

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) TUESDAY, THE 11th
)
JUSTICE) DAY OF MAY, 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

CREDITORS' MEETING ORDER

THIS MOTION made by Signature Aluminum Canada Inc. (the "Applicant") for
an Order:

- (a) abridging the time for service of the Notice of Motion, Motion Record and Monitor's Third Report (as defined below), if necessary, and declaring that the motion is properly returnable on Tuesday May 11, 2010;
- (b) authorizing and directing the filing of the Plan (as defined below);
- (c) approving the form of materials to be distributed to Eligible Voting Creditors (as defined below) affected by the Plan;
- (d) authorizing and establishing the procedure for the Applicant to call, hold and conduct a meeting of its creditors to consider and vote on the Plan;

- (e) establishing a procedure for the purpose of voting on the Plan; and
- (f) setting the date for the return of the Applicant’s motion for an order sanctioning the Plan if the Plan is approved by the Required Majorities (as defined below),

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

UPON READING the Notice of Motion, the third report of the Monitor, FTI Consulting Canada Inc. (the “Monitor”) dated May •, 2010 (the “Monitor’s Third Report”), and on hearing the submissions of counsel for the Applicant, counsel for Biscayne Metals Finance, LLC (“Biscayne”) and counsel for the Monitor, and on being advised that the parties listed on the service list as of •, 2010 attached to the Motion Record (the “Service List”) were served with the Motion Record and the Monitor’s Third Report herein;

SERVICE

1. **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion, the Motion Record and the Monitor’s Third Report herein be and is hereby abridged and that the Motion is properly returnable today, and service thereof upon any person other than those on the Service List be and is hereby dispensed with.

DEFINITIONS

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Applicant dated May 4, 2010, attached as Schedule “A” to this Order (as it may be amended, restated or supplemented from time to time, the “Plan”).

FILING OF THE PLAN

3. **THIS COURT ORDERS** that the Applicant is hereby authorized and directed to file the Plan, to present the Plan to the Creditors for their consideration in accordance with the terms of this Order and to seek approval of the Plan in the manner set forth herein.

4. **THIS COURT ORDERS** that the Applicant be and is hereby authorized to vary, amend, modify or supplement the Plan by way of a supplementary or amended and restated plan or plans of compromise or arrangement (an “Amended Plan”) at any time prior to the Creditors’ Meeting, provided that the Plan is amended in accordance with its terms, and the Applicant or the Monitor, as applicable, (i) files the Amended Plan with the CCAA Court, (ii) obtains the prior consent from the Monitor and Biscayne, (iii) post the Amended Plan on the Monitor’s Website, and (iv) serves the Amended Plan on the Service List.

5. **THIS COURT ORDERS** that the Applicant is hereby authorized to vary, amend, modify or supplement the Plan, in accordance with its terms, at any time during the Creditors’ Meeting, with the prior consent of the Monitor and Biscayne, provided that notice of any such variation, amendment, modification or supplement is given to all Creditors holding a Proven Claim or a Disputed Claim (each an “Eligible Voting Creditor”) present in person or by proxy (and in such case, notice given to the Eligible Voting Creditor’s proxyholder shall be sufficient) at the Creditors’ Meeting prior to the vote being taken at the Creditors’ Meeting, in which case any such variation, amendment, modification or supplement shall be deemed to be part of and incorporated into the Plan, and such Amended Plan shall be promptly posted on the Monitor’s Website and filed with the CCAA Court as soon as practicable following the Creditors’ Meeting.

6. **THIS COURT ORDERS** that the Applicant is hereby authorized to vary, amend, modify or supplement the Plan, in accordance with its terms, at any time and from time to time after the Creditors’ Meeting (both prior to and subsequent to the Sanction Order, if granted), without obtaining a further Order of this Court and without notice to any Creditors, if the Applicant, Biscayne and the Monitor, acting reasonably and in good faith, determine that such variation, amendment, modification or supplement is of a technical or administrative nature that would not be materially prejudicial to the interests of any of the Creditors under the Plan and is necessary in order to give effect to the substance of the Plan or the Sanction Order.

CLASSIFICATION OF CREDITORS

7. **THIS COURT ORDERS** that for the purposes of considering and voting on the Plan and receiving distributions thereunder, the Affected Claims of the Creditors shall be grouped into a single class, and such classification is hereby approved.

NOTICE OF CREDITORS' MEETING AND INFORMATION PACKAGE

8. **THIS COURT ORDERS** that the form of notice to Creditors of the Creditors' Meeting (the "Notice of Creditors' Meeting"), and the form of proxy, in substantially the forms attached to this Creditors' Meeting Order as Schedules "B" and "C", respectively, are hereby approved.

9. **THIS COURT ORDERS** that the Monitor shall send the following documents (collectively hereinafter referred to as the "Information Package") by no later than May •, 2010 to all Eligible Voting Creditors by registered mail, facsimile, courier or e-mail at the last known address (including fax number or email address) for such Eligible Voting Creditor set out in the list of known creditors provided by the Applicant to the Monitor pursuant to the Claims Procedure Order dated February 25, 2010 or, if an Eligible Voting Creditor filed a Proof of Claim or Notice of Dispute, the address specified in the Proof of Claim or Notice of Dispute filed by such Eligible Voting Creditor:

- (a) this Creditors' Meeting Order;
- (b) the Plan;
- (c) a copy of the Monitor's Third Report;
- (d) the Notice of Creditors' Meeting, substantially in the form attached hereto as Schedule "B";
- (e) a copy of the form of proxy to be used by Creditors, substantially in the form attached hereto as Schedule "C".

