

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**B E T W E E N :**

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

**- and -**

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

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ONTARIO  
SUPERIOR COURT OF JUSTICE  
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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.

SERVICE LIST  
(Updated November 28, 2013)

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## PART I: OVERVIEW

1. A settlement has been reached between the parties to the pension related litigation in this *Companies' Creditors Arrangement Act*<sup>1</sup> ("**CCAA**") proceeding. In order to put the settlement into effect, an amendment to one of the pension plans is required. None of the parties with authority to amend the pension plan are able to do so. This Court's intervention is required.

2. Morneau Shepell Ltd. (the "**Administrator**"), in its capacity as Superintendent of Financial Services-appointed administrator of the Retirement Plan for Executive Employees of Indalex Limited and Associated Companies (the "**Executive Plan**") and the Retirement Plan for Salaried Employees of Indalex Limited and Associated Companies (the "**Salaried Plan**"), is responsible for the wind-up of the Salaried Plan. It brings this motion in that capacity.

3. The proposed amendment would give effect to the settlement reached between the Administrator, Sun Indalex Finance, LLC ("**Sun**"), the United Steelworkers (the "**USW**"), George L. Miller (the "**US Trustee**") in his capacity as Chapter 7 Trustee of the bankruptcy estates of IH 2, Inc. (f/k/a Indalex Holding Corp.), IH 1, Inc. (f/k/a Indalex Holdings Finance Corp.), IH 3, Inc. (f/k/a Indalex Inc.), IH 4, Inc. (f/k/a Caradon Lebanon, Inc.) and IH 5, Inc. (f/k/a Dolton Aluminum Company, Inc.) (collectively, the "**US Debtors**"), and the Superintendent of Financial Services (the "**Superintendent**"),

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<sup>1</sup> *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36.

(collectively referred to as the "**Parties**") respecting the remaining proceeds of Indalex Limited's CCAA proceedings, (approximately \$5,200,000) yet to be distributed (the "**Settlement**").

4. Specifically, the Salaried Plan members represented by the USW will have their portion of the settlement paid directly to the USW. The Salaried Plan members not represented by the USW will have their portion of the settlement paid into the Salaried Plan. In order to ensure that there is no double collection, the settlement proceeds in the Salaried Plan must be segregated.

5. The Administrator does not have the authority to give effect to this segregation unless the Salaried Plan is amended accordingly. The plan text does not contemplate or permit a segregation of monies that come into the plan between various classes or groups. All Parties are aware of the amendment, and none have objected.

6. The Administrator is not permitted to amend the plan text, and must administer the plan in accordance with its terms and the Ontario *Pension Benefits Act*<sup>2</sup> (the "**PBA**"). The Salaried Plan states that the power to amend the plan is the employer's.<sup>3</sup> The employer, being Indalex Limited, or, *de facto*, Indalex US, is unable to take the corporate steps necessary to effect the amendment.

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<sup>2</sup> *Pension Benefits Act*, RSO 1990, c P.8.

<sup>3</sup> Affidavit of Amanda Darrach, Motion Record of the Moving Party ("**MR**"), Exhibit C, Salaried Plan, Art. 14.01

7. The Court has jurisdiction to amend a pension plan to give effect to a negotiated settlement with respect to an arrangement under the CCAA pursuant to the broad remedial powers granted by s. 11 of the CCAA. Specifically, s. 11 allows this Court to make innovative remedial orders where they further the purposes of the CCAA, aid the parties in achieving common ground, and treat all stakeholders fairly. The Salaried Plan amendment, which is necessary for the implementation of the settlement, achieves all of these goals.

8. In the alternative, the Court has inherent jurisdiction to grant a remedy where one would not otherwise exist, as long as it does not conflict with existing legislation, pursuant to subsection 11(2) of the *Courts of Justice Act*.<sup>4</sup> The Court may amend the Salaried Plan under this inherent jurisdiction to fashion an appropriate remedy where it might not otherwise exist.

