

This is **Exhibit "A"** referred to in the
Affidavit of Parminder Punia
sworn the 28th day of January, 2010

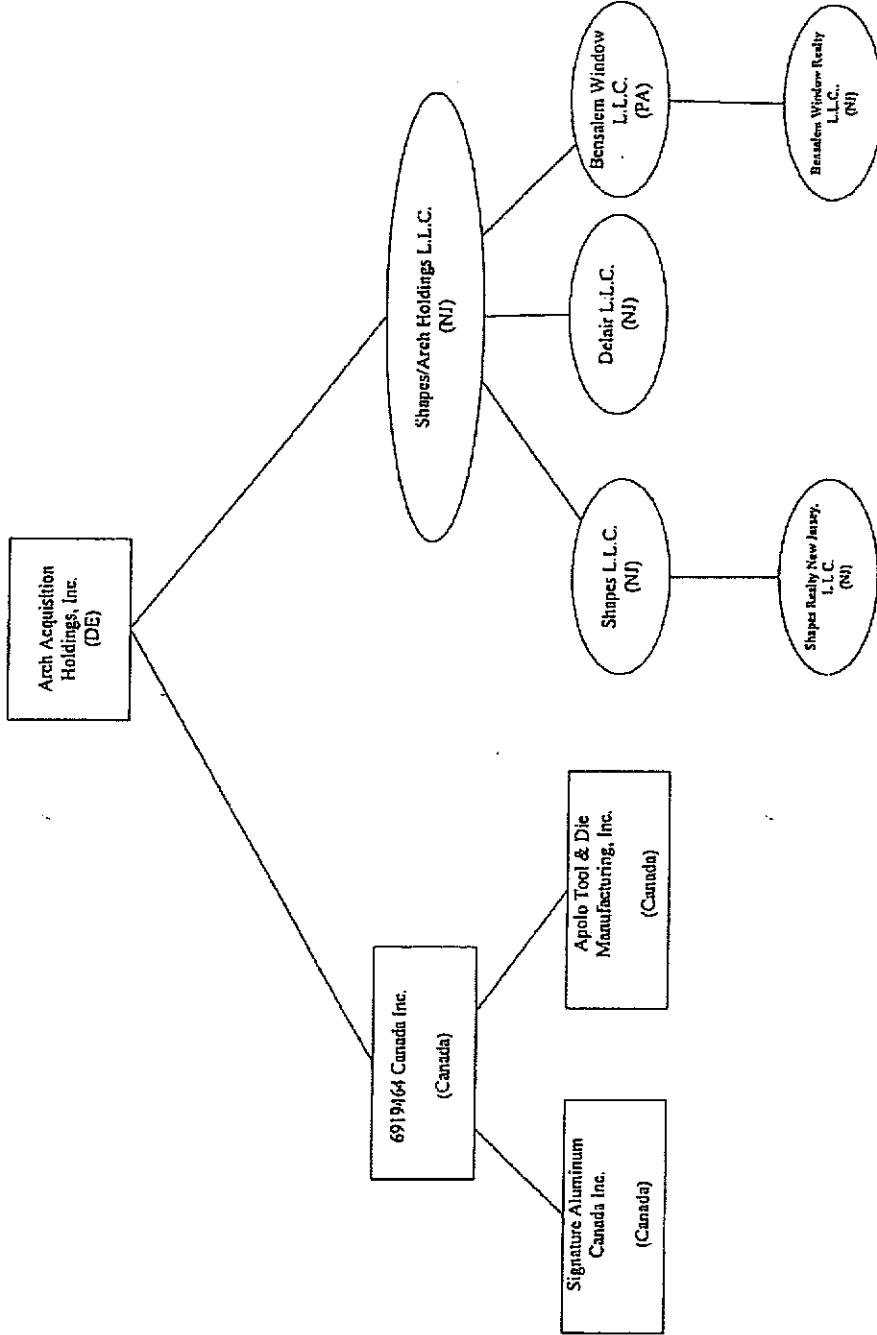


A COMMISSIONER, ETC.

BRUCE SHEINER,
A COMMISSIONER, ETC.,
PROVINCE OF ONTARIO,
WHILE A STUDENT-AT-LAW.
EXPIRES APRIL 16, 2011.

Arch Acquisition
Structure Chart

3/2/09



This is Exhibit "B" referred to in the
Affidavit of Parminder Punia
sworn the 28th day of January, 2010



A COMMISSIONER, ETC.

BRUCE SHEINER,
A COMMISSIONER, ETC.,
PROVINCE OF ONTARIO,
WHILE A STUDENT-AT-LAW,
EXPIRES APRIL 16, 2011.

SIGNATURE ALUMINUM CANADA INC.
BALANCE SHEET - CONSOLIDATED
2009 ACTUAL
US FUNDS (in millions)

CONVERSION RATE	0.8122	0.8064	0.8081	0.8267	0.8926	0.8664	0.9234	0.9243	0.9160	0.9507	0.9347	0.9525	
ASSETS	December-08	January	February	March	April	May	June	July	August	September	October	November	December-09
Current Assets													
Cash & Equivalents	\$ (1,751)	\$ (1,652)	\$ (2,980)	\$ (1,033)	\$ (294)	\$ 198	\$ 701	\$ 490	\$ 68	\$ 666	\$ (657)	\$ (700)	\$ 5,520
Accounts receivable, net	14,509	11,842	13,877	13,656	12,220	12,582	11,718	14,032	15,706	14,723	15,530	15,880	11,891
Inter-company receivable	(1)	83	205	272	327	536	637	892	942	903	964	954	962
Inventories	9,989	8,305	7,841	7,072	7,424	9,014	8,890	8,210	8,600	10,984	10,867	9,093	6,305
Prepaid expenses and other	277	861	1,020	929	858	795	827	835	799	803	867	713	726
Total Current Assets	21,023	19,639	19,963	20,896	20,535	21,125	21,773	24,459	26,115	28,079	27,601	25,942	25,404
Property, Plant & Equipment (Net)	3,742	3,625	3,516	3,512	3,761	4,026	3,934	4,209	4,210	4,198	4,352	4,280	4,321
Other Assets													
Financing Costs, net	-	-	-	-	-	-	-	-	-	-	-	-	-
Goodwill/Intangibles, net	-	-	-	-	-	-	-	-	-	-	-	-	-
Deferred Tooling Costs, net	964	944	935	1,035	1,089	1,271	1,318	1,426	1,349	1,314	1,364	1,322	1,343
Other Assets, net	1,563	1,182	1,599	2,011	2,241	599	551	416	505	499	589	579	591
Total Other Assets	2,527	2,126	2,534	3,046	3,330	1,870	1,869	1,842	1,854	1,813	1,953	1,901	1,934
Total Assets	\$ 29,292	\$ 25,390	\$ 26,013	\$ 27,454	\$ 27,627	\$ 29,021	\$ 28,576	\$ 30,510	\$ 31,179	\$ 34,090	\$ 33,906	\$ 32,123	\$ 31,659
LIABILITIES AND OWNERS' EQUITY													
Current Liabilities													
Current maturities of long term debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current IRB's payable	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts payable	8,497	7,620	9,244	11,550	12,191	14,130	15,171	16,162	17,745	19,487	18,137	17,145	19,256
Checks in excess of cash	-	-	-	-	-	-	-	-	-	-	-	-	-
Accrued and other liabilities	3,508	2,881	2,887	2,590	3,081	3,311	3,335	3,441	3,808	3,712	4,121	4,329	3,043
Total current liabilities	12,005	10,501	12,131	14,140	15,272	17,441	18,506	19,603	21,553	23,199	22,258	21,474	22,299
Long Term Liabilities													
Revalver	-	-	-	-	-	-	-	-	-	-	-	-	-
Term Loan	-	-	-	-	-	-	-	-	-	-	-	-	-
IRBs	-	-	-	-	-	-	-	-	-	-	-	-	-
Note Payable - HIG Extnsh	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-	-	-	-
Deferred Tooling Contingen	-	-	-	-	-	-	-	-	-	-	-	-	-
Deferred Tax Liability	24	24	42	90	77	122	108	(18)	(18)	(18)	43	38	40
Intercompany Liability	22,613	22,308	21,885	22,096	21,528	21,825	23,126	24,207	24,230	24,012	24,307	24,094	24,554
Other LT Liabilities	644	(415)	(473)	(478)	(512)	(577)	(639)	415	501	1,135	2,564	3,032	2,944
Total long term liabilities	23,257	21,817	21,434	21,708	21,093	23,370	23,575	24,604	24,713	25,129	27,114	27,169	27,535
Total liabilities	35,262	32,318	33,565	35,848	36,365	40,811	41,081	44,207	46,266	48,328	49,372	48,643	49,834
Owners' Equity													
Common stock	-	-	-	-	-	-	-	-	-	-	-	-	-
Additional paid in capital	301	301	379	319	111	(834)	(532)	(1,394)	(1,298)	(1,598)	(1,598)	(1,598)	(2,104)
Retained earnings (loss)	(6,271)	(7,229)	(7,951)	(8,713)	(8,849)	(10,956)	(11,973)	(12,303)	(12,693)	(12,940)	(13,607)	(14,917)	(16,071)
Total owners' equity	(5,970)	(6,928)	(7,572)	(8,394)	(8,738)	(11,790)	(12,505)	(13,697)	(14,087)	(14,238)	(15,066)	(16,315)	(18,175)
Total liabilities and owners' equity	\$ 29,292	\$ 25,390	\$ 26,013	\$ 27,454	\$ 27,627	\$ 29,021	\$ 28,576	\$ 30,510	\$ 31,179	\$ 34,090	\$ 33,906	\$ 32,123	\$ 31,659
Balance Check	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

SIGNATURE ALUMINIUM CANADA INC.
 INCOME STATEMENT - CONSOLIDATED
 2009 ACTUAL
 (U.S. DOLLARS PER SHARE)