10. **THIS COURT ORDERS THAT** notwithstanding paragraph 9 above, the Monitor may from time to time, make minor changes to such Information Package as the Monitor, in consultation with the Applicant, considers necessary or desirable to conform the content thereof to the terms of the Plan or this Order, or to describe the Plan.

11. **THIS COURT ORDERS** that the Monitor shall cause a copy of the Information Package (and any amendments made thereto in accordance with paragraph 10 hereof), to be posted on the Monitor’s Website (<http://cfcanda.fticonsulting.com/signature/>) as soon as practicable after the granting of this Creditors’ Meeting Order.

12. **THIS COURT ORDERS** that the Monitor shall send by registered mail, facsimile, courier or e-mail as soon as practicable following a request therefor, a copy of the Information Package to each Creditor who, no later than five (5) Business Days prior to the Creditors’ Meeting (or any adjournment thereof), makes a written request for it.

PUBLICATION OF NEWSPAPER NOTICE

13. **THIS COURT ORDERS** that, as soon as practicable and by no later than May •, 2010, a newspaper notice of the Creditors’ Meeting, in substantially the form attached as Schedule “D” to this Order (the “Newspaper Notice”), shall be published once by the Monitor (i) in English in the Globe and Mail (National Edition) and (ii) in French in La Presse.

NOTICE SUFFICIENT

14. **THIS COURT ORDERS** that the publication of the Newspaper Notice, the sending of a copy of the Information Package to all Eligible Voting Creditors and the posting of the Information Package on the Monitor’s Website, in the manner set out in paragraphs 9, 11 and 13 above, shall constitute good and sufficient service of this Creditors’ Meeting Order, the Plan and the Notice of Creditors’ Meeting on all Persons who may be entitled to receive notice thereof in these proceedings, or who may wish to be present in person or by proxy at the Creditors’ Meeting or in these proceedings, and no other form of notice or service need be made on such Persons and no other document or material need be served on such Persons in respect of these proceedings. Service shall be effective, in the case of registered mailing, three Business Days

after the date of mailing, in the case of service by courier, on the day after the courier was sent, and in the case of service by fax or e-mail, on the day after the fax or e-mail was transmitted, unless such day is not a Business Day, or the fax or e-mail transmission was made after 5:00 p.m. (Toronto time), in which case, on the next Business Day.

CREDITORS' MEETING

15. **THIS COURT ORDERS** that a representative of the Monitor shall preside as the chair of the Creditors' Meeting (the "Chair") and shall decide all matters relating to the rules and procedures at, and the conduct of, the Creditors' Meeting in accordance with the terms of the Plan, this Creditors' Meeting Order and further Order of this Court. The Chair may adjourn the Creditors' Meeting at his/her discretion.

16. **THIS COURT ORDERS** that the Applicant shall call, hold and conduct a meeting of Creditors on May 31, 2010 at the offices of Ogilvy Renault LLP, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, Toronto, Ontario, M5J2Z4 at 10 a.m. (Toronto time) (the "Meeting Date") for the Creditors, or as adjourned to such places and times as the Chair may determine, for the purposes of considering and voting on the Plan and transacting such other business as may be properly brought before the Creditors' Meeting.

ATTENDANCE AT CREDITORS' MEETING

17. **THIS COURT ORDERS** that the only Persons entitled to notice of, attend or speak at the Creditors' Meeting are the Eligible Voting Creditors (or their respective proxy holders), representatives of the Applicant, the Monitor and Biscayne, the legal counsel of any of the foregoing, the Chair, Scrutineers and the Secretary (as defined below). Any other Person may be admitted to the Creditors' Meeting only by invitation of the Applicant or the Chair.

18. **THIS COURT ORDERS** that an Eligible Voting Creditor that is not an individual may only attend and vote at the Creditors' Meeting if it has appointed a proxyholder to attend and act on its behalf at the Creditors' Meeting.

DISPUTED CLAIMS

19. **THIS COURT ORDERS** that if the amount of a Disputed Claim has not been resolved prior to the Meeting Date, the holder thereof shall be entitled to vote the full amount of the Disputed Claim in accordance with the provisions of this Creditors' Meeting Order, without prejudice to the rights of the Applicant, the Monitor or the Creditor with respect to the final determination of the Disputed Claim for distribution purposes, and such vote shall be separately tabulated by the Monitor in accordance with paragraph 31 hereof.

20. **THIS COURT ORDERS** that allowing an Eligible Voting Creditor to vote at the Creditors' Meeting in respect of a Disputed Claim shall not be construed as an admission that such Eligible Voting Creditor's Claim is a Proven Claim for distribution purposes.

VOTING AT THE CREDITORS' MEETING

21. **THIS COURT ORDERS** that any Creditor holding a Claim that has not
- (a) been deemed by the Claims Procedure Order to have been accepted in the amount as set out in a Notice of Claim sent to such Creditor;
 - (b) submitted a Proof of Claim in respect of its Claim in accordance with the procedure set out in the Claims Procedure Order prior to the relevant bar date contained therein; or
 - (c) submitted a Notice of Dispute in respect of all or a part of its Claim in accordance with the procedure set out in the Claims Procedure Order,

will not be entitled to vote on the Plan at the Creditors' Meeting in respect of its Claim.

22. **THIS COURT ORDERS** that the only Persons entitled to vote at the Creditors' Meeting in person or by proxy, are the Eligible Voting Creditors.

