruptcy Code (the "Chapter 11 Proceedings") on March 20, 2009. On April 3, 2009, the Applicants filed for and obtained protection (the "Canadian Proceedings") from their creditors under the Companies' Creditors Arrangement Act (the "CCAA"), pursuant to an order (the "Initial Order") of the Honourable Mr. Justice Morawetz. Pursuant to the Initial Order, FTI Consulting Canada ULC (the "Monitor") was appointed as Monitor of the Applicants.

8. On April 8, 2009, the Initial Order was amended and restated 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 Applicants, Indalex U.S. and a syndicate of lenders (the “DIP Lenders”) for which JPMorgan Chase Bank, N.A. is administrative agent (the “DIP Credit Agreement”).
9. The DIP Credit Agreement contains certain milestones with respect to the sale of the assets of Indalex. Pursuant to the milestones, Indalex was required to execute and deliver an asset purchase agreement on or before June 16, 2009 that met certain monetary thresholds, including the allocation of a minimum amount of cash proceeds to the assets of Indalex U.S. The monetary thresholds are confidential; however, I am advised by counsel for Indalex Canada that they have previously been disclosed to the Court.

#### **MARKETING THE INDALEX BUSINESS FOR SALE**

10. The purpose of the marketing process was to identify a bid – known as a stalking horse – for Indalex’s assets that would establish a base line bid that could then be used to solicit higher and better offers. Jefferies began marketing Indalex on March 18, 2009 by identifying and making contact with 54 potential purchasers.
11. A confidential information memorandum (“CIM”) was circulated to 36 parties by Jefferies. Of these 36 potential purchasers, 7 were considered strategic buyers currently operating in the aluminum extrusion industry, and 29 were considered financial buyers. The CIM contained a detailed overview of the Indalex business, its facilities, operations and business strategies, market share and financial data, and analysis of the aluminum extrusion industry.

12. On April 22, 2009, the marketing process was approved by the Court. A supplementary letter was sent to interested parties advising them of Canadian Court approval, and confirming that expressions of interest should be submitted by April 30, 2009 for all of the assets of Indalex or any part thereof.
13. On or before April 30, 2009, 13 preliminary indications of interest were received by Jefferies with initial valuations of the Indalex business ranging from \$65 million to \$120 million. Based on an evaluation of these preliminary bids, seven buyers were invited to continue to the second round of the Stalking Horse Process.
14. In the second round of the Stalking Horse Process, management presentations were made and potential purchasers were given an opportunity to meet with the Indalex management team and conduct site visits of the Indalex facilities. In addition, an electronic data room was set up by Jefferies which contained detailed financial disclosure, copies of material contracts, and extensive additional diligence information.
15. Following the second round, two potential purchasers declined to submit stalking horse bids. The remaining five potential purchasers were provided with a template APA (including draft disclosure schedules), as well as draft Bidding Procedures and instructed to submit bids on or before June 4, 2009 (the "Bid Deadline").

16. On or before the Bid Deadline, Jefferies received bids from 4 of the potential purchasers for all or substantially all of the Indalex business;<sup>2</sup> although the template APA allowed bidders to submit bids on a facility-by-facility basis if they so wished.
17. Copies of all bids were promptly provided to the Monitor.
18. Following the Bid Deadline to June 10, 2009, Jefferies had discussions with each of the 4 bidders who had submitted bids to provide them an equal opportunity to, among other things, increase the total consideration payable under the bids and remove potentially problematic closing conditions.
19. On June 10, 2009, the Board of Directors of Indalex Canada, after consultation with Jefferies, the U.S. Chief Restructuring Officer and the Monitor, voted unanimously to approve the bid submitted by the Stalking Horse Bidder. Indalex U.S.'s board approved the bid by the Stalking Horse Bidder on June 11, 2009. Legal counsel to Indalex was then instructed to finalize the APA with the Stalking Horse Bidder.
20. On Monday June 15, 2009, subsequent to the deadline for the submission of bids, while legal counsel to Indalex were concluding negotiations with the Stalking Horse Bidder on the APA, a fifth bid was received for the business of Indalex Canada only. The bidder indicated that it had had initial discussions with U.S. liquidators to submit a joint bid, whereby the bidder would purchase the business of Indalex Canada as a going concern and the business of Indalex U.S. would be liquidated. Jefferies promptly communicated this information to the Monitor.