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total		
CONVERSION RATE	1.2066	0.8167	0.8083	0.7925	0.8118	0.8332	0.8171	0.8111	0.8290	0.8484	0.8290	0.8228	0.8172	0.8171	0.8100	0.8100	0.8100	0.8100	0.8100	0.8100	0.8100	0.8100	0.8100	0.8100	0.8100	0.8100	0.8100	
Weighted Average Aluminum Cost / lb																												
Product Sold																												
Lay & Billet	4,085	2,897	3,285	2,402	2,114	3,173	3,772	4,089	4,809	5,018	5,806	6,494	7,492	8,791	10,092	11,393	12,694	14,000	15,300	16,600	17,900	19,200	20,500	21,800	23,100	24,400	25,700	
Extrusion	2,277	3,847	3,766	4,200	4,711	5,197	5,684	6,171	6,658	7,145	7,632	8,119	8,606	9,093	9,580	10,067	10,554	11,041	11,528	12,015	12,502	12,989	13,476	13,963	14,450	14,937	15,424	
PSS																												
Total Product Sold	6,362	6,744	7,051	6,602	6,825	8,370	9,466	9,800	10,467	11,163	12,438	13,613	14,798	15,983	17,168	18,353	19,538	20,723	21,908	23,093	24,278	25,463	26,648	27,833	29,018	30,203	31,388	
Net Sales	\$ 3,445	\$ 2,271	\$ 2,412	\$ 1,905	\$ 1,725	\$ 2,392	\$ 2,815	\$ 3,238	\$ 3,661	\$ 4,084	\$ 4,507	\$ 4,930	\$ 5,353	\$ 5,776	\$ 6,199	\$ 6,622	\$ 7,045	\$ 7,468	\$ 7,891	\$ 8,314	\$ 8,737	\$ 9,160	\$ 9,583	\$ 10,006	\$ 10,429	\$ 10,852	\$ 11,275	\$ 11,698
Less: Cost of Sales	3,400	5,560	6,472	5,381	6,260	6,197	6,764	7,331	7,912	8,493	9,074	9,655	10,236	10,817	11,398	11,979	12,560	13,141	13,722	14,303	14,884	15,465	16,046	16,627	17,208	17,789	18,370	\$ 18,951
Net Income	\$ 45	\$ (2,889)	\$ (2,060)	\$ (1,476)	\$ (1,535)	\$ (805)	\$ (1,149)	\$ (1,111)	\$ (1,307)	\$ (1,409)	\$ (1,567)	\$ (1,724)	\$ (1,881)	\$ (2,038)	\$ (2,195)	\$ (2,352)	\$ (2,509)	\$ (2,666)	\$ (2,823)	\$ (2,980)	\$ (3,137)	\$ (3,294)	\$ (3,451)	\$ (3,608)	\$ (3,765)	\$ (3,922)	\$ (4,079)	\$ (4,236)
Other Expenses	114	123	130	117	124	131	138	145	152	159	166	173	180	187	194	201	208	215	222	229	236	243	250	257	264	271	278	285
Net Income Before Other Expenses	\$ (69)	\$ (3,012)	\$ (2,190)	\$ (1,593)	\$ (1,657)	\$ (936)	\$ (1,287)	\$ (1,250)	\$ (1,462)	\$ (1,561)	\$ (1,723)	\$ (1,896)	\$ (2,069)	\$ (2,242)	\$ (2,415)	\$ (2,588)	\$ (2,761)	\$ (2,934)	\$ (3,107)	\$ (3,280)	\$ (3,453)	\$ (3,626)	\$ (3,800)	\$ (3,973)	\$ (4,146)	\$ (4,319)	\$ (4,492)	\$ (4,665)
Income Tax Provisions	760	286	417	390	364	436	517	598	679	760	841	922	1,003	1,084	1,165	1,246	1,327	1,408	1,489	1,570	1,651	1,732	1,813	1,894	1,975	2,056	2,137	2,218
Net Income	\$ (684)	\$ (3,300)	\$ (2,607)	\$ (1,983)	\$ (2,021)	\$ (1,370)	\$ (1,804)	\$ (2,362)	\$ (2,931)	\$ (3,500)	\$ (4,069)	\$ (4,638)	\$ (5,207)	\$ (5,776)	\$ (6,345)	\$ (6,914)	\$ (7,483)	\$ (8,052)	\$ (8,621)	\$ (9,190)	\$ (9,759)	\$ (10,328)	\$ (10,897)	\$ (11,466)	\$ (12,035)	\$ (12,604)	\$ (13,173)	\$ (13,742)
Adjusted For Adjusted EBITDA																												
Income Tax	(228)	(607)	(486)	(423)	(438)	(460)	(482)	(504)	(526)	(548)	(570)	(592)	(614)	(636)	(658)	(680)	(702)	(724)	(746)	(768)	(790)	(812)	(834)	(856)	(878)	(900)	(922)	(944)
Depreciation & Amortization	20	31	42	53	64	75	86	97	108	119	130	141	152	163	174	185	196	207	218	229	240	251	262	273	284	295	306	317
Provision for Deferred Tax	30	41	52	63	74	85	96	107	118	129	140	151	162	173	184	195	206	217	228	239	250	261	272	283	294	305	316	327
Net Interest Expense	292	180	155	84	71	95	110	125	140	155	170	185	200	215	230	245	260	275	290	305	320	335	350	365	380	395	410	425
Net Interest Income	(272)	(180)	(155)	(84)	(71)	(95)	(110)	(125)	(140)	(155)	(170)	(185)	(200)	(215)	(230)	(245)	(260)	(275)	(290)	(305)	(320)	(335)	(350)	(365)	(380)	(395)	(410)	(425)
Adjusted EBITDA	\$ (1,274)	\$ (3,720)	\$ (3,248)	\$ (2,590)	\$ (2,590)	\$ (1,805)	\$ (2,314)	\$ (2,823)	\$ (3,332)	\$ (3,841)	\$ (4,350)	\$ (4,859)	\$ (5,368)	\$ (5,877)	\$ (6,386)	\$ (6,895)	\$ (7,404)	\$ (7,913)	\$ (8,422)	\$ (8,931)	\$ (9,440)	\$ (9,949)	\$ (10,458)	\$ (10,967)	\$ (11,476)	\$ (11,985)	\$ (12,494)	\$ (13,003)

This is Exhibit "C" referred to in the
Affidavit of Parminder Punia
sworn the 28th day of January, 2010


A COMMISSIONER, ETC.

BRUCE SHEINER,
A COMMISSIONER, ETC.,
PROVINCE OF ONTARIO,
WHILE A STUDENT-AT-LAW.
EXPIRES APRIL 16, 2011.

**Amended & Restated
Bon L Canada Inc.
Note**

CDN\$30,940,156.96

Date: February 14, 2008

FOR VALUE RECEIVED, Signature Aluminum Canada Inc. (formerly Bon L Canada Inc.) (the "Borrower"), hereby promises to pay **on demand** to the order of 6919464 Canada Inc., a corporation incorporated under the *Canada Business Corporations Act* (the "Lender"), c/o Signature Aluminum Canada Inc., 500 Edward Avenue, Richmond Hill, Ontario, L4C 4Y9, or at such other location as the holder hereof may in writing designate, the principal sum of Thirty Million, Nine Hundred and Forty Thousand, One Hundred and Fifty-Six Canadian Dollars and ninety-six cents (CDN\$30,940,156.96) with interest thereon at a rate of 7.8% per annum on the unpaid principal balance.

All amounts to be paid hereunder shall be paid in immediately available funds and in lawful money of Canada. This Note shall be construed according to and governed by the laws of the Province of Ontario.

This Note amends and restates that certain promissory note dated October 1, 2007 made by the undersigned in favour of Idlewood Properties, Inc. in an original principal amount of US\$34,388,796.00, as subsequently partially repaid and assigned to the Lender.

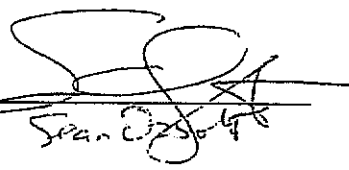
IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed on its behalf by its duly authorized officer as of the date and year first above written.

SIGNATURE ALUMINUM CANADA INC.

By: _____

Name: _____

Title: _____



This is Exhibit "D" referred to in the
Affidavit of Parminder Punia
sworn the 28th day of January, 2010

Bruce

A COMMISSIONER, ETC.

BRUCE SHEINER,
A COMMISSIONER, ETC.,
PROVINCE OF ONTARIO,
WHILE A STUDENT-AT-LAW.
EXPIRES APRIL 16, 2011.

DEMAND, DIRECTION AND CONSENT

TO: Signature Aluminum Canada Inc. (the "Debtor")

FROM: 6919464 Canada Inc. (the "Creditor")

RE: Amended & Restated Promissory Note dated February 14, 2008 made by the Debtor in favour of the Creditor in an original principal amount of Cdn.\$30,940,156.96 (the "Demand Note").

The Creditor hereby demands immediate repayment from the Debtor of all amounts owing under the Demand Note.

The Creditor hereby irrevocably authorizes and directs the Debtor to pay USDS3,000,000 (CAD\$3,117,660) of such repayment to Arch Acquisition Holdings Inc. or as otherwise directed by Arch Acquisition Holdings Inc.

Dated this 6th day of January, 2010.

6919464 CANADA INC.

By: P. Punia
Name: Parminder Punia
Title: Controller & Treasurer

This is Exhibit "E" referred to in the
Affidavit of Parminder Punia
sworn the 28th day of January, 2010



A COMMISSIONER, ETC.

BRUCE SHEINER,
A COMMISSIONER, ETC.,
PROVINCE OF ONTARIO,
WHILE A STUDENT-AT-LAW.
EXPIRES APRIL 16, 2011.

Biscayne Metals Finance, LLC
c/o H.I.G. Capital, L.L.C.
600 Fifth Avenue, 24th Floor
New York, New York 10020

January 28, 2010

VIA COURIER AND EMAIL

Signature Aluminum Canada Inc.
500 Edward Avenue
Richmond Hill, Ontario
L4C 4Y9
Attn: Parminder Punia

Signature Aluminum Canada Inc.
c/o Arch Acquisition Holdings, Inc.
c/o Shapes/Arch Holdings L.L.C.
9000 River Road
Pennsauken, NJ 08110
Attn: Tim Bell

Re: Demand on Guaranteed Obligations pursuant to General Continuing Security

Dear Ms. Punia and Mr. Bell:

Reference is made to the Amended and Restated Credit Agreement dated May 27th, 2009 (the "**Credit Agreement**") among Biscayne, as arranger and administrative agent, Arch Acquisition Holdings, Inc. ("**Arch**"), Shapes/Arch Holdings L.L.C. ("**Shapes/Arch**"), Shapes L.L.C. ("**Shapes**") and Delair L.L.C. ("**Delair**", together with Arch, Arch Shapes and Shapes, the "**Borrowers**"), as borrowers, 6919464 Canada Inc. ("**691**"), Signature Aluminum Canada Inc. ("**Signature**") and Apolo Tool & Die Manufacturing Inc. ("**Apolo**", together with 691 and Signature, the "**Guarantors**"), as guarantors, pursuant to which a credit facility was made available by Biscayne to the Borrowers in the aggregate principal amount of \$40,000,000. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Credit Agreement.