23. **THIS COURT ORDERS** that, subject to paragraph 31 hereof, each Eligible Voting Creditor shall have one vote, which vote shall have the aggregate value of its Disputed

Claim(s) (in accordance with paragraph 19 hereof), and/or Proven Claim(s) (as determined in accordance with the Claims Procedure Order, any other order of the CCAA Court), as applicable.

24. **THIS COURT ORDERS** that subject to paragraph 38(h) hereof, the Chair be and is hereby authorized to accept and rely upon proxies substantially in the form attached as Schedule "C" hereto.

25. **THIS COURT ORDERS** that no Person shall be entitled to vote on the Plan in respect of a Claim that is an Excluded Claim.

26. **THIS COURT ORDERS** that the quorum required at the Creditors' Meeting shall be any three (3) Eligible Voting Creditors present in person or by proxy at the Creditors' Meeting.

27. **THIS COURT ORDERS** that if:

- (a) the requisite quorum is not present at the Creditors' Meeting;
- (b) the Creditors' Meeting is postponed by a vote of the majority in value of the Claims of the Eligible Voting Creditors present in person or by proxy; or
- (c) the Chair otherwise decides to adjourn the Creditors' Meeting,

then the Creditors' Meeting shall be adjourned to such date, time and place as may be designated by the Chair. The announcement of the adjournment by the Chair, the posting of notice at the Creditors' Meeting of such adjournment on the Monitor's Website and written notice to the Service List shall constitute sufficient notice of the adjournment and the Applicant and the Monitor shall have no obligation to give further notice to any Person of the adjourned Creditors' Meeting.

28. **THIS COURT ORDERS** that every question submitted to the Creditors' Meeting, except to approve the Plan resolution or an adjournment of the Creditors' Meeting, will be decided by a majority of votes given on a show of hands or if by confidential written ballot, at the discretion of the Chair, by a simple majority in number of the Eligible Voting Creditors.

29. **THIS COURT ORDERS** that the Chair shall direct a vote by the Eligible Voting Creditors on the resolution substantially in the form attached hereto as Schedule "E" to approve the Plan (i) by way of written ballot, or (ii) if the Chair deems it appropriate, by a show of hands.

30. **THIS COURT ORDERS** that the Monitor may appoint scrutineers (the "Scrutineers") for the supervision and tabulation of the attendance, quorum, and votes cast at the Creditors' Meeting. A Person or Persons designated by the Monitor shall act as secretary (the "Secretary") at the Creditors' Meeting and shall tabulate all Proven Claims (and, if applicable, Disputed Claims) voted at the Creditors' Meeting.

31. **THIS COURT ORDERS** that for voting purposes, the Monitor shall keep a separate record and tabulation of any votes cast in respect of Proven Claims and Disputed Claims.

32. **THIS COURT ORDERS** that the result of any vote conducted at the Creditors' Meeting shall be binding upon all Creditors, whether or not any such Creditor was present or voted at the Creditors' Meeting.

33. **THIS COURT ORDERS** that following the vote at the Creditors' Meeting, the Monitor shall tally the votes cast and determine whether the Plan has been approved by the majorities of Eligible Voting Creditors required pursuant to section 6 of the CCAA (the "Required Majorities").

34. **THIS COURT ORDERS** that the Monitor shall file its report to this Court by no later than three (3) Business Days after the Meeting Date with respect to the results of the votes cast, including whether:

- (a) the Plan has been accepted by the Required Majorities of Creditors; and
- (b) the votes cast by Eligible Voting Creditors with Disputed Claims, if any, would affect the result of the vote.

35. **THIS COURT ORDERS** that if the vote on the approval or rejection of the Plan by Eligible Voting Creditors is decided by the votes in respect of the Disputed Claims, the

Applicant shall seek an order for an expedited determination of any material Disputed Claims and an appropriate deferral of the application for the Sanction Order and any other applicable dates in this Order and the Plan.

VOTING BY PROXIES

36. **THIS COURT ORDERS** that all proxies submitted in respect of the Creditors' Meeting (or any adjournment thereof) must be in substantially the form attached to this Order as Schedule "C", or in such other form acceptable to the Monitor or the Chair.

37. **THIS COURT ORDERS** that an Eligible Voting Creditor wishing to appoint a proxy to represent such Eligible Voting Creditor at the Creditors' Meeting (or any adjournment thereof) may do so by inserting such Person's name in the blank space provided on the form of proxy, and sending the completed proxy to the Monitor by email to signature@fticonsulting.com, or if the completed proxy cannot be sent by email, it shall be sent by registered mail or courier to:

FTI Consulting Canada Inc.
Monitor of Signature Aluminum Canada Inc.
TD Waterhouse Tower, 79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Canada M5K 1G8
Tel: 416-649-8100
Fax: 416-649-8101

A proxy must be received by the Monitor by 1:00 p.m. (Toronto time) on the last Business Day preceding the date set for the Creditors' Meeting or any adjournment thereof, or delivered by hand to the Chair prior to the commencement of the Creditors' Meeting. After commencement of the Creditors' Meeting, no proxies can be accepted by the Monitor.