## **PART II: Facts**

9. On February 1, 2013, the Supreme Court of Canada released its decision in *Re Indalex*, a matter respecting CCAA proceedings involving Sun, the Administrator, USW, the US Trustee, and a group of fourteen (14) members of the Executive Plan (the “**Retired Executives**”), who all advanced secured and other priority claims against Indalex Ltd. senior to the claims of unsecured creditors.<sup>5</sup>

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<sup>4</sup> *Courts of Justice Act*, RSO 1990, c C.43.

<sup>5</sup> The following facts are taken from the 23<sup>rd</sup> Report of the Monitor, filed in the companion motion.

10. In its decision, the Supreme Court found, *inter alia*, that a PBA deemed trust with respect to the Salaried Plan exists, continues during CCAA proceedings, and covers the wind up deficit owing to the pension plan.

11. The Supreme Court further found that the deemed trust is subject to the doctrine of paramountcy, which applied to give priority to the DIP Lender over the deemed trust.

12. Following the release of the Supreme Court decision, FTI Consulting Canada ULC in its capacity as the Court-appointed monitor of the Applicants (the "**Monitor**") informed the Parties that it intended to pay the US Trustee \$10,751,247.22, and after paying the US Trustee, approximately \$5,200,000.00 would remain of the funds of the estate (the "**Estate Funds**").

13. Negotiations and several court appearances followed, with claims on the Estate Funds made by the Salaried Plan, the Executive Plan, Sun, and the US Trustee.

14. On September 13, 2013, the parties settled the matter, agreeing, *inter alia*, to authorize and direct the Monitor to distribute the sum of \$1,405,000.00 as follows:

- (a) the sum of \$350,000, to Koskie Minsky LLP, in trust for the members of the Executive Plan whom it represents (the "**Retired Executives**");
- (b) the sum of \$285,000, inclusive of applicable taxes, payable to Koskie Minsky LLP, in trust, as partial reimbursement of the legal costs of the Retired Executives;

- (c) the aggregate sum of \$15,000, payable in equal amounts of \$3,750 directly to each of the four (4) members of the Executive Plan who is not a Retired Executive, subject to any applicable statutory withholdings;
- (d) the sum of \$650,000, payable to the Administrator on behalf of and for deposit into the Salaried Plan; and
- (e) the sum of \$105,000, payable to the USW on behalf of the seven (7) members of the Salaried Plan whom it represents.<sup>6</sup>

15. The Settlement contemplates an amendment to the Salaried Plan, in order to restrict distribution of the funds to only those members of the Salaried Plan not represented by the USW, in the proportion intended by the parties (the "**Proposed Amendment**").

16. The Proposed Amendment, respecting Section 14.03 of the Salaried Plan, will add a paragraph excluding Salaried Plan members represented by USW from the \$650,000 to be deposited into the Plan.<sup>7</sup>

17. Indalex US, now managing Indalex Ltd, which has become an assetless shell company, has stepped into the shoes of Indalex Ltd. Indalex US has expressed its unwillingness to amend the Salaried Plan, though it does not oppose the amendment.

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<sup>6</sup> Affidavit of Amanda Darrach, Motion Record of the Moving Party, Exhibit A, para 4.

<sup>7</sup> Affidavit of Amanda Darrach, Motion Record of the Moving Party, Exhibit A, para 9.



18. The Administrator now brings a motion requesting the Court to order the amendment of the Salaried Plan in accordance with the Proposed Amendment.

19. The Proposed Amendment is necessary in order to implement the Settlement. Failing the passage of the Proposed Amendment, the Administrator would have no authority to segregate the funds that are to be directed to the non-USW Members only. Instead, it would be required that the funds be distributed to all Salaried Plan Members.

### **PART III: Issues and the Law**

20. The issue on this motion is whether this Court should exercise its jurisdiction under the CCAA and/or the *Courts of Justice Act* to amend the Salaried Plan. The Administrator submits that this Court should do so.

#### **A. Jurisdiction to Amend the Salaried Plan under Section 11 of the CCAA**

##### **1. Breadth of Remedial Powers**

21. Section 11 of the CCAA gives the court extremely broad remedial powers:

Despite anything in the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act*, if an application is made under this Act in respect of a debtor company, the court, on the application of any person interested in the matter, may, subject to the restrictions set out in this Act, on notice to any other person or without notice as it may see fit, make any order that it considers appropriate in the circumstances.<sup>8</sup>

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<sup>8</sup> *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36., s. 11.