Reference is also made to the General Continuing Guaranty dated May 27th, 2009 (the "**Guarantee**") delivered by the Guarantors in favour of Biscayne, pursuant to which the Guarantors have jointly and severally guaranteed the obligations of the Borrowers to Biscayne, when due, under the Loan Documents, including, without limitation, the Credit Agreement.

Reference is also made to the Demand Debenture, dated May 27, 2009 (the "**Demand Debenture**"), delivered by Signature to Biscayne in the principal amount of \$50,000,000, pursuant to which Signature has agreed to pay to Biscayne, on demand, the principal amount of \$50,000,000.

Signature's obligations to Biscayne under the Guarantee and the Demand Debenture are secured by the Demand Debenture and by a General Security and Pledge Agreement, dated as of May 27, 2009, granted by, *inter alia*, Signature in favour of Biscayne.

It has come to our attention that Signature is insolvent and has extended the holiday shut-down at its facilities in St. Therese, Quebec and Richmond Hill, Ontario. Signature's insolvency and the shut-down of its facilities creates an unacceptable threat to the value of Biscayne's collateral securing the Obligations advanced under the Credit Agreement, and constitutes a breach of section 6.3(c) of the Credit Agreement. Signature's breach of the Credit Agreement is an immediate Event of Default under section 8.2(b) of the Credit Agreement.

Further, contrary to section 2.2 of the Credit Agreement, Biscayne has not received from the Borrowers any monthly payments on account of the US Term Loan. The Borrowers' non-payment of amounts as and when due under the Credit Agreement constitutes another Event of Default under the Credit Agreement.


As a result of the Events of Default which have not been cured and are continuing, and pursuant to its rights under Article 9 of the Credit Agreement, Biscayne notified the Borrowers by a letter dated January 27, 2010 that it has declared all Obligations under the Loan Documents, including the Credit Agreement, as immediately due and payable. As of the date hereof, the aggregate value of the Obligations due and payable is US\$34,259,574, together with interest, fees, service charges, expenses and other costs (including, without limitation, legal fees and expenses) that have accrued from and after December 31, 2009 and will continue to accrue until such date as payment in full is received by Biscayne (collectively, the "Indebtedness").

Biscayne hereby demands from Signature the immediate payment in full of the Indebtedness pursuant to Signature's obligations under the Guarantee and the Demand Debenture. In connection with this demand, please find attached Biscayne's Notice of Intention to Enforce Security, which is being provided to you pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada).

Without prejudice to and in no way derogating from Biscayne's rights under the Loan Documents, including the Credit Agreement and all security granted thereunder, Biscayne is prepared, on a day-to-day basis and without obligation, to forebear from taking any further actions to collect the Indebtedness, and will continue to make (or arrange) US Advances and Canadian Advances to Arch and the other Borrowers on the terms of the Credit Agreement, provided that (a) Signature commence proceedings in Ontario under the *Companies' Creditors Arrangement Act* (Canada), and (b) Signature execute and perform its obligations under a Plan Support Agreement with Biscayne that is in form and substance acceptable to Biscayne.

Biscayne expressly reserves its rights and remedies with respect to any and all Defaults and Events of Default that may now exist or hereinafter arise under the Credit Agreement, the Guarantee and all other Loan Documents.

Sincerely,


Sean Ozbelt

encl.

- c. Craig Kohler, H.I.G. Bayside Capital
Linc Rogers, Blake, Cassels & Graydon LLP
Jeffrey M. Rosenthal, Greenberg Traurig, LLP
Clifton Prophet, Gowling Lallouf Henderson LLP

Form 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244 of the Bankruptcy and Insolvency Act)

TO: SIGNATURE ALUMINUM CANADA INC. (the "Debtor"),
an insolvent person
500 Edward Avenue
Richmond Hill, Ontario L4C 4Y9

Take notice that:

1. BISCAYNE METALS FINANCE, LLC. ("Biscayne"), secured creditor, intends to enforce its security on insolvent person's property described in Schedule "A" attached hereto.
2. The security that is to be enforced is the following:
 - (a) General Security and Pledge Agreement dated as of May 27, 2009, between the Debtor, 6919464 Canada Inc. ("691"), Apollo Tool & Die Manufacturing Inc. ("Apollo") and Biscayne;
 - (b) Demand Debenture dated May 27, 2009 executed by the Debtor in favour of Biscayne;
 - (c) Deed of Hypothec and Issue of Bonds dated May 27, 2009, between the Debtor and Biscayne;

(collectively, the "Security").

3. The total amount of the indebtedness secured by the Security is US\$34,259,574 as at December 31, 2009, plus interest accrued thereon from such date at the applicable rates, together with all applicable costs and expenses which continue to accrue.
4. Biscayne will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

DATED at Toronto, this 27th day of January, 2010.

BISCAYNE METALS FINANCE, LLC.

per:


Sean Ozbolt

SCHEDULE "A"

COLLATERAL DESCRIPTION

	Security Document	Collateral
(a)	General Security and Pledge Agreement dated as of May 27, 2009, between the Debtor, 691, Apolo and Biscayne	All personal property of the Debtor, wherever located, including Accounts, Books, Chattel Paper, Documents of Title, Equipment and Accessions, Goods, Intangibles, Inventory, Investment Related Property, Negotiable Collateral, Money, Cash Equivalents and all proceeds thereof (each term as defined in the General Security and Pledge Agreement).
(b)	Demand Debenture dated May 27, 2009 executed by the Debtor in favour of Biscayne	All of the Debtor's right, title, estate, interest and benefit, present and future, in, to, under or in respect of all of the undertaking, property and assets of the Debtor, whether situate, from time to time.
(c)	Deed of Hypothec and Issue of Bonds dated May 27, 2009, between the Debtor and Biscayne	The universality of all of the Debtor's movable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situate.

This is Exhibit "F" referred to in the
Affidavit of Parminder Punia
sworn the 28th day of January, 2010



A COMMISSIONER, ETC.

BRUCE SHEINER,
A COMMISSIONER, ETC.,
PROVINCE OF ONTARIO,
WHILE A STUDENT-AT-LAW.
EXPIRES APRIL 16, 2011.

GENERAL CONTINUING GUARANTY

This **GENERAL CONTINUING GUARANTY** (this "Guaranty"), dated as of May 27, 2009, is executed and delivered by 6919464 CANADA INC., a Canadian corporation ("Canadian Parent"), SIGNATURE ALUMINUM CANADA INC., a Canadian corporation ("Signature") and APOLO TOOL & DIE MANUFACTURING INC., a Canadian corporation ("Apolo" and with Signature and Canadian Parent, referred to hereinafter each individually, jointly and severally, as a "Guarantor", and individually and collectively, jointly and severally, as the "Guarantors"), in favor of BISCAYNE METALS FINANCE, LLC, a Delaware limited liability company, as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with their successors and assigns, if any, in such capacity, individually and collectively, the "Agent"), in light of the following:

WHEREAS, Guarantors, ARCH ACQUISITION HOLDINGS, INC., a Delaware corporation ("Parent"), SHAPES/ARCH HOLDINGS L.L.C., a New Jersey limited liability company ("US Parent"), SHAPES L.L.C., a New Jersey limited liability company ("Shapes") and DELAIR L.L.C., a New Jersey limited liability company ("Delair" and with Shapes, Parent and US Parent, referred to hereinafter each individually, jointly and severally, as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the Lenders (as defined below), and Agent are, contemporaneously herewith, entering into that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Credit Agreement");

WHEREAS, each Guarantor is an Affiliate of Borrowers and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lender Group; and

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to extend the loans and other financial accommodations to Borrowers pursuant to the Credit Agreement, and in consideration thereof, and in consideration of any loans or other financial accommodations heretofore or hereafter extended by the below defined Lender Group to Borrowers pursuant to the Loan Documents, Guarantors have agreed to jointly and severally guaranty the Guaranteed Obligations.

NOW, THEREFORE, in consideration of the foregoing, Guarantors hereby jointly and severally agree as follows:

1. **Definitions and Construction.**

(a) **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. The following terms, as used in this Guaranty, shall have the following meanings:

"Agent" has the meaning set forth in the preamble to this Guaranty.

"Borrowers" has the meaning set forth in the recitals to this Guaranty.

"Credit Agreement" has the meaning set forth in the recitals to this Guaranty.

"Guaranteed Obligations" means all of the Obligations now or hereafter existing or arising under any Loan Document, whether for principal, interest (including all interest that accrues after the commencement of any Insolvency Proceeding irrespective of whether a claim therefor is allowed in such case or proceeding), fees, expenses or otherwise, and also includes any and all expenses (including

reasonable counsel fees and expenses) incurred by the Agent, the Lenders or the Issuing Lender (or any of them) in enforcing any rights under this Guaranty. Without limiting the generality of the foregoing, Guaranteed Obligations shall include all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrowers to the Agent, the Lenders or the Issuing Lender under any Loan Document but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, reorganization or similar proceeding involving any Borrowers or any other guarantor.

“Guarantor” and “Guarantors” have the meaning set forth in the preamble to this Guaranty.

“Guaranty” has the meaning set forth in the preamble to this Guaranty.

“Lender Group” means, individually and collectively, each of the Lenders and Agent.

“Lenders” means, individually and collectively, each of the lenders identified on the signature pages to the Credit Agreement, and shall include any other Person made a party to the Credit Agreement in accordance with the provisions thereof (together with their respective successors and assigns).

“Record” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

“Voidable Transfer” has the meaning set forth in Section 9 of this Guaranty.