38. **THIS COURT ORDERS** that the following shall govern the submission of proxies and any deficiencies in respect of the form or substance of proxies filed with the Monitor:

- (a) an Eligible Voting Creditor who has given a proxy may revoke it, unless it has agreed otherwise (as to any matter on which a vote has not already been cast

pursuant to its authority), by an instrument in writing executed by such Eligible Voting Creditor or by its attorney, duly authorized in writing or, if an Eligible Voting Creditor is not an individual, by an officer or attorney thereof duly authorized, and deposited with the Monitor as provided in paragraph 37 above;

- (b) if no name has been inserted in the space provided to designate the proxyholder on the proxy, the Eligible Voting Creditor shall be deemed to have appointed Nigel Meakin of the Monitor (or such Person as he, in his sole discretion, may designate) as the Eligible Voting Creditor's proxyholder;
- (c) if the proxy is not dated in the space provided, it shall be deemed to be dated on the date it is received by the Monitor;
- (d) a proxy submitted by an Eligible Voting Creditor that bears or is deemed to bear a later date than an earlier proxy submitted by such Eligible Voting Creditor shall be deemed to revoke the earlier proxy;
- (e) if more than one valid proxy for the same Eligible Voting Creditor and bearing or deemed to bear the same date are received by the Monitor with conflicting instructions, such proxies shall not be counted for the purposes of the vote;
- (f) the Person named in the proxy shall vote the Proven Claim or Disputed Claim, as applicable, of the Eligible Voting Creditor in accordance with the direction of the Eligible Voting Creditor appointing them on any ballot that may be called for. In the absence of any such direction, such Proven Claim or Disputed Claim, as applicable, shall be voted in favour of the Plan resolution;
- (g) a proxy confers a discretionary authority upon the Person named therein with respect to amendments or variations to the matters identified in the notices of the Creditors' Meeting and in this Plan, and with respect to other matters that may properly come before the Creditors' Meeting; and

- (h) the Monitor in consultation with the Applicant is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed in connection therewith.

TRANSFERS OR ASSIGNMENTS OF CLAIMS

39. **THIS COURT ORDERS** that if a Creditor transfers or assigns an Affected Claim to another Person, such transferee or assignee shall not be entitled to attend and vote the transferred or assigned Affected Claim at the Creditors' Meeting unless (i) the assigned Affected Claim is a Proven Claim or Disputed Claim, or a combination thereof, and (ii) a Proof of Assignment has been delivered in accordance with paragraph 11 of the Claims Procedure Order no later than five (5) calendar days prior to the Meeting Date.

40. **THIS COURT ORDERS** that if a Creditor transfers or assigns (i) the whole of an Affected Claim to more than one Person, or (ii) part of such Affected Claim to another Person or Persons, such transfers or assignments shall not create separate Affected Claims for voting purposes. Only the last Creditor holding the whole of the Affected Claim may attend and vote the transferred or assigned Affected Claim at the Creditors' Meeting, unless such Creditor delivers notice in writing to the Applicant and the Monitor no later than five (5) calendar days prior to the Meeting Date directing that a specified transferee or assignee may vote the transferred or assigned Affected Claim, but only as a whole, at the Creditors' Meeting if and to the extent such Affected Claim may otherwise be voted at such Creditors' Meeting.

HEARING FOR SANCTION OF THE PLAN

41. **THIS COURT ORDERS** that if the Plan is approved by the Required Majorities and the Applicant is not required to seek an Order pursuant to paragraph 37 hereof, the Applicant shall seek Court approval of the Plan at a motion for the Sanction Order, which motion shall be returnable before this Court at 10:00 a.m. (Toronto time) on June 4, 2010, or as soon after that date as the matter can be heard (the "Sanction Hearing").

42. **THIS COURT ORDERS** that service of the Monitor's Third Report in accordance with paragraph 9 hereof, the posting of this Creditors' Meeting Order and Information Package in accordance with paragraph 11 hereof and the publication of the Newspaper Notice in accordance with paragraph 13 hereof, shall constitute good and sufficient service of the notice of the Sanction Hearing on all Persons who may be entitled to receive notice of the Sanction Hearing, and no other form of notice or service need be made on such Persons, and no such other document or materials need be served on such Persons in respect of the Sanction Hearing unless they have filed and served a Notice of Appearance.

43. **THIS COURT ORDERS** that any Person (other than the Applicant, the Monitor and other Persons already on the Service List) wishing to receive materials and appear at the Sanction Hearing shall serve upon the lawyers for the Applicant and the Monitor, and file with this Court, a Notice of Appearance by not later than 5:00 p.m. (Toronto time) on June 3, 2010.

44. **THIS COURT ORDERS** that any party who wishes to oppose the motion for final sanctioning of the Plan shall serve upon the lawyers for both the Applicant and the Monitor, and upon all other parties on the Service List, by not later than 5:00 p.m. (Toronto time) on June 3, 2010, a copy of the materials to be used to oppose the motion for approval of the Plan, setting out the basis for such opposition.

45. **THIS COURT ORDERS** that, if the Sanction Hearing is adjourned, only those Persons who are listed on the Service List (which shall include those Persons who have complied with paragraph 43 of this Order) shall be served with notice of the adjourned date.

GENERAL

46. **THIS COURT ORDERS** that the Monitor in consultation with the Applicant may, in its discretion, generally or in individual circumstances, waive in writing the time limits imposed on any Creditor under this Creditors' Meeting Order if the Monitor, in consultation with the Applicant, deems it advisable to do so, without prejudice to the requirement that all other Creditors must comply with this Creditors' Meeting Order.

47. **THIS COURT ORDERS** that if any deadline set out in this Creditors' Meeting Order falls on a day other than a Business Day, the deadline shall be extended to the next Business Day.

48. **THIS COURT ORDERS** that, notwithstanding the terms of this Order, the Applicant or the Monitor may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or replace this Creditors' Meeting Order.

EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS

49. **THIS COURT ORDERS** that this Order and any other Order in this proceeding shall have full force and effect in all provinces and territories in Canada and abroad and as against all Persons against whom they may otherwise be enforceable.

50. **THIS COURT HEREBY REQUESTS** the aid and recognition (including assistance pursuant to section 17 of the CCAA, as applicable) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Creditors' Meeting Order.

**SCHEDULE "A" TO CREDITORS' MEETING ORDER
PLAN OF COMPROMISE AND ARRANGEMENT
(Not Attached)**

SCHEDULE "B" TO CREDITORS' MEETING ORDER
FORM OF NOTICE OF CREDITORS' MEETING
(Attached)

**NOTICE OF THE CREDITORS' MEETING
OF SIGNATURE ALUMINUM CANADA INC.**
(hereinafter referred to as the "Applicant")

Capitalized terms used and not otherwise defined in this Notice are as defined in the Creditors' Meeting Order.

NOTICE IS HEREBY GIVEN that the Plan of Compromise and Arrangement of the Applicant dated May 4, 2010 (as may be amended from time to time, the "Plan") was filed pursuant to the Companies' Creditors Arrangement Act (the "CCAA") with the Ontario Superior Court of Justice, Commercial List (the "CCAA Court") on May 11, 2010. The Plan contemplates the compromise of the rights and claims of certain creditors of the Applicant. A copy of the Plan is enclosed in the Information Package. Details of the Plan and the distributions to be made thereunder to creditors are more fully described in the Monitor's Third Report enclosed in the Information Package.

NOTICE IS ALSO HEREBY GIVEN that the Applicant may vary, modify amend, or supplement the Plan:

- (i) By way of supplementary or amended and restated plan or plans of compromise or arrangement or both filed with the CCAA Court (an "Amended Plan") at any time or from time to time prior to the commencement of the Creditors' Meeting (as defined hereafter), provided that the Applicant obtains the prior consent of FTI Consulting Canada Inc., in its capacity as the Court-appointed monitor of the Applicant (the "Monitor") and Biscayne Metals Finance, L.L.C. (the "Plan Sponsor") to any such variation, modification, amendment or supplement. Any such Amended Plan will, for all purposes, be deemed to be part of and incorporated into this Plan. Any such variation, modification, amendment or supplement shall be posted on the Monitor's website <http://cfcanada.fticonsulting.com/signature> (the "Monitor's Website") on the day on which it is filed with the CCAA Court and notice will be provided to the CCAA Proceedings service list. Creditors are advised to check the Monitor's Website regularly. Creditors who wish to receive written notice of any variation, modification, amendment or supplement to the Plan should contact the Monitor by email at signature@fticonsulting.com, by telephone at 1 (800) 323-0140, or at the address of the Monitor listed in the Plan.
- (ii) By proposing any such variation, modification of, or amendment or supplement to the Plan during the Creditors' Meeting, provided that (a) the Applicant obtains the prior consent of the Monitor and the Plan Sponsor to any such variation, modification, amendment or supplement, and (b) notice of such variation, modification, amendment or supplement is given to all Creditors entitled to vote present in person or by proxy at the Creditors' Meeting prior to the vote being taken, in which case any such variation, modification, amendment or supplement shall, for all purposes, be deemed to be part of the Plan. Any variation, amendment, modification or supplement at the Creditors' Meeting will be promptly posted on the Monitor's Website and filed with the CCAA Court as soon as practicable following the Creditors' Meeting.

- (iii) After the Creditors' Meeting (and both prior to and subsequent to the obtaining of an Order sanctioning the Plan (the "Sanction Order"), the Applicant may at any time and from time to time vary, amend, modify or supplement this Plan without the need for obtaining an Order of the CCAA Court or providing notice to the Creditors, if the Applicant, the Plan Sponsor and the Monitor, acting reasonably and in good faith, determine that such variation, amendment, modification or supplement is of a technical or administrative nature that would not be materially prejudicial to the interests of any of the Creditors under this Plan and is necessary in order to give effect to the substance of this Plan or the Sanction Order. The Monitor shall post a notice of such variance, amendment, modification or supplement to the Plan on the Monitor's Website, together with the varied, amended, modified or supplemented language.

NOTICE IS ALSO HEREBY GIVEN that the order of the CCAA Court dated May 11, 2010 (the "Creditors' Meeting Order") established the procedures for the Applicant to call, hold and conduct a meeting of its Creditors (the "Creditors' Meeting") to consider and vote on the Plan. For the purpose of considering and voting on the Plan, and receiving distributions thereunder, the Affected Claims of the Creditors shall be grouped into a single class.

NOTICE IS ALSO HEREBY GIVEN that the Creditors' Meeting will be held at the following date, time and location:

Date: June 1, 2010
Time: 10:00 a.m. (Toronto time)
Location: Ogilvy Renault LLP
Boardrooms A & B
Suite 3800, Royal Bank Plaza, South Tower
200 Bay Street
Toronto, ON M5J 2Z4

Only those Creditors with a Proven Claim or a Disputed Claim (each such creditor, an "Eligible Voting Creditor") (or their respective proxyholders) will be eligible to attend the Creditors' Meeting and vote on the Plan. The votes of Creditors holding Disputed Claims will be separately tabulated by the Monitor, and Disputed Claims will be resolved in accordance with the Claims Procedure Order and the Creditors' Meeting Order prior to any distribution on account of such Disputed Claims. Holders of an Excluded Claim will not be entitled to attend and vote at the Creditors' Meeting.