22. The Supreme Court of Canada considered the breadth of powers s. 11 of the CCAA gives to the Court in *Century Services*.<sup>9</sup> Considering the source of remedial powers under the CCAA, the court rejected the notion that such powers rely on the court's equitable jurisdiction to advance the purposes of the Act, or the inherent jurisdiction to fill gaps in the legislation.<sup>10</sup> The Court took the view that court orders during CCAA procedures are most often exercises in statutory interpretation, noting in the case of s. 11 that the legislation is broad enough to support a very expansive interpretation of those powers.<sup>11</sup> Furthermore, the Court interpreted the current legislative drafting of s. 11, which enables the Court to "make any order that it considers appropriate in the circumstances" as legislative approval of the Court's historically broad interpretation of its remedial powers under the CCAA.

23. The amendment of a pension plan in order to facilitate a settlement reached by the parties falls squarely within the range of remedial powers available to the Court through s. 11 of the CCAA.

## **2. Section 11 of the CCAA allows the court to make novel remedial orders**

24. Courts are not restricted to the specifically articulated orders available under the CCAA, nor are they confined to remedies or arrangements with precedents.<sup>12</sup> In

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<sup>9</sup> *Century Services Inc. v. Canada (Attorney General)*, [2010] 3 SCR 379

<sup>10</sup> *Century Services Inc. v. Canada (Attorney General)*, [2010] 3 SCR 379 at paras 65-66.

<sup>11</sup> *Century Services Inc. v. Canada (Attorney General)*, [2010] 3 SCR 379 at para 66.

<sup>12</sup> *Century Services Inc. v. Canada (Attorney General)*, [2010] 3 SCR 379 at paras 61-62, 70.

*Century Services* the Supreme Court acknowledged that courts often have to innovate in CCAA proceedings given the complexity of arrangements of insolvent companies and the number of stakeholders.<sup>13</sup>

**3. Section 11 of the CCAA empowers the Court to alter and take away proprietary interests**

25. The alteration or removal of proprietary interests is a measure available to the court under s. 11, and has not been a barrier to remedial orders. In *Metcalfe*,<sup>14</sup> the court released third parties from liability in claims against them as part of an arrangement and compromise, despite the objection of some dissenting creditors. In reaching this decision the court stated:

For the reasons I have explained, however, I am satisfied that Parliament's intention to clothe the court with authority to consider and sanction a plan that contains third-party releases is expressed with sufficient clarity in the "compromise or arrangement" language of the CCAA coupled with the statutory voting and sanctioning mechanism making the provisions of the plan binding on all creditors. This is not a situation of impermissible "gap-filling" in the case of legislation severely affecting property rights; it is a question of finding meaning in the language of the Act itself.<sup>15</sup>

**4. Section 11 enables the Court to make remedial orders without the presence or consent of key parties**

26. The decision of the Indalex entities, the sole parties currently authorized to amend the Salaried Plan, not to exercise their authority is not a barrier to the court amending the Salaried Plan.

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<sup>13</sup> *Century Services Inc. v. Canada (Attorney General)*, [2010] 3 SCR 379 at paras 61-62

<sup>14</sup> *Metcalfe & Mansfield Alternative Investments II Corp. (Re)*, 2008 ONCA 587 (CanLII)

<sup>15</sup> *Metcalfe & Mansfield Alternative Investments II Corp. (Re)*, 2008 ONCA 587 (CanLII) at 101.

27. Remedial powers under s. 11 of the CCAA are broad enough to alter agreements, or enable orders conflicting with agreements, even without the consent of all parties to the agreement. In *Nortel Networks*<sup>16</sup> the court made an order staying rights under a collective agreement. The union in that case opposed the order, arguing that the court had no jurisdiction to use section 11 to alter a collective agreement, or alter rights under a collective agreement. While the court acknowledged cases establishing that courts have no jurisdiction at common law or in equity to alter the terms of a contract between parties, except to clarify the intent of the parties, the court further stated that insolvency was an important factor that changes this analysis. The court awarded the stay, finding that rights under a collective agreement can be suspended under a CCAA proceeding.<sup>17</sup>

28. The Indalex entities' failure or inability to modify the Salaried Plan, which is an agreement with its employees or former employees, does not restrict the ability of this Court to do so in its place.