(b) Construction. Unless the context of this Guaranty clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the part includes the whole, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms in this Guaranty refer to this Guaranty as a whole and not to any particular provision of this Guaranty. Section, subsection, clause, schedule, and exhibit references herein are to this Guaranty unless otherwise specified. Any reference in this Guaranty to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Neither this Guaranty nor any uncertainty or ambiguity herein shall be construed or resolved against the Lender Group or Borrowers, whether under any rule of construction or otherwise. On the contrary, this Guaranty has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of Guarantor and Agent. Any reference herein to the satisfaction or payment in full of the Guaranteed Obligations shall mean the payment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Guaranteed Obligations other than contingent indemnification Guaranteed Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and are not required to be repaid or cash collateralized pursuant to the provisions of the Credit Agreement and the full and final termination of any commitment to extend any financial accommodations under the Credit Agreement and any other Loan Document. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. The captions and headings are for convenience of reference only and shall not affect the construction of this Guaranty.

2. **Guarantied Obligations.** Guarantors hereby jointly, severally, irrevocably and unconditionally guaranty to Agent, for the benefit of the Lender Group and the Bank Product Providers, as and for its own debt, until the final and indefeasible payment in full thereof, in cash, has been made, (a) the due and punctual payment of the Guarantied Obligations, when and as the same shall become due and payable, whether at maturity, pursuant to a mandatory prepayment requirement, by acceleration, or otherwise; it being the intent of Guarantors that the guaranty set forth herein shall be a guaranty of payment and not a guaranty of collection; and (b) the punctual and faithful performance, keeping, observance, and fulfillment by Borrowers of all of the agreements, conditions, covenants, and obligations of Borrowers contained in the Credit Agreement and under each of the other Loan Documents.

3. **Continuing Guaranty.** This Guaranty includes Guarantied Obligations arising under successive transactions continuing, compromising, extending, increasing, modifying, releasing, or renewing the Guarantied Obligations, changing the interest rate, payment terms, or other terms and conditions thereof, or creating new or additional Guarantied Obligations after prior Guarantied Obligations have been satisfied in whole or in part. To the maximum extent permitted by law, Guarantor hereby waives any right to revoke this Guaranty as to future Guarantied Obligations. If such a revocation is effective notwithstanding the foregoing waiver, Guarantors acknowledge and agree that (a) no such revocation shall be effective until written notice thereof has been received by Agent, (b) no such revocation shall apply to any Guarantied Obligations in existence on the date of receipt by Agent of such written notice (including any subsequent continuation, extension, or renewal thereof, or change in the interest rate, payment terms, or other terms and conditions thereof), (c) no such revocation shall apply to any Guarantied Obligations made or created after such date to the extent made or created pursuant to a legally binding commitment of the Lender Group in existence on the date of such revocation, (d) no payment by Guarantors, Borrowers, or from any other source, prior to the date of Agent's receipt of written notice of such revocation shall reduce the maximum obligation of Guarantor hereunder, and (e) any payment by Borrowers or from any source other than Guarantor subsequent to the date of such revocation shall first be applied to that portion of the Guarantied Obligations as to which the revocation is effective and which are not, therefore, guarantied hereunder, and to the extent so applied shall not reduce the maximum obligation of Guarantor hereunder.

4. **Performance Under this Guaranty.** In the event that Borrowers fail to make any payment of any Guarantied Obligations, on or prior to the due date thereof, or if Borrowers shall fail to perform, keep, observe, or fulfill any other obligation referred to in clause (b) of Section 2 of this Guaranty in the manner provided in the Credit Agreement or any other Loan Document, Guarantors immediately shall cause, as applicable, such payment in respect of the Guarantied Obligations to be made or such obligation to be performed, kept, observed, or fulfilled.

5. **Primary Obligations.** This Guaranty is a primary and original obligation of Guarantors, is not merely the creation of a surety relationship, and is an absolute, unconditional, and continuing guaranty of payment and performance which shall remain in full force and effect without respect to future changes in conditions. Each Guarantor hereby agrees that it is directly, jointly and severally with any other guarantor of the Guarantied Obligations, liable to Agent, for the benefit of the Lender Group and the Bank Product Providers, that the obligations of Guarantors hereunder are independent of the obligations of Borrower or any other guarantor, and that a separate action may be brought against any Guarantor, whether such action is brought against Borrower or any other guarantor or whether Borrower or any other guarantor is joined in such action. Each Guarantor hereby agrees that its liability hereunder shall be immediate and shall not be contingent upon the exercise or enforcement by any member of the Lender Group or any Bank Product Provider of whatever remedies they may have against Borrowers or any other guarantor, or the enforcement of any lien or realization upon any security by any member of the Lender Group or any Bank Product Provider. Guarantors hereby agree that any release which may be given by Agent to Borrowers or any other guarantor, or with respect to any property or asset subject to a Lien, shall

not release any Guarantor. Guarantors consent and agree that no member of the Lender Group nor any Bank Product Provider shall be under any obligation to marshal any property or assets of Borrowers or any other guarantor in favor of any Guarantor, or against or in payment of any or all of the Guaranteed Obligations.

6. Waivers.

(a) To the fullest extent permitted by applicable law, each Guarantor hereby waives: (i) notice of acceptance hereof; (ii) notice of any loans or other financial accommodations made or extended under the Credit Agreement, or the creation or existence of any Guaranteed Obligations; (iii) notice of the amount of the Guaranteed Obligations, subject, however, to Guarantor's right to make inquiry of Agent to ascertain the amount of the Guaranteed Obligations at any reasonable time; (iv) notice of any adverse change in the financial condition of Borrowers or of any other fact that might increase any Guarantor's risk hereunder; (v) notice of presentment for payment, demand, protest, and notice thereof as to any instrument among the Loan Documents; (vi) notice of any Default or Event of Default under any of the Loan Documents; and (vii) all other notices (except if such notice is specifically required to be given to Guarantors under this Guaranty or any other Loan Documents to which any Guarantor is a party) and demands to which any Guarantor might otherwise be entitled.

(b) To the fullest extent permitted by applicable law, each Guarantor hereby waives the right by statute or otherwise to require any member of the Lender Group or any Bank Product Provider, to institute suit against any of the Borrowers or any other guarantor or to exhaust any rights and remedies which any member of the Lender Group or any Bank Product Provider, has or may have against any Borrowers or any other guarantor. In this regard, each Guarantor agrees that it is bound to the payment of each and all Guaranteed Obligations, whether now existing or hereafter arising, as fully as if the Guaranteed Obligations were directly owing to Agent, the Lender Group, or the Bank Product Providers, as applicable, by Guarantor. Guarantors further waive any defense arising by reason of any disability or other defense (other than the defense that the Guaranteed Obligations shall have been fully and finally performed and indefeasibly paid in full in cash, to the extent of any such payment) of Borrowers or by reason of the cessation from any cause whatsoever of the liability of Borrowers in respect thereof.

(c) To the fullest extent permitted by applicable law, each Guarantor hereby waives: (i) any right to assert against any member of the Lender Group or any Bank Product Provider, any defense (legal or equitable), set-off, counterclaim, or claim which Guarantor may now or at any time hereafter have against any Borrowers or any other party liable to any member of the Lender Group or any Bank Product Provider; (ii) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor; (iii) any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of Guarantor against Borrowers or other guarantors or sureties; (iv) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to Guarantor's liability hereunder.

(d) Until the Guaranteed Obligations have been paid in full in cash, (i) each Guarantor hereby postpones and agrees not to exercise any right of subrogation Guarantor has or may have as against any Borrowers with respect to the Guaranteed Obligations; (ii) each Guarantor hereby postpones and agrees not to exercise any right to proceed against any Borrowers or any other Person now or

hereafter liable on account of the Obligations for contribution, indemnity, reimbursement, or any other similar rights (irrespective of whether direct or indirect, liquidated or contingent); and (iii) each Guarantor hereby postpones and agrees not to exercise any right it may have to proceed or to seek recourse against or with respect to any property or asset of any Borrowers or any other Person now or hereafter liable on account of the Obligations. Notwithstanding anything to the contrary contained in this Guaranty, Guarantors shall not exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and shall not proceed or seek recourse against or with respect to any property or asset of, any Borrowers or any other guarantor (including after payment in full of the Guaranteed Obligations) if all or any portion of the Obligations have been satisfied in connection with an exercise of remedies in respect of the Stock of Borrower or such other guarantor whether pursuant to the Security Agreement or otherwise.

(e) If any of the Guaranteed Obligations or the obligations of any Guarantor under this Guaranty at any time are secured by a mortgage or deed of trust upon real property, any member of the Lender Group or any Bank Product Provider may elect, in its sole discretion, upon a default with respect to the Guaranteed Obligations or the obligations of Guarantor under this Guaranty, to foreclose such mortgage or deed of trust judicially or nonjudicially in any manner permitted by law, before or after enforcing this Guaranty, without diminishing or affecting the liability of Guarantors hereunder. Each Guarantor understands that (a) by virtue of the operation of antideficiency law applicable to nonjudicial foreclosures, an election by any member of the Lender Group or any Bank Product Provider to nonjudicially foreclose on such a mortgage or deed of trust probably would have the effect of impairing or destroying rights of subrogation, reimbursement, contribution, or indemnity of Guarantors against any Borrowers or other guarantors or sureties, and (b) absent the waiver given by each Guarantor herein, such an election would estop any member of the Lender Group and the Bank Product Providers from enforcing this Guaranty against Guarantor. Understanding the foregoing, and understanding that Guarantors are hereby relinquishing a defense to the enforceability of this Guaranty, each Guarantor hereby waives any right to assert against any member of the Lender Group or any Bank Product Provider any defense to the enforcement of this Guaranty, whether denominated "estoppel" or otherwise, based on or arising from an election by any member of the Lender Group or any Bank Product Provider to nonjudicially foreclose on any such mortgage or deed of trust or as a result of any other exercise of remedies, whether under a mortgage or deed of trust or under any personal property security agreement. Each Guarantor understands that the effect of the foregoing waiver may be that Guarantor may have liability hereunder for amounts with respect to which Guarantor may be left without rights of subrogation, reimbursement, contribution, or indemnity against Borrower or other guarantors or sureties. Guarantor also agrees that the "fair market value" provisions of Section 580a of the California Code of Civil Procedure (and any similar law of New York or any other applicable jurisdiction) shall have no applicability with respect to the determination of Guarantor's liability under this Guaranty.