Any Eligible Voting Creditor who is unable to attend the applicable Creditors' Meeting may vote by proxy. Further, any Eligible Voting Creditor who is not an individual may only attend and vote at the Creditors' Meeting if a proxyholder has been appointed to act on its behalf at such Creditors' Meeting.

Proxies, once duly completed, dated and signed, must be sent by email to the Monitor, or if cannot be sent by email, delivered to the Monitor at the address of the Monitor as set out on the Proxy form. Proxies must be received by the Monitor by no later than 1:00 p.m. (Toronto time) on the last Business Day preceding the date set for the Creditors' Meeting or any adjournment thereof. Proxies may also be delivered by hand to the Chair prior to the commencement of the

Creditors' Meeting. After commencement of the Creditors' Meeting, no Proxies can be accepted by the Monitor.

NOTICE IS ALSO HEREBY GIVEN that if the Plan is approved by the Required Majorities (as defined below) at the Creditors' Meeting, the Applicant shall seek approval of the Plan by the CCAA Court at a motion for the Sanction Order, which motion shall be returnable before the CCAA Court at 10:00 a.m. (Toronto time) on June 4, 2010, or as soon after that date as the matter can be heard (the "Sanction Hearing"). Any person wishing to oppose the motion for the Sanction Order must serve upon the lawyers for both the Applicant and the Monitor as well as those parties listed on the Service List as posted on the Monitor's Website, prior to the Sanction Hearing, a copy of the materials to be used to oppose the motion for approval of the Plan, setting out the basis for such opposition.

NOTICE IS ALSO HEREBY GIVEN that in order for the Plan to become effective:

- (i) the Plan must be approved at the Creditors' Meeting by the affirmative vote of a majority in number, representing not less than two-thirds in value of the voting claims, of Eligible Voting Creditors, in person or by proxy (the "Required Majorities");
- (ii) the Plan must be sanctioned by the CCAA Court; and
- (iii) the conditions to the implementation of the Plan as set out in the Plan must be satisfied or waived.

Additional copies of the Information Package, including the Plan, may be obtained from the Monitor's Website (<http://cfcanada.fticonsulting.com/signature/>), or by requesting one from the Monitor by email at signature@fticonsulting.com or by telephone at 1 (800) 323-0140.

**SCHEDULE "C" TO CREDITORS' MEETING ORDER
FORM OF PROXY**

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.

PROXY

Before completing this Proxy, please read carefully the accompanying instructions for the proper completion and return of the form.

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Applicant dated May 4, 2010 (as may be amended from time to time, the "Plan") filed pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA") with the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court") on May 11, 2010.

In accordance with the Plan, Proxies may only be filed by Creditors having a Proven Claim or a Disputed Claim ("Eligible Voting Creditors").

PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE SENT BY EMAIL TO THE MONITOR, OR IF CANNOT BE SENT BY EMAIL, DELIVERED TO THE MONITOR BY NO LATER THAN 1:00 P.M. (TORONTO TIME) ON THE LAST BUSINESS DAY PRECEDING THE DATE SET FOR THE CREDITORS' MEETING OR ANY ADJOURNMENT THEREOF, OR DELIVERED BY HAND TO THE CHAIR PRIOR TO THE COMMENCEMENT OF THE CREDITORS' MEETING. AFTER COMMENCEMENT OF THE CREDITORS' MEETING, NO PROXIES CAN BE ACCEPTED BY THE MONITOR.

THE UNDERSIGNED ELIGIBLE VOTING CREDITOR hereby revokes all Proxies previously given, if any, and nominates, constitutes, and appoints **Mr. Nigel Meakin** of FTI Consulting Canada Inc., in its capacity as Monitor, or such Person as he, in his sole discretion, may designate or, instead of the foregoing, appoints:

Print Name of Proxyholder if wishing to appoint someone other than Mr. Nigel Meakin

to attend on behalf of and act for the Eligible Voting Creditor at the Creditors' Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of the Creditors' Meeting, and to vote the amount of the Eligible Voting Creditor's Affected Claim(s) for voting purposes as determined by and accepted for voting purposes in accordance with the Creditors' Meeting Order and as set out in the Plan as follows:

A. (mark one only):

- Vote FOR approval of the resolution to accept the Plan; or
- Vote AGAINST approval of the resolution to accept the Plan.

If a box is not marked as a vote for or against approval of the Plan, this Proxy shall be voted for approval

of the Plan.

- and -

- B. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Eligible Voting Creditor with respect to any amendments or variations to the matters identified in the notice of the Creditors' Meeting and in this Plan, and with respect to other matters that may properly come before the Creditors' Meeting.

Dated this _____ day of May, 2010.

Print Name of Eligible Voting Creditor

Title of the authorized signing officer of the corporation, partnership or trust, if applicable

Signature of Eligible Voting Creditor or, if the Eligible Voting Creditor is a corporation, partnership or trust, signature of an authorized signing officer of the corporation, partnership or trust