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<sup>2</sup> Two bidders, that were not selected as the Stalking Horse Bidder, provided Jefferies with firm confirmations on June 4, 2009 that they were bidding on Indalex's assets. Final documentation for both bidders arrived early in the morning on June 5, 2009.

21. The initial valuation placed on the business of Indalex Canada by this bid exceeded the valuation of the Stalking Horse Bidder. However, it had certain due diligence conditions attached to it, and additional information was needed by Jefferies in order to assess it, which was requested by Jefferies on June 16, 2009. By the time the additional information was received, the APA had been fully executed and a motion seeking approval of the Bidding Procedures had been filed with the Court.
  
22. The bid received from the Stalking Horse Bidder is the result of a competitive process and offers greater consideration to each of the estates of Indalex Canada and Indalex U.S. than any other bid received by the Bid Deadline. It contains the fewest closing conditions and in the view of Indalex Canada and its professional advisors, it is in the best interest of Indalex's stakeholders, including its employees, customers and suppliers. The APA is also satisfactory to the DIP Lenders, and satisfies the milestone requirements set out in the DIP Credit Agreement. A copy of a confidential summary prepared by Jefferies of bids received in the Stalking Horse Process will be made available to the Court at the time of hearing of this motion.

#### **THE STALKING HORSE BIDDER**

23. Sapa Holding AB has been selected by Indalex as the Stalking Horse Bidder. The Stalking Horse Bidder is a corporation incorporated in Sweden which develops, manufactures and markets soft-alloy aluminum profiles, profile-based building systems and aluminum strips for heat exchangers.

24. It operates aluminum extruding facilities in Portland, Oregon; Yankton, South Dakota; Spanish Fork, Utah; Magnolia, Arkansas; Delhi, Louisiana; Cressona, Pennsylvania; and Morris, Indiana. It currently has no production facilities in Canada.
25. Financial information was provided by the Stalking Horse Bidder to Jefferies. Jefferies is satisfied that the Stalking Horse Bidder has access to the necessary cash resources to conclude the transaction and satisfy its obligations under the APA.

### **THE APA**

26. The key terms of the APA are set out below.

#### Assets Acquired

27. Pursuant to the APA, Indalex has agreed to sell, transfer and assign to the Stalking Horse Bidder and the Stalking Horse Bidder has agreed to purchase, all of Indalex's right, title and interest in and to the tangible and intangible assets, properties, rights, interests, claims and contracts of Indalex related to the Indalex business, including all accounts receivable, personal property, real property, furniture, fixtures and equipment, permits, intellectual property and goodwill, other than the Excluded Assets, free and clear of all liens and encumbrances, other than certain permitted encumbrances.
28. The aggregate book value of the current assets of Indalex Canada at closing is estimated to be US\$31,033,000. The aggregate book value of the current assets of Indalex U.S. is estimated to be US\$63,967,000.



29. Indalex will retain the Excluded Assets, including the real property owned by Indalex U.S. in Fostoria, Ohio and Modesto, California, all cash, all properties, rights and interests in connection with, and assets of, any Employee Benefit Plan, and all contracts that are not Assigned Contracts.
30. Indalex will not seek to sell any equipment subject to personal property leases or vest out the security interests of any equipment lessors, although Indalex may seek to assign its interests in the leases themselves.