(f) Without limiting the generality of any other waiver or other provision set forth in this Guaranty, each Guarantor waives all rights and defenses that Guarantor may have if all or part of the Guaranteed Obligations are secured by real property. This means, among other things:

(i) Any member of the Lender Group or any Bank Product Provider may collect from Guarantors without first foreclosing on any real or personal property collateral that may be pledged by any Guarantor, Borrowers, or any other guarantor.

(ii) If any member of the Lender Group or any Bank Product Provider forecloses on any real property collateral that may be pledged by any Guarantor, any Borrower or any other guarantor:

- (1) The amount of the Guaranteed Obligations or any obligations of any guarantor in respect thereof may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.
- (2) Agent may collect from any Guarantor even if any member of the Lender Group or any Bank Product Provider, by foreclosing on the real property collateral, has destroyed any right any Guarantor may have to collect from Borrower or any other Guarantor.

This is an unconditional and irrevocable waiver of any rights and defenses any Guarantor may have if all or part of the Guaranteed Obligations are secured by real property. These rights and defenses are based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure and any similar law of New York or any other jurisdiction.

(g) WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR HEREBY WAIVES, TO THE MAXIMUM EXTENT SUCH WAIVER IS PERMITTED BY LAW, ANY AND ALL BENEFITS OR DEFENSES ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE §§ 2787, 2799, 2808, 2815, 2819, 2820, 2821, 2822, 2838, 2839, 2847, 2848, AND 2855, CALIFORNIA CODE OF CIVIL PROCEDURE §§ 580A, 580B, 580C, 580D, AND 726, AND CHAPTER 2 OF TITLE 14 OF THE CALIFORNIA CIVIL CODE OR ANY SIMILAR LAWS OF NEW YORK OR ANY OTHER APPLICABLE JURISDICTION.

(h) WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR WAIVES ALL RIGHTS AND DEFENSES ARISING OUT OF AN ELECTION OF REMEDIES BY ANY MEMBER OF THE LENDER GROUP OR ANY BANK PRODUCT PROVIDER, EVEN THOUGH SUCH ELECTION OF REMEDIES, SUCH AS A NONJUDICIAL FORECLOSURE WITH RESPECT TO SECURITY FOR THE GUARANTIED OBLIGATIONS, HAS DESTROYED GUARANTOR'S RIGHTS OF SUBROGATION AND REIMBURSEMENT AGAINST BORROWER BY THE OPERATION OF APPLICABLE LAW INCLUDING §580D OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR ANY SIMILAR LAWS OF NEW YORK OR ANY OTHER APPLICABLE JURISDICTION.

(i) Without limiting the generality of any other waiver or other provision set forth in this Guaranty, each Guarantor hereby also agrees to the following waivers:

(i) Agent's right to enforce this Guaranty is absolute and is not contingent upon the genuineness, validity or enforceability of the Guaranteed Obligations or any of the Loan Documents. Each Guarantor waives all benefits and defenses it may have under California Civil Code Section 2810 or any similar laws in New York or any other applicable jurisdiction and agrees that Agent's rights under this Guaranty shall be enforceable even if Borrowers had no liability at the time of execution of the Loan Documents or the Guaranteed Obligations are unenforceable in whole or in part, or Borrowers cease to be liable with respect to all or any portion of the Guaranteed Obligations.

(ii) Guarantor waives all benefits and defenses it may have under California Civil Code Section 2809 or any similar laws in New York any other applicable jurisdiction with respect to its obligations under this Guaranty and agrees that Agent's rights under the Loan Documents will remain enforceable even if the amount guaranteed hereunder is larger in amount and more burdensome than that for which Borrowers are responsible. The enforceability of this Guaranty against Guarantors shall continue until all sums due under the Loan Documents have been paid in full and shall not be limited or

affected in any way by any impairment or any diminution or loss of value of any security or collateral for Borrowers' obligations under the Loan Documents, from whatever cause, the failure of any security interest in any such security or collateral or any disability or other defense of Borrowers, any other guarantor of Borrowers' obligations under any other Loan Document, any pledgor of collateral for any person's obligations to Agent or any other person in connection with the Loan Documents.

(iii) Each Guarantor waives all benefits and defenses it may have under California Civil Code §§ 2845, 2849 and 2850 or any similar laws of New York or any other applicable jurisdiction with respect to its obligations under this Guaranty, including the right to require Agent to (A) proceed against Borrowers, any guarantor of Borrowers' obligations under any Loan Document, any other pledgor of collateral for any person's obligations to Agent or any other person in connection with the Guaranteed Obligations, (B) proceed against or exhaust any other security or collateral Agent may hold, or (C) pursue any other right or remedy for Guarantors' benefit, and agrees that Agent may exercise its right under this Guaranty without taking any action against Borrowers, any other guarantor of Borrowers' obligations under the Loan Documents, any pledgor of collateral for any person's obligations to Agent or any other person in connection with the Guaranteed Obligations, and without proceeding against or exhausting any security or collateral Agent holds.

(iv) The paragraphs in this Section 6 which refer to certain sections of the California Civil Code are included in this Guaranty solely out of an abundance of caution and shall not be construed to mean that any of the above-referenced provisions of California law are in any way applicable to this Guaranty.

7. **Releases.** Guarantors consent and agree that, without notice to or by any Guarantor and without affecting or impairing the obligations of any Guarantor hereunder, any member of the Lender Group or any Bank Product Provider may, by action or inaction, compromise or settle, shorten or extend the Maturity Date or any other period of duration or the time for the payment of the Obligations, or discharge the performance of the Obligations, or may refuse to enforce the Obligations, or otherwise elect not to enforce the Obligations, or may, by action or inaction, release all or any one or more parties to, any one or more of the terms and provisions of the Credit Agreement or any of the other Loan Documents or may grant other indulgences to Borrowers or any other guarantor in respect thereof, or may amend or modify in any manner and at any time (or from time to time) any one or more of the Obligations, the Credit Agreement or any other Loan Document (including any increase or decrease in the principal amount of any Obligations or the interest, fees or other amounts that may accrue from time to time in respect thereof), or may, by action or inaction, release or substitute the Borrowers or any guarantor, if any, of the Guaranteed Obligations, or may enforce, exchange, release, or waive, by action or inaction, any security for the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations, or any portion thereof.

8. **No Election.** The Lender Group and the Bank Product Providers shall have the right to seek recourse against Guarantors to the fullest extent provided for herein and no election by any member of the Lender Group or any Bank Product Provider to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a waiver of the Lender Group's or any Bank Product Provider's right to proceed in any other form of action or proceeding or against other parties unless Agent, on behalf of the Lender Group or the Bank Product Providers, has expressly waived such right in writing. Specifically, but without limiting the generality of the foregoing, no action or proceeding by the Lender Group or the Bank Product Providers under any document or instrument evidencing the Guaranteed Obligations shall serve to diminish the liability of Guarantors under this Guaranty except to the extent that the Lender Group and the Bank Product Providers finally and unconditionally shall have realized indefeasible payment in full of the Guaranteed Obligations by such action or proceeding.

9. **Revival and Reinstatement.** If the incurrence or payment of the Guaranteed Obligations or the obligations of Guarantors under this Guaranty by any Guarantor or the transfer by any Guarantor to Agent of any property of Guarantor should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if the Lender Group is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that the Lender Group is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys fees of the Lender Group related thereto, the liability of Guarantors automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

10. **Financial Condition of Borrowers.** Each Guarantor represents and warrants to the Lender Group and the Bank Product Providers that it is currently informed of the financial condition of Borrowers and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Guaranteed Obligations. Each Guarantor further represents and warrants to the Lender Group and the Bank Product Providers that it has read and understands the terms and conditions of the Credit Agreement and each other Loan Document. Each Guarantor hereby covenants that it will continue to keep itself informed of Borrowers' financial condition, the financial condition of other guarantors, if any, and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Guaranteed Obligations.

11. **Payments; Application.** All payments to be made hereunder by Guarantors shall be made in Dollars, in immediately available funds, and without deduction (whether for taxes or otherwise) or offset and shall be applied to the Guaranteed Obligations in accordance with the terms of the Credit Agreement.

12. **Attorneys Fees and Costs.** Guarantors agree to pay, on demand, all attorneys fees and all other costs and expenses which may be incurred by Agent or the Lender Group in connection with the enforcement of this Guaranty or in any way arising out of, or consequential to, the protection, assertion, or enforcement of the Guaranteed Obligations (or any security therefor), irrespective of whether suit is brought.

13. **Notices.** All notices and other communications hereunder to Agent shall be in writing and shall be mailed, sent, or delivered in accordance Section 11 of the Credit Agreement. All notices and other communications hereunder to Guarantors shall be in writing and shall be mailed, sent, or delivered in care of Administrative Borrower in accordance with Section 11 of the Credit Agreement.

14. **Cumulative Remedies.** No remedy under this Guaranty, under the Credit Agreement, or any other Loan Document is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and in addition to any and every other remedy given under this Guaranty, under the Credit Agreement, or any other Loan Document, and those provided by law. No delay or omission by the Lender Group or Agent on behalf thereof to exercise any right under this Guaranty shall impair any such right nor be construed to be a waiver thereof. No failure on the part of the Lender Group or Agent on behalf thereof to exercise, and no delay in exercising, any right under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Guaranty preclude any other or further exercise thereof or the exercise of any other right.

15. **Severability of Provisions.** Each provision of this Guaranty shall be severable from every other provision of this Guaranty for the purpose of determining the legal enforceability of any specific provision.

16. **Entire Agreement; Amendments.** This Guaranty constitutes the entire agreement between parties pertaining to the subject matter contained herein. This Guaranty may not be altered, amended, or modified, nor may any provision hereof be waived or noncompliance therewith consented to, except by means of a writing executed by Guarantors and Agent, on behalf of the Lender Group. Any such alteration, amendment, modification, waiver, or consent shall be effective only to the extent specified therein and for the specific purpose for which given. No course of dealing and no delay or waiver of any right or default under this Guaranty shall be deemed a waiver of any other, similar or dissimilar, right or default or otherwise prejudice the rights and remedies hereunder.