Telephone number of the Eligible Voting Creditor or authorized signing officer

Mailing Address of Eligible Voting Creditor

Email address of Eligible Voting Creditor

Print Name of Witness, if Eligible Voting Creditor is an individual

Signature of Witness

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This Proxy should be read in conjunction with the Plan of Compromise and Arrangement of the Applicant dated May 4, 2010 (as it may be amended, restated or supplemented from time to time, the "Plan") filed pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA") with the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court") on May 11, 2010 and the Creditors' Meeting Order. Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Plan.
2. Each Eligible Voting Creditor has the right to appoint a person (who need not be a Creditor) (a "Proxyholder") to attend, act and vote for and on behalf of such Eligible Voting Creditor and such right may be exercised by inserting the name of the Proxyholder in the blank space provided on the Proxy.
3. If no name has been inserted in the space provided to designate the Proxyholder on the Proxy, the Eligible Voting Creditor will be deemed to have appointed Mr. Nigel Meakin of FTI Consulting Canada Inc., in its capacity as Monitor (or such other Person as he, in his sole discretion, may designate), as the Eligible Voting Creditor's Proxyholder.
4. An Eligible Voting Creditor who has given a Proxy may revoke it, unless such Eligible Voting Creditor has agreed otherwise (as to any matter on which a vote has not already been cast pursuant to its authority), by an instrument in writing executed by such Eligible Voting Creditor or by its attorney, duly authorized in writing or, if an Eligible Voting Creditor is not an individual, by an officer or attorney thereof duly authorized, and deposited with the Monitor.
5. If this Proxy is not dated in the space provided, it shall be deemed to be dated as of the date on which it is received by the Monitor.
6. A valid Proxy from the same Eligible Voting Creditor bearing or deemed to bear a later date than this Proxy will be deemed to revoke this Proxy. If more than one valid Proxy from the same Eligible Voting Creditor and bearing or deemed to bear the same date are received by the Monitor with conflicting instructions, such Proxies shall not be counted for the purposes of the vote.
7. This Proxy confers discretionary authority upon the Proxyholder with respect to amendments or variations to the matters identified in the notice of the Creditors' Meeting and in the Plan, and with respect to other matters that may properly come before the Creditors' Meeting.
8. The Proxyholder shall vote the Proven Claim or Disputed Claim of the Eligible Voting Creditor in accordance with the direction of the Eligible Voting Creditor appointing him/her on any ballot that may be called for at the Creditors' Meeting. **IF AN ELIGIBLE VOTING CREDITOR FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE RESOLUTION TO ACCEPT THE PLAN, THIS PROXY WILL BE VOTED FOR THE RESOLUTION TO APPROVE THE PLAN, INCLUDING ANY AMENDMENTS, VARIATIONS OR SUPPLEMENTS THERETO.**
9. This Proxy must be signed by the Eligible Voting Creditor or by a person duly authorized (by power of attorney) to sign on the Eligible Voting Creditor's behalf or, if the Eligible Voting Creditor is a corporation, partnership or trust, by a duly authorized officer or attorney of the corporation, partnership or trust. If you are voting on behalf of a corporation, partnership or trust, you may be required to provide documentation evidencing your power and authority to sign this Proxy.
10. **PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE SENT BY EMAIL TO THE MONITOR, OR IF CANNOT BE SENT BY EMAIL, DELIVERED TO THE MONITOR BY NO LATER THAN 1:00 P.M. (TORONTO TIME) ON THE LAST BUSINESS**

DAY PRECEDING THE DATE SET FOR THE CREDITORS' MEETING OR ANY ADJOURNMENT THEREOF IF ANY PERSON ON THE ELIGIBLE VOTING CREDITOR'S BEHALF IS TO ATTEND THE CREDITOR' MEETING AND VOTE ON THE PLAN OR IF THE ELIGIBLE VOTING CREDITOR WISHES TO APPOINT NIGEL MEAKIN TO ACT AS THE ELIGIBLE VOTING CREDITOR'S NOMINEE.

By email: signature@fticonsulting.com

By mail or courier: FTI Consulting Canada Inc.
Monitor of Signature Aluminum Canada Inc.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario
M5K 1G8

PROXIES MAY ALSO BE HAND DELIVERED TO THE CHAIR OF THE CREDITORS' MEETING PRIOR TO THE COMMENCEMENT OF THE CREDITORS' MEETING. AFTER THE COMMENCEMENT OF THE CREDITORS' MEETING, NO PROXIES CAN BE ACCEPTED BY THE MONITOR.

- 11. The Applicant and the Monitor are authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed by the Creditors' Meeting Order.

**SCHEDULE "D" TO CREDITORS' MEETING ORDER
FORM OF NEWSPAPER NOTICE**

NOTICE OF THE CREDITORS' MEETING OF SIGNATURE ALUMINUM CANADA INC.
(hereinafter referred to as the "Applicant")

This notice is being published pursuant to the order of the Ontario Superior Court of Justice (the "CCAA Court") dated May 11, 2010 (the "Creditors' Meeting Order") which established the procedures for the Applicant to call, hold and conduct a meeting of its unsecured creditors (the "Creditors' Meeting") to consider and vote on the Plan of Compromise and Arrangement of the Applicant dated May 4, 2010 (as may be amended from time to time, the "Plan") and to transact such other business as may be properly brought before the Creditors' Meeting. The Creditors' Meeting will be held at the following date, times and location:

Date: June 1, 2010

Time: 10:00 a.m. (Toronto time)

Location: Ogilvy Renault LLP
Boardrooms A and B
Suite 3800, Royal Bank Plaza, South Tower
200 Bay Street
Toronto, Ontario
M5J 2Z4

ONLY THOSE CREDITORS WITH PROVEN CLAIMS OR DISPUTED CLAIMS (AS SUCH TERMS ARE DEFINED IN THE PLAN), OR THEIR RESPECTIVE PROXY HOLDERS, SHALL BE ENTITLED TO ATTEND AND VOTE ON THE PLAN AT THE CREDITORS' MEETING.