Assumption of Liabilities

31. Pursuant to the APA, the Stalking Horse Bidder has agreed to assume and be responsible for and thereafter pay, perform, honour and discharge, as and when due, among other things:
  - (a) all of Indalex's liabilities and obligations under Assigned Contracts accruing after the Closing;
  - (b) all post-filing ordinary course liabilities and obligations with respect to the Acquired Assets;
  - (c) all commitments as of the Closing to sell and deliver inventory under Assigned Contracts;
  - (d) all amounts owing to Transferred Employees and Canadian Unionized Business Employees arising from and after the Closing Date; and

(e) all contract Cure Amounts payable above the thresholds set out in Section 2.8 of the APA, and all Transaction Taxes arising from or relating to the purchase by the Stalking Horse Bidder of the Acquired Assets.

32. In addition, the Stalking Horse Bidder has agreed to assume certain accrued pre-closing liabilities of Indalex Canada and Indalex U.S., as more particularly set out in Schedules 2.4(e) and 2.5(e) of the APA, for payment of amounts owing to employees for, among other things, payroll, workers' compensation, and vacation pay, as well as certain capital lease obligations.
33. The aggregate estimated amount of the assumed liabilities is \$4,936,000 with respect to Indalex Canada, and \$24,436,000 with respect to Indalex U.S.
34. Indalex Canada and Indalex U.S. will retain the Excluded Liabilities, including any liabilities and obligations of Indalex relating to any Employee Benefit Plans.

#### Consideration

35. Prior to Closing, Indalex Canada will provide the Stalking Horse Bidder with an estimate of the book value of its Current Canadian Assets and the Canadian Assumed Liabilities as of the Closing Date.
36. For every dollar the Closing Date estimate of the value of the Current Canadian Assets exceeds the estimate at the Execution Date of \$31,033,000, the Stalking Horse Bidder must pay a dollar-for-dollar increase. It will also receive a dollar-for-dollar decrease to the extent the Closing Date estimate is below the earlier estimate.

37. For every dollar the Closing Date estimate of the Canadian Assumed Liabilities is less than the Execution Date estimate of \$4,936,000, the Stalking Horse Bidder will be required to pay a dollar increase in the Canadian Purchase Price. For every dollar the Closing Date estimate is greater than the earlier estimate, the Stalking Horse Bidder will be entitled to a dollar-for-dollar reduction in respect of the Canadian Purchase Price.
38. A final reconciliation will take place as soon as possible following Closing and in any event no later than 60 days after the Closing Date.
39. A parallel process will take place with respect to Indalex U.S.

Payment of Purchase Price

40. Indalex will receive total consideration under the APA in the amount of USD\$151,183,000.00, subject to the adjustment (described above). A deposit in the amount of USD\$10,000,000.00 was received immediately following execution of the APA, being the US Deposit in the amount of USD\$7,250,000.00, and the Canadian Deposit in the amount of USD\$2,750,000.00. The Monitor is holding the Canadian Deposit.
41. On Closing, Indalex U.S. will receive the US Cash Purchase Price in the amount of \$90,111,000.00, as adjusted as of the Closing Date, less the U.S. Deposit and USD\$7,250,000.00, representing the US Escrow Amount (described below), plus the US Assumed Liabilities which will be satisfied by the execution and delivery of the US Assignment and Assumption Agreement.

42. On Closing, Indalex Canada will receive the Canadian Cash Purchase Price in the amount of USD\$31,700,000.00, as adjusted as of the Closing Date, less the Canadian Deposit and USD\$2,750,000.00, representing the Canadian Escrow Amount to secure the final working capital reconciliation (described below), plus the Canadian Assumed Liabilities which will be satisfied by the execution and delivery of the Canadian Assignment and Assumption Agreement.
43. The US Escrow Amount and the Canadian Escrow Amount will be held by an Escrow Agent pending delivery of final Closing Date Statements by the Stalking Horse Bidder, which statements are required to be delivered as soon as possible following Closing and in any event within 60 days following the Closing Date. The final Closing Date Statements will reconcile the estimated Closing Date Canadian and U.S. current assets and Assumed Liabilities with actual Closing Date Canadian and U.S. current assets and Assumed Liabilities.
44. The Stalking Horse Bidder will deliver to Indalex an Allocation Statement on or about 120 days after the Closing Date, allocating the consideration paid by the Stalking Horse Bidder among the U.S. Acquired Assets and the Canadian Acquired Assets on a reasonable basis for tax purposes.