17. **Successors and Assigns.** This Guaranty shall be binding upon each Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Lender Group and the Bank Product Providers; provided, however, each Guarantor shall not assign this Guaranty or delegate any of its duties hereunder without Agent's prior written consent and any unconsented to assignment shall be absolutely null and void. In the event of any assignment, participation, or other transfer of rights by the Lender Group or the Bank Product Providers, the rights and benefits herein conferred upon the Lender Group and the Bank Product Providers shall automatically extend to and be vested in such assignee or other transferee.

18. **No Third Party Beneficiary.** This Guaranty is solely for the benefit of each member of the Lender Group, each Bank Product Provider, and each of their successors and assigns and may not be relied on by any other Person.

19. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.**

THE VALIDITY OF THIS GUARANTY, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS GUARANTY SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTIES OF THE CITY OF NEW YORK, STATE OF NEW YORK, PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GUARANTOR AND EACH MEMBER OF THE LENDER GROUP WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 19.

EACH GUARANTOR AND EACH MEMBER OF THE LENDER GROUP HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS GUARANTY OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH GUARANTOR AND EACH MEMBER OF THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH

KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS SECTION MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

20. **Counterparts: Telefacsimile Execution.** This Guaranty may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Guaranty. Delivery of an executed counterpart of this Guaranty by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Guaranty. Any party delivering an executed counterpart of this Guaranty by telefacsimile also shall deliver an original executed counterpart of this Guaranty but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Guaranty.

21. **Agreement to be Bound.** Each Guarantor hereby agrees to be bound by each and all of the terms and provisions of the Credit Agreement applicable to Guarantor. Without limiting the generality of the foregoing, by its execution and delivery of this Guaranty, each Guarantor hereby: (a) makes to the Lender Group each of the representations and warranties set forth in the Credit Agreement applicable to Guarantor fully as though Guarantor were a party thereto, and such representations and warranties are incorporated herein by this reference, *mutatis mutandis*; and (b) agrees and covenants (i) to do each of the things set forth in the Credit Agreement that Borrower agrees and covenants to cause Guarantor to do, and (ii) to not do each of the things set forth in the Credit Agreement that Borrower agrees and covenants to cause Guarantor not to do, in each case, fully as though Guarantor was a party thereto, and such agreements and covenants are incorporated herein by this reference, *mutatis mutandis*.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Guaranty as of the date first written above.

6919464 CANADA INC., a Canadian corporation

By: P. Punia
Name: P. Punia
Title: Controller

SIGNATURE ALUMINUM CANADA INC., a Canadian corporation

By: P. Punia
Name: P. Punia
Title: Controller

APOLO TOOL & DIE MANUFACTURING INC., a Canadian corporation

By: P. Punia
Name: P. Punia
Title: Controller

This is Exhibit "G" referred to in the
Affidavit of Parminder Punia
sworn the 28th day of January, 2010


A COMMISSIONER, ETC.

BRUCE SHEINER.
A COMMISSIONER, ETC..
PROVINCE OF ONTARIO.
WHILE A STUDENT-AT-LAW.
EXPIRES APRIL 16, 2011

SIGNATURE ALUMINUM CANADA INC.
SEARCH OVERVIEW

A. CORPORATE SEARCHES

Signature Aluminum Canada Inc.

Incorporated Federally January 22, 1998 as Bon L. Canada Inc.
Amalgamated June 11, 1999 with Exal Aluminum Inc. to continue as Bon L. Canada Inc.
Name change February 13, 2008 to Signature Aluminum Canada Inc.

Registered Office: 500 Edward Avenue, Richmond Hill, Ontario L4C 4Y9

Directors: David Kruse Officers: Names and titles of officers not available for Federal corporations

Exal Aluminum Inc.

Incorporated September 9, 1994 as Exal Aluminum Inc.

B. SECURITY SEARCHES

PPSA means Personal Property Security Act

Bankruptcy means Bankruptcy and Insolvency Act; SIC means Superintendent of Bankruptcy (national search) and SJJ means Superior Court of Justice (to cover Courts of Justice) in local region.

Name	Security Searches				
	PPSA	Bank Act	Bankruptcy ¹	Execution Act	Bulk Sales Act
Signature Aluminum Canada Inc.	See Exhibit 1	Clear - April 22/09	S/C: Clear - April 16/09 S/B: Clear - April 20/09 S/J - York: Clear - April 15/09 S/J - Peel: Clear - April 15/09 S/J - Durham: Clear - April 15/09	Toronto: Clear - April 23/09 York: Clear - April 23/09 Peel: Clear - April 23/09 Durham: Clear - April 23/09	Toronto: Clear - April 16/09 York: Clear - April 15/09 Peel: Clear - April 15/09 Durham: Clear - April 15/09
Bon L. Canada Inc.	See Exhibit 1	Clear - March 23/09	S/C: Clear - March 17/09 S/B: Clear - March 19/09 S/J - York: See Exhibit 2 S/J - Peel: See Exhibit 2 S/J - Durham: Clear - March 17/09	Toronto: Clear - March 24/09 York: Clear - March 24/09 Peel: Clear - March 24/09 Durham: Clear - March 24/09	Toronto: Clear - March 17/09 York: Clear - March 17/09 Peel: Clear - March 17/09 Durham: Clear - March 17/09

¹ Searches conducted in Ontario to identify bankruptcy or bulk sales filings or other proceedings related to bankruptcy or insolvency (including proceedings under the Companies' Creditors Arrangement Act) in respect of a searched name may not necessarily disclose all such filings or proceedings. Accordingly, the results of the searches we have conducted to identify such filings or proceedings in respect of a searched name may not be accurate nor complete.
Prepared for: Katherine McEachern by Mandi Reijnen

Security Searches					
Ontario					
Name	PPSA	Bank Act	Bankruptcy ¹	Execution Act	Bulk Sales Act
Exal Aluminum Inc.	Clear - March 23/09	Clear - March 23/09	S/C: Clear - March 17/09 S/B: Clear - March 19/09 S/J - York: Clear - March 17/09 S/J - Peel: Clear - March 17/09 S/J - Durham: Clear - March 17/09	Toronto: Clear - March 24/09 York: Clear - March 24/09 Peel: Clear - March 24/09 Durham: Clear - March 24/09	Toronto: Clear - March 17/09 York: Clear - March 17/09 Peel: Clear - March 17/09 Durham: Clear - March 17/09

Note: The Quebec search report follows at the end of the Ontario summary.

EXHIBIT 1

Personal Property Security Act (Ontario)

C means Consumer Goods, I means Inventory, E means Equipment, A means Accounts, O means Other, M means Motor Vehicle included
 Collateral Description intends to be an abridgement; see search printout for full collateral description (including serial numbers and licensed collateral)
 VIN means one or more specific motor vehicles have been set out in the Motor Vehicle Section - see search printout for vehicle identification numbers
 Other Comments intends to capture amendments, partial discharges, etc.
 The first eight digits of the Registration Number denote the year, month and day of registration

SIGNATURE ALUMINUM CANADA INC. - current to January 19, 2010

Secured Party	File Number	Registration Number	Collateral Classification							Collateral Description	VIN	Registration Period	Debtor	Other Comments
			C	I	E	A	O	M	X					
1. Shapes L.L.C.	659060524	20081208 0802 1862 1442		X	X	X	X	X	X		5 years	Signature Aluminum Canada Inc.		
2. RoyNai Inc.	656861987	20081008 1752 1901 0201			X			X		Photocopiers) together with all attachments, accessories, substitutions, additions and improvements thereto and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral	7 years	Signature Aluminum Canada Inc.		
3. Biscayne Metals Finance, LLC	653570802	20090521 0802 1862 7292		X	X	X	X	X	X		8 years	Signature Aluminum Canada Inc.		

Secured Party	File Number	Registration Number	Collateral Classification							Collateral Description	VIN	Registration Period	Debtor	Other Comments
			C	I	E	A	O	M						
4. Wells Fargo Financial Corporation Canada, as Canadian Agent - to - Biscayne Metals Finance, LLC	652802849	i) 20090417 1409 1660 4632		X	X	X	X	X			8 years	6919464 Canada Inc. - and - Signature Aluminum Canada Inc.		
		ii) 20090417 1423 1590 4634												
		iii) 20090512 1654 1662 8857												Correction of postal code of Secured Party Assignment by Secured Party
5. Jim Pattison Industries Ltd.	652813524	20090417 1702 1462 1468			X			X		X	4 years	Signature Aluminum Canada Inc.	No Fixed Maturity Date	
6. Liftcapital Corporation	851614769	20090218 1447 1530 5960			X			X			5 years	Signature Aluminum Canada Inc.		
7. Jim Pattison Industrie Ltd.	648032931	20080826 1710 1462 5227			X					X	4 years	Signature Aluminum Canada Inc.	No Fixed Maturity Date	

Secured Party	File Number	Registration Number	Collateral Classification							Collateral Description	VIN	Registration Period	Debtor	Other Comments
			C	I	E	A	O	M						
8. Jim Pattison Industries Ltd.	647116506	20080722 1406 1462 7740			X					X	4 years	Signature Aluminum Canada Inc.	Amount: \$31512 No Fixed Maturity Date	
9. Jim Pattison Industries Ltd.	647116515	20080722 1406 1462 7741			X					X	3 years	Signature Aluminum Canada Inc.	Amount: \$31497 No Fixed Maturity Date	
10. Jim Pattison Industries Ltd.	647116524	20080722 1406 1462 7742			X					X	3 years	Signature Aluminum Canada Inc.	Amount: \$27675 No Fixed Maturity Date	
11. Jim Pattison Industries Ltd.	646060887	20080613 1000 1462 9373			X					X	4 years	Signature Aluminum Canada Inc.	Amount: \$25263 No Fixed Maturity Date	
12. Jim Pattison Industries Ltd.	645963201	20080610 1702 1462 8774			X					X	4 years	Signature Aluminum Canada Inc.	Amount: \$24070 No Fixed Maturity Date	
13. 6819464 Canada Inc.	64347553B	i) 20080319 1327 1862 7031 ii) 20090424 1028 1590 4984		X	X	X	X	X	X		5 years	Signature Aluminum Canada Inc.	Subordination – the security interest perfected by registration number 20080319 1327 1862 7031 (bearing reference file number 64347553B) is subordinated in favour of the security interest perfected by the registration filed by Wells Fargo Financial Corporation Canada, as Canadian Agent, as registration number 20090417 1406 1590 4632 (bearing reference file number 65280294B)	