Creditors who have not received copies of the Information Package, including the Plan, may obtain copies from the website of the Court-appointed monitor, FTI Consulting Canada Inc. (the "Monitor") (<http://cfcanda.fticonsulting.com/signature>) or by contacting the Monitor by email at signature@fticonsulting.com or by telephone at 1 (800) 323-0140.

**SCHEDULE "E" TO CREDITORS' MEETING ORDER
RESOLUTION**

SCHEDULE "E" TO CREDITORS' MEETING ORDER OF
SIGNATURE ALUMINUM CANADA INC.

TEXT OF PLAN RESOLUTION

SIGNATURE ALUMINUM CANADA INC.

(the "Applicant")

Plan of Compromise and Arrangement
under the *Companies' Creditors Arrangement Act*

BE IT RESOLVED THAT:

1. the Plan of Compromise and Arrangement dated May 4, 2010 filed by the Applicant under the *Companies' Creditors Arrangement Act*, as may be amended, restated or supplemented in accordance with its terms (the "Plan"), presented to the Creditors' Meeting (as defined in the Plan) be and is hereby authorized and approved;
2. notwithstanding that this resolution has been passed and the Plan approved by the required majorities of Eligible Voting Creditors (as defined in the Plan), the directors of the Applicant be and they are hereby authorized and empowered to amend or not proceed with the Plan in accordance with the terms thereof; and
3. any one director or officer of the Applicant be, and he or she is hereby authorized, empowered and instructed, acting for, and in the name of and on behalf of the Applicant (but not the creditors), to execute, or cause to be executed, and to deliver or cause to be delivered for, on behalf of and in the name of the Applicant, all such documents, agreements and instruments and to do or cause to be done all such other acts and things as such director or officer of the Applicant determines to be necessary or desirable in order to carry out the Plan, such determination to be conclusively evidenced by the execution and delivery by such directors or officers of such documents, agreements or instruments or the doing of any such act or thing.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C., 1985 c. C-36
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
SIGNATURE ALUMINUM CANADA INC.

Applicant

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

CREDITORS' MEETING ORDER

BLAKE, CASSELS & GRAYDON LLP
Box 25, Commerce Court West
Toronto, Ontario M5L 1A9

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Fax: (416) 863-2653

Katherine McEachern LSUC#: 38345M
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Jackie Moher LSUC#53166V
Tel: (416) 863-3174
Fax: (416) 863-2653

Lawyers for the Applicant,
Signature Aluminum Canada Inc.

TAB 4

Court File No. CV-10-8561-00CL

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

THE HONOURABLE) TUESDAY, THE 11TH
JUSTICE) DAY OF MAY, 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

STAY EXTENSION ORDER

THIS MOTION made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an Order:

- a) that the time for service of the Notice of Motion, the Motion Record and the Third Report of the Monitor, FTI Consulting Canada Inc. (the "Monitor") dated May 7, 2010 (the "Third Report") is abridged and validated so that this Motion is properly returnable today and dispensing with further service thereof.;
- b) approving the Third Report; and
- c) approving an extension of the stay of proceedings from May 14, 2010, to and including June 11, 2010,

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

ON READING the material filed, including the Notice of Motion, the Third Report and the Affidavit of Parminder Punia sworn May 4, 2010, and on hearing the submissions of counsel for the Applicant and counsel for the Monitor;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the Third Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

MONITOR'S ACTIVITIES

2. **THIS COURT ORDERS** that the Third Report and the conduct and activities of the Monitor described therein be and are hereby approved.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 11 of the Initial Order of the Honourable Justice Morawetz, dated January 29, 2010) is hereby extended until and including June 11, 2010.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C., 1985 c. C-36
AND IN THE MATTER of a Plan of Compromise or Arrangement of Signature Aluminum Canada Inc.

Applicant

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

Proceeding commenced at Toronto

STAY EXTENSION ORDER

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Lawyers for the Applicant

TAB 5

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE _____) TUESDAY, THE 11th DAY
JUSTICE _____) OF MAY, 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.

APPROVAL AND VESTING ORDER

THIS MOTION, made by Signature Aluminum Canada Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Purchase Agreement**") between the Debtor and Alcan Automotive LLC (the "**Purchaser**") and acknowledged by FTI Consulting Canada Inc., in its capacity as court-appointed Monitor for the Debtor (the "**Monitor**") made as of April 23, 2010 and appended to the Affidavit of Parminder Punia, dated May 4, 2010 (the "**Affidavit**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Purchase Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Monitor's Fourth Report (the "**Report**") and on hearing the submissions of counsel for the Monitor, the Debtor and [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list:

1. **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion, the Motion Record and the Report herein be and is hereby abridged and that the Motion is properly returnable today, and service thereof upon any person other than those on the Service List be and is hereby dispensed with.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and that the Purchase Agreement is in the best interests of the Debtor and its stakeholders. The execution of the Purchase Agreement by the Debtor and acknowledgement by the Monitor is hereby authorized and approved, and each of the Debtor and the Monitor 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 Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that all of the Debtor's right, title and interest in and to the Purchased Assets described in the Purchase Agreement shall vest absolutely in the 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 January 29, 2010; and (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 (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased 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.

5. **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 the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, transfer at undervalue, fraudulent conveyance or assignment 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.

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

7. **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 Debtor, the Monitor and their respective 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 Debtor and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Debtor, the Monitor and their respective agents in carrying out the terms of this Order.



IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C., 1985 c. C-36
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
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Applicant

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Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

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Signature Aluminum Canada Inc.

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C., 1985 c. C-36
AND IN THE MATTER of a Plan of Compromise or Arrangement of Signature Aluminum Canada Inc.

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD

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