#### Competition Act/ Antitrust Approvals

45. Indalex and the Stalking Horse Bidder have agreed to cooperate to obtain all consents and approvals required for the consummation of the transactions under the APA, including the application for an advanced ruling certificate under the *Competition Act* (Canada) and approvals under the *Hart-Scott-Rodino Antitrust Improvements Act of 1976*. All

Canadian and U.S. antitrust filings have been made. The Canadian statutory waiting period expires July 16, 2009, subject to supplementary information requests. The U.S. waiting period expires at 11:59 p.m. on July 7, 2009.

### Employees

46. The Stalking Horse Bidder requires that Indalex Canada terminate all employees prior to closing other than Canadian Unionized Employees and Business Employees in the Province of Quebec. Under the terms of the APA, all Canadian Unionized Employees will continue their employment with the Stalking Horse Bidder and all or substantially all of the Business Employees in the Province of Quebec will be offered employment. The balance of Indalex Canada's employees – salaried employees outside the Province of Quebec – will be offered employment at the discretion of the Stalking Horse Bidder. Based on discussions with the Stalking Horse Bidder, it is currently anticipated that substantially all of these employees will be offered employment; however, the Stalking Horse Bidder indicated it wished to have some flexibility under the APA with respect to these employees. The initial terms of employment offered or applicable to any Business Employees in Canada shall be substantially comparable in the aggregate in terms limited to current title, compensation, benefits, hours of work and location, with similar duties.
47. The Stalking Horse Bidder reserves the right to establish its own employment benefit plans or programs for Transferred Employees, subject to the obligations set out above.

### Conditions Precedent to Closing

48. The obligation of the Stalking Horse Bidder to consummate the transactions contemplated by the APA is subject to the fulfillment, at or before Closing, of the conditions precedent set forth in Sections 9.1 and 9.2 of the APA, including, (i) entry of an order by the Bankruptcy Court and the Canadian Court approving the Bidding Procedures on or before July 2, 2009; (ii) approval of the transactions contemplated by the APA by the Bankruptcy Court and the Canadian Court on or before July 20, 2009; (iii) assumption by the Stalking Horse Bidder of all Assigned Contracts necessary to operate each Facility or the Business as a whole as currently operated in all material respects on or before August 1, 2009; and (iv) transfer of the Permits necessary to operate each Facility or the Business as a whole as currently operated in all material respects (or issuance of substitute or new Permits) on or before August 1, 2009.
49. Indalex Canada has agreed to use up to USD\$616,000 out of the Canadian Case Purchase Price to pay arrears owing on Canadian Assigned Contracts, to the extent such payments are necessary to secure the required consents. Any amounts in excess of this threshold are payable by the Stalking Horse Bidder.

#### Break Fee

50. In the event that the APA is terminated automatically upon the consummation of an Alternate Transaction (e.g. a higher and better offer obtained in accordance with the Bidding Procedures), each Indalex entity will pay its pro-rata share of the Break Fee in the amount of USD\$5,300,000 (representing 3.5% of the Purchase Price). Indalex Canada's pro rata share of the Break Fee is US\$1,283,805.00. An Alternate Transaction

must provide for payment in full of the obligations owing under the DIP Credit Agreement and the Break Fee, out of proceeds of sale.

51. The Break Fee required by the Stalking Horse Bidder is not materially greater than the comparable break fee requested by any other bidder who submitted bids.
52. Jefferies is of the view that the Break Fee is consistent with market practice for comparable transactions. In that regard, Jefferies Break Fee analysis is set out at Exhibit "C".