Secured Party	File Number	Registration Number	Collateral Classification							Collateral Description	VIN	Registration Period	Debtor	Other Comments
			C	I	E	A	O	M						
		ii) 20090526 1109 1862 7628											Subordination - the security interest perfected by registration number 20080319 1327 1062 7031 (bearing reference file number 643475538) is subordinated in favour of the security interest perfected by the registration filed by Biscayne Metals Finance, LLC as registration number 20090521 0002 1862 7292 (bearing reference file number 653570802)	
14. Xerox Canada Ltd	643423077	20080317 1702 1462 9862			X			X			4 years	Signature Aluminum Canada Inc.	No Fixed Maturity Date	
15. H.I.G. Capital Partners II, L.P.	642657195	i) 20080212 1109 1862 4707 ii) 20080317 1340 1862 8618		X	X		X	X			5 years	Ben L. Canada Inc. Signature Aluminum Canada Inc.	Change name of Debtor Assignment by Secured Party	
- to - H.I.G. Bayside Debt & LBO Fund II, L.P.		iii) 20081104 1418 1862 2704												

Secured Party	File Number	Registration Number	Collateral Classification							Collateral Description	VIN	Registration Period	Debtor	Other Comments
			C	I	E	A	O	M						
		iv) 20080424 1027 1590 4862												Subordination – the security interest perfected by registration number 20080212 1109 0862 4707 (bearing reference file number 642657195) is subordinated in favour of the security interest perfected by the registration filed by Wells Fargo Financial Corporation Canada, as Canadian Agent, as registration number 20090417 1408 1590 4832 (bearing reference file number 652802349)
		v) 20090526 1108 1862 7830												Subordination – the security interest perfected by registration number 20080212 1109 0862 4707 (bearing reference file number 642657195) is subordinated in favour of the security interest perfected by the registration filed by Bliscayne Metals Finance, LLC as registration number 20090521 0802 1862 7292 (bearing reference file number 653570802)
16. H.I.G. Investment Group III, L.P.	642657339	i) 20080212 1113 1862 4711 ii) 20080317 1340 1862 6847 iii) 20081104 1410 1862 2785		X	X	X	X	X	X		5 years	Bon L Canada Inc. Signature Aluminium Canada Inc.	Change name of Debtor Assignment by Secured Party	

Secured Party	File Number	Registration Number	Collateral Classification						Collateral Description	VIN	Registration Period	Debtor	Other Comments
			C	I	E	A	O	M					
		iv) 20090424 1028 1590 4861										Subordination – the security interest perfected by registration number 20080212 1113 1862 4711 (bearing reference file number 642657339) is subordinated in favour of the security interest perfected by the registration filed by Wells Fargo Financial Corporation Canada, as Canadian Agent, as registration number 20090417 1408 1590 4632 (bearing reference file number 652802949)	
		v) 20080526 1108 1862 7631										Subordination – the security interest perfected by registration number 20080212 1113 1862 4711 (bearing reference file number 642657339) is subordinated in favour of the security interest perfected by the registration filed by Biscayne Metals Finance, LLC as registration number 20090521 0802 1862 7292 (bearing reference file number 653570902)	
17. 6918464 Canada Inc.	642657411	i) 20060212 1116 1862 4714 ii) 20060317 1340 1862 6046		X	X	X	X	X		5 years	Bon L. Canada Inc. Signature Aluminum Canada Inc.	Change name of Debtor	

Secured Party	File Number	Registration Number	Collateral Classification							Collateral Description	VIN	Registration Period	Debtor	Other Comments
			C	I	E	A	O	M						
		iii) 20090424 1027 1590 4963												Subordination – the security interest perfected by registration number 20090212 1116 1862 4714 (bearing reference file number 642657411) is subordinated in favour of the security interest perfected by the registration filed by Wells Fargo Financial Corporation Canada, as Canadian Agent, as registration number 20090417 1408 1590 4632 (bearing reference file number 652802949)
		iv) 20090526 1107 1862 7632												Subordination – the security interest perfected by registration number 20090212 1116 1862 4714 (bearing reference file number 642657411) is subordinated in favour of the security interest perfected by the registration filed by Blacayne Metals Finance, LLC as registration number 20090521 0802 1862 7292 (bearing reference file number 653570802)

Secured Party	File Number	Registration Number	Collateral Classification					Collateral Description	VIN	Registration Period	Debtor	Other Comments
			C	I	E	A	O					
18. Noble Americas Corp.	642035106	i) 20080115 1622 1862 2677	X				X			5 years	Bon L Canada Inc.	
		ii) 20080304 1025 1862 5668									Signature Aluminum Canada Inc.	Change name of Debtor

BON L CANADA INC. - current to January 19, 2010
(in addition to the registrations above)

Secured Party	File Number	Registration Number	Collateral Classification					Collateral Description	VIN	Registration Period	Debtor	Other Comments
			C	I	E	A	O					
1. Jim Pattison Industries Ltd.	637356717	20070717 1701 1462 8489		X					X	4 years	Bon L. [sic] Canada Inc.	Amount: \$31712 No Fixed Maturity Date
2. Xerox Canada Ltd	608981066	i) 20041021 1403 1462 6660 ii) 20070723 1411 1462 0662		X						4 years 3 years	Bon L Canada Inc.	Renewal

EXHIBIT 2

*Bankruptcy and Insolvency Act*² (Bon L Canada Inc. current to March 17, 2009)

York

Robert Fleming vs. Clarica Life and Bon L Canada Inc.
File Number – 54559/03

John Finnie vs. Bon L Canada Inc.
File Number – 69439/03

Peel

Ava Hillier vs. Bon L Canada Inc. and Home Hardware Stores
File Number – CV-07-4096-00

Richard Caldwell, Michelle Simpson vs. Bon L Canada Inc.
File Number – 02-BN-2980

² These actions may or may not be actual Bankruptcy matters and could relate to other types of litigation. Copies of the actions can be obtained to clarify these details.



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trade-mark Agents
600 de Maisonneuve Boulevard West
Suite 2200
Montréal QC H3A 3J2 Canada
Tel: 514-982-4000 Fax: 514-982-4099

MEMORANDUM

Reference: 00071157/000011

Date: January 20, 2010

To: Marti Roininen
Blakes Toronto

From: Stella Pantazopoulos
Law Clerk, Blakes Montreal

Re: Québec Security Search Report
Signature Aluminum Canada Inc. et al

SEARCH REPORT

We have conducted the searches hereinafter described under the following names:

SIGNATURE ALUMINUM CANADA INC.

(hereinafter collectively referred to as the “**Current Name**”)

BON L CANADA INC.

EXAL ALUMINUM INC.

(hereinafter collectively referred to as the “**Former Names**”)

(the Current Names and the Former Names hereinafter collectively referred to as the “**Searched Names**”)

We have relied on your instructions and have not conducted any corporate searches as to the accuracy of the description of the Searched Names. We have not made any other investigation as to the accuracy of the Searched Names, any French or English version thereof, any trade or business-style names, or as to any prior versions of the Searched Names.

12354891.2

**REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS:**

We have electronically consulted non-certified statements of rights in the Register of Personal and Movable Real Rights (the "Movable Register") in respect of the Searched Names covering the period from January 1, 1994 (being the date upon which the Movable Register commenced to record rights) to January 20, 2010 at 10:29 a.m., which statements reveal the entries summarized in Schedule "A" hereto.

The registrations described in Schedule "A" are only a summary of the registrations and the statements of rights consulted should be referred to for a complete description of the registrations and charged property. A copy of the said statements of rights is available upon your instructions.

Please note that the statements of rights of the Movable Register we consulted are not certified and do not disclose rights that may have been presented for registration but have not yet been indexed, rights that are not required to be registered or for which the delay to register has not yet expired (such as prior claims, pledges or movable hypothecs with delivery, rights in respect of taxes and security on movable property not subject to registration under the *Civil Code of Lower Canada*, movable hypothecs on claims, or property represented by a bill of lading or other negotiable instruments whereby the creditor has given value but has not registered its hypothec within ten days of giving the value, or movable hypothecs granted in favour of a vendor of movable property acquired by the Searched Names since January 1, 1994), nor any rights registered or filed under the names of parties other than the Searched Names.

Please note that we have not made verifications or searches against the name of any holder, lessor or seller or their assigns (each individually herein referred to as a "Beneficiary") under any of the registrations summarized in Schedule "A" to determine if there was any entry in the Movable Register indicating that such Beneficiary has hypothecated, assigned or otherwise transferred any claims or other rights which are the subject matter of the said registrations. If any such Beneficiary granted or grants a hypothec, assignment or transfer in favour of a third party that, in the sole discretion of the Registrar of the Movable Register, could affect such claims or other rights, then the consent of such third party may be necessary (in some cases in addition to the consent of such Beneficiary) to obtain a discharge or reduction of the hypothecs, leases or instalment sales contracts covered by the said registrations in a form that can be registered in the Movable Register. Therefore, if you intend to rely on the present memorandum for the purposes of obtaining such discharge or reduction, additional searches should be conducted in the Movable Register.

The rights under a lease covering only road vehicles described under the heading "Véhicule routier" of the appropriate form as well as the transfer of such rights registered since April 10, 2000, are published only under the name of the lessee and under the identification number of the vehicles.



GENERAL COMMENTS:

The information from our searches was obtained through public office records and the searches were conducted by registry employees and/or by using computer systems and we do not warrant the accuracy of the data generated by the computer systems or received from registry employees.

This research memorandum reports only on the results of the searches carried out by us and does not constitute an opinion with respect to title to property or the validity of any registration nor with respect to the rank of any charges and security mentioned herein.

Please note that we did not conduct searches in the registers that were closed at the time of the coming into force of the *Civil Code of Québec*. As a general rule, in the event of failure to renew the publication of security (pursuant to the provisions of *An act respecting the implementation of the reform of the Civil Code*), the rights preserved by the original registration have no effect in respect of other creditors or subsequent purchasers in good faith (whose rights have been regularly published) since April 1, 1995. A search of these closed records could reveal the sale or assignment of movable assets by any of the Searched Names that, if they were absolute as opposed to by way of security, would be opposable to creditors of the Searched Names and subsequent purchasers of these movable assets from the Searched Names.