**5. Amending the Salaried Plan is an appropriate use of s. 11 remedial powers**

29. In the *Century Services* decision, the Supreme Court explained that appropriate use of the powers of the court under s. 11 of the CCAA are only limited by the remedial

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<sup>16</sup> *Nortel Networks Corp. (Re)*, [2009] O.J. No. 2558

<sup>17</sup> *Nortel Networks Corp. (Re)*, [2009] O.J. No. 2558 at paras 74-75.

purpose of the that legislation, to avoid social and economic losses, and the policy objectives of achieving common ground and treating all stakeholders fairly:

Appropriateness under the CCAA is assessed by inquiring whether the order sought advances the policy objectives underlying the CCAA. The question is whether the order will usefully further efforts to achieve the remedial purpose of the CCAA — avoiding the social and economic losses resulting from liquidation of an insolvent company. I would add that appropriateness extends not only to the purpose of the order, but also to the means it employs. Courts should be mindful that chances for successful reorganizations are enhanced where participants achieve common ground and all stakeholders are treated as advantageously and fairly as the circumstances permit.<sup>18</sup>

30. Amending the Salaried Plan to enable the settlement reached by the parties is an appropriate use of the Court's remedial power under s. 11 of the CCAA because it advances the policy objectives of the Act by:

- (a) Furthering the remedial purpose of the Act: to avoid social and economic losses;
- (b) Aiding the parties in achieving common ground; and
- (c) Treating all stakeholders advantageously and fairly.

**(a) Mitigating social and economic losses**

31. The purpose of the Proposed Amendment is to compensate all of the members and beneficiaries through a settlement, rather than only those represented by USW. Mitigating loss is the clear intention of the amendment.

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<sup>18</sup> *Century Services Inc. v. Canada (Attorney General)*, [2010] 3 SCR 379 at para 70.

32. The court's role in CCAA proceedings is not only to protect the interests of debtor and creditor, but those of a wide variety of stakeholders.<sup>19</sup> It is appropriate for the Court to fashion a remedy under s. 11 of the CCAA to equitably distribute Estate Funds to pensioners.

***(b) Achieving common ground***

33. Amending the Salaried Plan will aid the participants in these proceedings to achieve common ground. Among the Parties there is no opposition to the amendment of the Salaried Plan. It is, in fact, a necessary measure to give effect to the settlement to which all parties have agreed.

34. Courts have given weight to a lack of opposition in finding that an order sought fosters the objectives of the CCAA.<sup>20</sup>

***(c) Fair treatment of all stakeholders***

35. The amendment the Salaried Plan sought is necessary if all stakeholders are to be treated advantageously and fairly. The effect of the amendment will be to include those members and beneficiaries not represented by USW in the settlement agreement reached by the parties.

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<sup>19</sup> *Century Services Inc. v. Canada (Attorney General)*, [2010] 3 SCR 379 at para 60.

<sup>20</sup> *Futura Loyalty Group Inc. (Re)*, [2012] O.J. No. 5362 at para 15.

**B. Jurisdiction to Amend the Salaried Plan under the Court's Inherent Jurisdiction**

**1. Breadth of Inherent Jurisdiction**

36. In the alternative, the Administrator submits that ss. 11(2) of the *Courts of Justice Act* grants the Superior Court of Justice inherent jurisdiction to make such an amendment. The provision reads:

The Superior Court of Justice has all the jurisdiction, power and authority historically exercised by courts of common law and equity in England and Ontario.<sup>21</sup>

37. The Court's inherent jurisdiction is unlimited and unrestricted except where the legislature has explicitly provided to the contrary in substantive civil law matters.<sup>22</sup>

38. The Court may use its inherent jurisdiction to fashion an appropriate remedy where one otherwise would not exist.<sup>23</sup>

**2. Appropriate Use of Inherent Jurisdiction to Amend the Salaried Plan**

39. Amending the Salaried Plan in order to give effect to the settlement reached by the parties would be an appropriate use of the Court's inherent jurisdiction because:

- (a) No existing statute explicitly restricts the amendment of a pension plan where the employer consents;

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<sup>21</sup> *Courts of Justice Act*, R.S.O. 1990, s. C.43.