## **BIDDING PROCEDURES**

53. The key terms of the Bidding Procedures are summarized below.

### Bidding Deadline

54. The Stalking Horse Bidder establishes the baseline. Any party wishing to purchase the assets must submit higher and better offers than the Stalking Horse Bidder.
55. All offers, solicitations, or proposals must be submitted in writing so that they are actually received no later than 10:00 a.m (Eastern Time) on July 14, 2009 (the "Bidding Deadline").

### Participant Requirements

56. To be considered as a "Qualified Bid", each Potential Bidder must, before the Bidding Deadline, satisfactorily provide Indalex with the following, among other things, a non-binding expression of interest reasonably identifying the contemplated transaction, the

proposed purchase price, contingencies and conditions precedent to closing, and proof of financial ability to close the contemplated transaction.

Bid Requirements

57. Each Qualified Bidder must satisfy each of the following conditions:
- (a) delivery of a written submission of an asset purchase agreement, blacklined to the APA, and a written commitment that the Qualified Bidder is committed to close on those terms;
  - (b) allocation of the purchase price between the Canadian Acquired Assets and the US Acquired Assets, provided that a Qualified Bidder may not allocate a lesser amount to the Canadian Acquired Assets or the US Acquired Assets than has been allocated by the Stalking Horse Bidder;
  - (c) the offer must be irrevocable until the sooner of (A) twenty-one days after orders are obtained by the Bankruptcy Court and the Canadian Court approving the sale of the Acquired Assets, and (B) two business days after the Assets have been sold at Closing to the Stalking Horse Bidder;
  - (d) the offer may not be conditioned on financing or any internal approval or on the outcome or review of due diligence, and any other contingencies associated with the offer may not be more burdensome than those set forth in the APA;
  - (e) receipt of written evidence of a commitment for financing or other evidence of the ability to consummate the sale satisfactory to Indalex;



- (f) must not request or entitle the Qualified Bidder to a break-up fee, expense reimbursement or similar type of payment;
- (g) must be accompanied by a good faith deposit in the aggregate amount of not less than USD\$10,000,000.00; and
- (h) with respect to consideration, a Bid must satisfy two minimum thresholds:
  - (i) the aggregate consideration must be equal to or greater than the aggregate unadjusted Purchase Price payable to Indalex under the APA of \$151,183,000,<sup>3</sup> plus the amount of the Break Fee of \$5,300,000 plus \$250,000 for a total minimum consideration of \$156,733,000 (the “Minimum Overbid”); and
  - (ii) the cash component of the Minimum Overbid for:
    - A. the U.S. Assets must be equal to or greater than the U.S. Cash Purchase Price of \$90,111,000 plus Indalex U.S.’s pro rata share of the Break Fee payable under the APA, being \$4,016,195 plus Indalex U.S.’s pro rata entitlement (based on the unadjusted Purchase Price allocation provided for in the APA) of the \$250,000 payable pursuant to subparagraph (i) above in the amount \$190,000, providing for a total minimum cash amount payable to Indalex U.S. of \$94,317,195; and

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<sup>3</sup> which number is comprised of the U.S. Cash Purchase Price of \$90,111,000 plus the U.S. Base Assumed Liabilities Amount of \$24,436,000, and the Canadian Cash Purchase Price of \$31,700,000 plus the Canadian US Base Assumed Liabilities Amount of \$4,936,000.

B. the Canadian Assets must be equal to or greater than the Canadian Cash Purchase Price of \$31,700,000 plus Indalex Canada's pro rata share of the Break Fee payable under the APA, being \$1,283,805 plus Indalex Canada's pro rata entitlement (based on unadjusted Purchase Price Allocation provided for in the APA) of the \$250,000 pursuant to subparagraph (i) above in the amount of \$60,000, being a total minimum cash amount payable to Indalex Canada of \$33,043,805.