If you need further information, please do not hesitate to contact us.



SCHEDULE "A"

REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

SIGNATURE ALUMINUM CANADA INC.

1.

RIGHTS OF OWNERSHIP OF THE LESSOR (LEASING)

Lessor (Leasing):	Liftcapital Corporation
Lessee (Leasing):	Signature Aluminum Canada Inc.
Amount:	N/A
Registration Number:	08-0435824-0001
Registration Date:	July 25, 2008
Expiration Date:	December 31, 2013
Constitutive Document Date:	July 25, 2008
Description of Property (summary):	(1) New Toyota lift truck 8FGCU32 Serial number: 10657

2.

CONVENTIONAL HYPOTHEC WITHOUT DELIVERY

Holder:	H.I.G. Bayside Debt & LBO Fund II, L.P., represented by H.I.G. Bayside Advisors II, LLC in its capacity as general partner, itself represented by its manager H.I.G.-GPII, Inc.
Grantor:	Signature Aluminum Canada Inc.
Amount:	\$5,400,000 (including an additional hypothec of \$900,000) plus interest at the rate of 25% per annum
Registration Number:	09-0226621-0001
Registration Date:	April 24, 2009
Expiration Date:	April 23, 2019
Constitutive Document Date:	April 24, 2009
Description of property (summary):	<p>1. The following immovable and movable property (collectively, the "Hypothecated Property").</p> <p>1.1.1 Immovable Property</p> <p>The universality of all present and future immovable properties of the Grantor and all rights, title and interest of the Grantor in any immovable property, including the immovable property hereinafter described, and all constructions and works of a permanent nature located or to be erected on such immovable properties and forming an integral part of such immovable properties, all movables incorporated with such immovable properties that lose their individuality and ensure the utility of such immovable properties and</p>

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<p>all movables which are permanently physically attached or joined to such immovable properties without losing their individuality and without being incorporated with such immovable properties (collectively, the "Property");</p>	
<p>CADASTRAL DESCRIPTION</p> <p>An emplacement known and designated as lot number THREE MILLION SIX THOUSAND SIX HUNDRED NINETY-SEVEN (3 006 697) of the Cadastre of Quebec, Registration Division of Terrebonne.</p> <p>As well as all present and future buildings and improvements erected thereon or made thereto, appurtenances and accessories thereto, property forming an integral part thereof and property united thereto by accession.</p>	
<p>1.1.2 Deposited Funds</p> <p>All sums received by the Holder from the Grantor or from an insurer, guarantor, or other person hereunder in relation to the Indebtedness, whether accumulated for a purpose as provided in the Deed or otherwise and all proceeds, interest earned on such amounts and all securities and investments thereof.</p>	
<p>1.1.3 Movable Property</p> <p>The universality of movable property employed for the construction, development, use and operation of the Property and located thereon, both present and future, corporeal and incorporeal, together with all substitutions, replacements, amendments thereto and proceeds thereof (collectively, the "Movable Property").</p>	
<p>1.1.4 Rents</p> <p>The universality of all present and future leases, offers to lease, agreements to lease, concessions and other rights to occupy premises in the Property and all sums due or to become due thereunder and all security deposits, guarantees, and letters of credit related thereto (the "Rents").</p>	
<p>1.1.5 Insurance Proceeds</p> <p>The universality of all present and future indemnities from time to time due or payable to the Grantor under insurance contracts with respect to the Hypothecated Property (the "Insurance Proceeds").</p>	
<p>1.1.6 Rights of Action</p> <p>The Grantor's rights under all contracts and permits relating to the Hypothecated Property.</p>	
<p>1.1.7 Fruits and Revenues</p> <p>All fruits and revenues emanating from the Hypothecated Property.</p>	
<p>1.1.8 Replacement Property</p> <p>Any and all Hypothecated Property which is acquired or transformed after the date of the Deed shall be charged by the hypothecs created in the Deed, (i) whether or not such property has been acquired in replacement of other Hypothecated Property which may have been alienated by the Grantor in the ordinary course of business, (ii) whether or not such property results from a transformation, mixture or combination of any Hypothecated Property, and without the Holder being required to register or re-register any notice whatsoever, the property hypothecated under the Deed being a universality of present and future property.</p> <p><i>All other capitalized terms are defined in said registration.</i></p>	
<p>Comments:</p>	
<p>The Holder authorizes the Grantor to collect the claims forming part of the Hypothecated Property, when due and not in advance, until such time as it withdraws this authorization.</p>	

3.

CONVENTIONAL HYPOTHEC WITHOUT DELIVERY

Holder:	Biscayne Metals Finance, LLC
Grantor:	Signature Aluminum Canada Inc.
Amount:	\$80,000,000 plus an additional amount of \$16,000,000, the whole with interest at the rate of 25% per annum
Registration Number:	09-0305970-0001
Registration Date:	May 27, 2009
Expiration Date:	May 26, 2019
Constitutive Document Date:	May 27, 2009
Description of property (summary):	<p>The universality of all of its movable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situate, the whole including, without limitation, the following universalities of present and future property of the Grantor:</p> <ul style="list-style-type: none"> (a) Inventory; (b) Claims, Book Debts and Other Movable Property; (c) Securities; (d) Equipment and Other Property; (e) Intellectual Property Rights; (f) Permits; (g) Fruits and Revenues; (h) Books and Records and Other Documents; (i) Replacement Property <p><i>All capitalized terms are defined in said registration.</i></p>
Comments:	
The hypothec is granted to secure payment of bonds or other titles of indebtedness.	

BON L CANADA INC

4.

ASSIGNMENT OF A UNIVERSALITY OF CLAIMS

Assignor:	Société Canadienne de Métaux Reynolds, Ltée Canadian Reynolds Metals Company, Ltd.
Assignee:	Bon L Canada Inc.
Amount:	N/A



Registration Number:	98-0013755-0001
Registration Date:	February 9, 1998
Expiration Date:	N/A
Constitutive Document Date:	February 6, 1998
Description of property (summary):	All of those accounts receivable arising from the sale or lease of goods and services in the ordinary course of the Assignors' aluminum extrusion and fabrication business located in Richmond Hill, Ontario and Ste-Thérèse, Québec.

5.

RIGHTS UNDER A LEASE

Lessor:	Jim Pattison Industries Ltd.
Lessee:	Bon L. Canada Inc.
Amount:	N/A
Registration Number:	07-0366067-0009
Registration Date:	June 27, 2007
Expiration Date:	June 25, 2011
Constitutive Document Date:	N/A
Description of Property (summary):	Road vehicle: 2007 Dodge Caravan (VIN# 1D4GP24RX7B211061)
Comments:	Amount secured: \$27,575.00 Ref: # 806288

6.

RIGHTS UNDER A LEASE

Lessor:	Jim Pattison Industries Ltd.
Lessee:	Bon L. Canada Inc.
Amount:	N/A
Registration Number:	07-0387271-0001
Registration Date:	July 6, 2007
Expiration Date:	July 5, 2011
Constitutive Document Date:	N/A
Description of Property (summary):	Road vehicle: 2007 Ford Edge (VIN# 2FMDK38C07BA98110)
Comments:	Amount secured: \$31,747.00

	Ref: # 806358
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7.

RIGHTS UNDER A LEASE

Lessor:	Xerox Canada Ltd.
Lessee:	Bon L Canada Inc
Amount:	N/A
Registration Number:	07-0535419-0005
Registration Date:	September 18, 2007
Expiration Date:	September 17, 2013
Constitutive Document Date:	N/A
Description of Property (summary):	Equipment, other and all present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.
Comments:	
Customer: # 957291669	
Modification of a published right registered on October 30, 2009 under number 09-0679150-0004 to amend the Lessee's name for "Signature Aluminium Canada Inc."	

8.

RIGHTS OF OWNERSHIP OF THE LESSOR (LEASING)

Lessor (Leasing):	Irwin Commercial Finance Canada Corporation
Lessee (Leasing):	Bon L Canada Inc
Amount:	N/A
Registration Number:	08-0210361-0003
Registration Date:	April 17, 2008
Expiration Date:	April 15, 2015
Constitutive Document Date:	April 15, 2008
Description of Property (summary):	1 - Phone System Na Bcm 4.0 On Bcm400-Digital Trunk With Vm40, 1 - Ee-Dtm-Digital Trunk Mbm 1 - Global 4x16 Trunk Media Bay Module, 2 - Bcm Dsm 32-32 Digital Station Mbm 1 - Na Bcm 4.0 Bcm400 Base System, 1 - Bcm Voice Messaging 8 Seat, 1 - Bcm Voice Messaging 32 Seat 1 - Bcm Ip Telephony Client 8 Seat, 1 - Bcm Voice Messaging 16 Seat, together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment

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or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral	
Comments:	
Correction of a registration registered on April 18, 2008 under number 08-0213698-0001, whereby the Lessee (Leasing) should have been "Signature Aluminium Canada Inc."	

EXAL ALUMINUM INC.

9.

ASSIGNMENT OF A UNIVERSALITY OF CLAIMS

Assignor:	Alcan Aluminium Limited Alcan Aluminium Limitee Alcan Aluminium Limitee/Alcan Aluminium Limited Alcan Aluminium Limited/Alcan Aluminium Limitee
Assignee:	Exal Aluminium Inc
Amount:	N/A
Registration Number:	94-0124984-0001
Registration Date:	October 12, 1994
Expiration Date:	N/A
Constitutive Document Date:	September 27, 1994
Description of property (summary):	All trade accounts receivables, and all notes, bonds and other evidences of indebtedness and rights to receive payment, arising out of the operation of the aluminum extrusion business carried on by Alcan Aluminium Limited prior to September 27, 1994, from its facilities located in Aurora, Ontario and Pickering, Ontario and the security arrangements and collateral securing the repayment or satisfaction of the foregoing, including any rights of Alcan Aluminium Limited with respect to any third party collection procedures or any other Actions or Proceedings which have been commenced in connection therewith. <i>All capitalized terms are defined in said registration.</i>