<sup>22</sup> *80 Wellesley St. East Ltd. v. Fundy Bay Builders Ltd. et al.*, 1972 CanLii 535 (ON CA)

<sup>23</sup> *R. v. Consolidated Fastfrate Trasnport Inc.*, 1995 CanLii 7150 (ON SC)

- (b) There are no judicial decisions that conflict with the Court amending a pension plan;
- (c) It would be an unfair result for the non-unionized members and beneficiaries not to benefit from remaining proceeds yet to be distributed, and no remedy for this outcome otherwise exists; and
- (d) This is a unique circumstance in which all present Parties have agreed to compromise, and no party will oppose the order.

***(a) No conflicting statute***

40. There is no statute in conflict with this amendment. The PBA states that an amendment to a pension plan may be registered by application of the administrator of the plan, as long as the fee is paid, the Superintendent approves, and the appropriate certified documents are filed.<sup>24</sup>

41. The Administrator is present and willing to comply with the formal requirements of the PBA for a Salaried Plan amendment. There is no statute that would conflict with the Court's order to amend the plan. The Superintendent has not, on this preliminary basis, objected.

***(b) No conflicting decisions***

42. While there are decisions with respect to the Court's jurisdiction to wind-up a pension plan, there is no direct conflict in the jurisprudence. Accordingly, there is no binding precedent on this Court that would prohibit it from amending the Salaried Plan.

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<sup>24</sup> *Pension Benefits Act*, s. 12(1)-(2)



The Ontario Court of Appeal, following the reasoning of the Supreme Court of Canada in *Buschau*<sup>25</sup> found it could not order an employer to wind up a pension plan in *Rio Algom*.<sup>26</sup> However, that decision is distinguishable from the present case and does not apply to restrict the Court from ordering an amendment under its inherent jurisdiction.

43. In *Buschau*, the Supreme Court in refusing to wind up a pension plan explained that the "societal purpose" of a pension plan is not served by current pensioners demanding a wind up, since current pensioners only hold part of the interest in the pension, and further noted that current pensioners should not deprive future employees of the benefit of the pension.<sup>27</sup> In the present case there is no alternative in which the pension will continue, as it is already wound up. Furthermore, this request is brought with the agreement of all parties with the objective of fairly sharing remaining pension funds, not by one group to the detriment of another.

44. In *Rio Algom*, the Court reasoned that the pensioners requesting the wind-up had statutory recourse under the PBA to have their concerns addressed by the Superintendent, and it was thus inappropriate for the Court to use its inherent jurisdiction. In the present case, the pension is wound up and the request is the result of a negotiated settlement. There is no recourse under the PBA or any other statutory scheme.

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<sup>25</sup> *Buschau v. Rogers Communications Inc.*, [2006] 1 S.C.R. 973

<sup>26</sup> *Lomas v. Rio Algom Limited*, 2010 ONCA 175 (CanLii)

<sup>27</sup> *Buschau v. Rogers Communications Inc.*, [2006] 1 S.C.R. 973 at paras 40-42.

45. The request to wind up the plan in *Rio Algom* was opposed by the employer. Indalex U.S., the effective employer in this case, has communicated its unwillingness to itself amend the Plan, but has not opposed this motion.

**(c) Unfair result**

46. The settlement reached was an attempt by the parties to compromise and fairly distribute the remaining proceeds of the arrangement. The settlement contemplates an amendment to the Salaried Plan in order to distribute some of the proceeds to those members and beneficiaries who are not represented by USW, and this is not possible without the amendment.