58. Joint bids, that are not overlapping, are permitted.

59. Indalex Canada is requesting that the APA be deemed a Qualified Bid, for the purpose of the Bidding Procedures.

#### Auction

60. If a Qualified Bid other than the Qualified Bid of the Stalking Horse Bidder is received by the Bidding Deadline, Indalex is required to conduct an Auction to determine the highest and/or best bid with respect to the Acquired Assets on July 16, 2009. The Auction shall commence at 10:00 a.m. on July 16, 2009, at the offices of Young Conway Stargatt & Taylor, counsel to Indalex U.S.

61. Only a Qualified Bidder is eligible to participate at the Auction. Bidding shall begin initially with the highest Qualified Bid (the "Opening Bid") and subsequently continue in minimum increments of at least USD\$250,000.00, and shall be deemed to be allocated

between the US Acquired Assets and the Canadian Acquired Assets in the same proportion as was allocated in the Opening Bid.

62. Indalex will determine which Qualified Bid constitutes the Opening Bid in the Auction in accordance with the following factors, among other things: (i) the amount and nature of the consideration; (ii) the proposed assumption of any liabilities; (iii) the ability of the Qualified Bidder to close the proposed transaction; (iv) the proposed closing date and the likelihood, extent and impact of any potential delays; (v) any purchase price adjustments; (vi) the impact of the contemplated transaction on any actual or potential litigation; (vii) the net economic effect of any changes from the APA, if any, contemplated by the contemplated transactions documents; (viii) the net after-tax consideration to be received by the Indalex estates; and (ix) such other considerations that Indalex deems relevant in their sole discretion.
63. Upon conclusion of the bidding, the Auction will be closed by Indalex and Indalex will immediately review the final Overbid of each Qualified Bidder. Indalex will identify the highest, best and otherwise financially superior offer for the Acquired Assets (the "Successful Bid") which Successful Bid will provide, among other things, the greatest amount of net cash value to Indalex, as well as the next highest or otherwise best offer after the Successful Bid (the "Back-Up Bid") and will advise the Successful Bidder and Back-Up Bidder of such determination.
64. If the Stalking Horse Bidder's final Bid is deemed to be the highest and best at the conclusion of the Auction, the Stalking Horse Bidder will be successful bidder, and such Bid will be the Successful Bid.

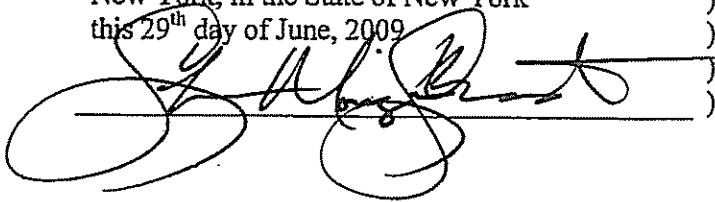
65. Indalex will sell the Assets to the Successful Bidder upon approval of the Successful Bid by the Bankruptcy Court and the Canadian Court.

**SUMMARY**

66. The selection of the Stalking Horse Bidder was done through a competitive process, in order to maximize value for Indalex Canada. The Bidding Procedures will be used to solicit higher and better offers for Indalex's assets than is provided for in the APA. If higher and better offers are obtained, an auction will be conducted in accordance with the Bidding Procedures. The Break Fee will only be payable if and when additional value is obtained for both Indalex US and Indalex Canada and its stakeholders.

67. On behalf of, and at the request of, Indalex Canada, I respectfully request that this Honourable Court grant the relief requested herein.

SWORN BEFORE ME at the City of )  
New York, in the State of New York )  
this 29<sup>th</sup> day of June, 2009 )

  
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FRED FAZIO

**SHARISE MONIQUE SKEETE**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01SK6154292  
Qualified in New York County  
Commission Expires Oct. 23, 2010