47. It has been found to be appropriate at common law for the Court to fashion a remedy where one would not otherwise exist.<sup>28</sup> In an insolvency situation, creativity is needed to address the rights of all stakeholders in as fair and complete a way as is possible.<sup>29</sup> If the Court does not use its remedial powers flowing from s. 11 of the CCAA, there is no other remedy available for the pensioners who are not represented by USW.

**(d) Unique compromise by parties**

48. While the Supreme Court of Canada has called the Superior Court's inherent jurisdiction a special and extraordinary power to be used sparingly,<sup>30</sup> the compromise reached by all present parties is a unique circumstance in which no party opposes the

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<sup>28</sup> *R. v. Consolidated Fastfrate Trasnport Inc.*, 1995 CanLii 7150 (ON SC)

<sup>29</sup> *Century Services Inc. v. Canada (Attorney General)*, [2010] 3 SCR 379 at paras 61-62.

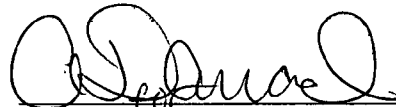
<sup>30</sup> *College Housing Co-operative Ltd. v. Baxter Student Housing Ltd.* [1976] 2 S.C.R. 475 at 480.

request, and the Court's use of inherent jurisdiction will not come at the expense of any right being asserted by any of the parties. The Court would simply be filling a gap in the law to facilitate an agreement.

**PART IV: ORDER REQUESTED**

49. The Administrator requests the Court order that the Salaried Plan is amended in accordance with the Proposed Amendment.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 9<sup>TH</sup> DAY OF DECEMBER, 2013.

A handwritten signature in black ink, appearing to read "Hugh O'Reilly", is written over a horizontal line. The signature is cursive and somewhat stylized.

Hugh O'Reilly, LSUC # 36271V



**SCHEDULE "A"**  
**LIST OF AUTHORITIES**

1. *Century Services Inc. v. Canada (Attorney General)*, [2010] 3 SCR 379
2. *Metcalfe & Mansfield Alternative Investments II Corp. (Re)*, 2008 ONCA 587 (CanLII)
3. *Nortel Networks Corp. (Re)*, [2009] O.J. No. 2558
4. *Futura Loyalty Group Inc. (Re)*, [2012] O.J. No. 5362
5. *80 Wellesley St. East Ltd. v. Fundy Bay Builders Ltd. et al.*, 1972 CanLii 535 (ON CA)
6. *R. v. Consolidated Fastfrate Trasnport Inc.*, 1995 CanLii 7150 (ON SC)
7. *Buschau v. Rogers Communications Inc.*, [2006] 1 S.C.R. 973
8. *Lomas v. Rio Algom Limited*, 2010 ONCA 175 (CanLii)
9. *College Housing Co-operative Ltd. v. Baxter Student Housing Ltd.* [1976] 2 S.C.R. 475 at 480.



**SCHEDULE B  
TEXT OF RELEVANT STATUTORY PROVISIONS**

1. ***Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36.**

**General power of court**

**11.** Despite anything in the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act*, if an application is made under this Act in respect of a debtor company, the court, on the application of any person interested in the matter, may, subject to the restrictions set out in this Act, on notice to any other person or without notice as it may see fit, make any order that it considers appropriate in the circumstances.

2. ***Courts of Justice Act, RSO 1990, c C.43.***

**Superior Court of Justice**

11.(1)The Ontario Court (General Division) is continued as a superior court of record under the name Superior Court of Justice in English and Cour supérieure de justice in French.

**Idem**

(2)The Superior Court of Justice has all the jurisdiction, power and authority historically exercised by courts of common law and equity in England and Ontario.



3. ***Pension Benefits Act, RSO 1990, c P.8,***

12. (1) The administrator of a pension plan shall apply to the Superintendent, within sixty days after the date on which the pension plan is amended, for registration of the amendment.

**Requirements for registration**

(2) An application for registration of an amendment shall be made by paying the fee established by the Minister and filing,

(a) a certified copy of the amending document;

(b) certified copies of any other prescribed documents;

(b.1) a certification in a form approved by the Superintendent and signed by the administrator of the pension plan in which the administrator attests that the amendment complies with this Act and the regulations; and

(c) any other prescribed information.

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

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

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

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