

This is **Exhibit "K"** referred to in the  
Affidavit of Parminder Punia  
sworn the 28<sup>th</sup> day of January, 2010

  
\_\_\_\_\_  
A COMMISSIONER, ETC.

BRUCE SHEINER,  
A COMMISSIONER, ETC.,  
PROVINCE OF ONTARIO,  
WHILE A STUDENT-AT-LAW.  
EXPIRES APRIL 10, 2014.

## DIP TERM SHEET

Dated as of January 28, 2010

WHEREAS the DIP Lender (as defined below) has agreed to provide funding in order to fund certain obligations of the Borrower (as defined below) in the context of its proceedings (the "CCAA Proceedings") under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") commenced before the Ontario Superior Court of Justice [Commercial List] (the "Court") in accordance with the terms set out herein;

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

**DIP BORROWER:** Signature Aluminum Canada Inc. (the "**Borrower**").

**DIP LENDER:** Biscayne Metals Finance, LLC (the "**DIP Lender**").

**PURPOSE:** To provide for the short-term liquidity needs of the Borrower pursuant to the Cash Flow Projections (as defined below) while under CCAA protection and as more fully set forth herein.

**DIP FACILITY AND MAXIMUM AMOUNT** US\$1,500,000.00 plus applicable cost and expenses (the "**Maximum Amount**") super priority credit facility (the "**DIP Facility**"). Fundings shall be deposited into the Borrower's current account with The Bank of Nova Scotia (the "**Bank**") or such other Borrower's account with a financial institution approved by the DIP Lender (the "**Borrower's Account**"), and withdrawn by the Borrower in accordance with the terms hereof.

Advances shall be made to the Borrower from the DIP Facility by the DIP Lender in accordance with the conditions set out under the paragraph below entitled "Availability under DIP Facility".

**FUNDING CONDITIONS  
UNDER THE DIP FACILITY:**

After the Court enters the Initial Order approving the terms of the DIP Facility and the satisfaction of the additional conditions precedent noted below, the DIP Lender shall fund DIP Advances (as defined below) on the terms and conditions set out in this DIP Term Sheet (the "**DIP Funding**"), provided, however, that the DIP Lender shall not be obligated to provide any DIP Funding if any one or more of the following occurs: (i) the Initial Order has been vacated, stayed or otherwise caused to become ineffective or is amended in a manner not acceptable to the DIP Lender; (ii) an Event of Default (as defined below) has occurred; or (iii) the Maturity Date (as defined below) has occurred and not been extended.

**REPAYMENT:**

The DIP Facility shall be repayable in full on the earlier of the occurrence of any Event of Default hereunder which is continuing and has not been cured, and (ii) June 7, 2010 (the "**Maturity Date**"). The Maturity Date may be extended at the request of the Borrower and with the prior written consent of the DIP Lender for such period and on such terms and conditions as the Borrower and the DIP Lender may agree.

The commitment in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrower or to give notice that the DIP Facility has expired and the obligations are due and payable.

**CASH FLOW PROJECTIONS:**

The Borrower, with assistance of FTI Consulting Canada Inc., in its capacity as proposed court appointed monitor, and monitor once appointed (the "**Monitor**") in the CCAA Proceedings shall have provided to the DIP Lender prior to the execution of this DIP Term Sheet, the cash flow projections in Schedule "A" hereto, in form and substance satisfactory to the DIP Lender, reflecting the projected cash requirements of the Borrower from January 25, 2010 through the period ending June 6, 2010, calculated on a weekly basis (the "**19 Week CCAA Cash Flow**").

The Borrower, with the assistance of the Monitor, shall keep the DIP Lender apprised on a weekly basis of its cash flow requirements by providing subsequent cash flow projections, in form and substance satisfactory to the DIP Lender and the Monitor, in their reasonable discretion, by no later than 5:00 p.m. (Toronto time) on the Friday of each week (individually, a "Cash Flow Projection" and together with the 19 Week CCAA Cash Flow, collectively, the "Cash Flow Projections").

**AVAILABILITY UNDER DIP FACILITY:**

Provided that an Event of Default has not occurred, each advance to the Borrower from the DIP Facility (a "DIP Advance") shall be made by the DIP Lender to the Borrower within three (3) business days after satisfaction, as determined by DIP Lender in its reasonable discretion, of all of the conditions precedent set out in this DIP Term Sheet, including without limitation, the following:

- (a) Each DIP Advance (together with all previous DIP Advances) must be no greater than the amount shown on the Cash Flow Projections approved by the DIP Lender and reviewed by the Monitor, subject always to the Maximum Amount under the DIP Facility and the terms and conditions hereof;
- (b) Delivery to the DIP Lender of a drawdown certificate, in substantially the form set out in Schedule "B" hereto, executed by an officer on behalf of the Borrower, certifying, *inter alia*, that the drawdown is within the relevant Cash Flow Projections approved by the DIP Lender and the Monitor, and that the Borrower is in compliance with the DIP Credit Documentation (as defined below), the Additional DIP Security Documents (as defined below), and the Restructuring Court Orders (as defined below); and
- (c) there is no Event of Default which has occurred, nor will any such event occur as a result of the DIP Advance.

DIP Advances shall be available in multiple drawings of no less than US\$100,000 plus whole multiples of US\$50,000.

All proceeds of DIP Advances shall be deposited into the Borrower's Account.

Notwithstanding the foregoing, to the extent that an emergency cash need arises in the Borrower's business that is not contemplated in the Cash Flow Projections, the Borrower may request a DIP Advance from the DIP Lender by providing written particulars relating to such emergency cash need, which DIP Advance shall only be permitted with the prior written consent of the DIP Lender, in its sole and absolute discretion. If such requested emergency DIP Advance is so consented to by the DIP Lender, such DIP Advance shall be made from the DIP Facility and deposited into the Borrower's Account.

**ADDITIONAL CONDITIONS  
PRECEDENT TO DIP  
FUNDING TO THE  
BORROWER:**

- (a) The DIP Lender shall have received (i) the 19 Week CCAA Cash Flow, and the same shall be in form and substance satisfactory to the DIP Lender and the Monitor; and (ii) weekly updates of the Borrower's cash flow requirements by providing subsequent Cash Flow Projections.
- (b) The DIP Lender shall be satisfied that the Borrower has complied with and is continuing to comply in all material respects with all applicable laws, regulations and policies in relation to their business.
- (c) The DIP Lender shall be satisfied that there are no liens, mortgages, charges, encumbrances, hypothecs and security interests of any kind or nature whatsoever (collectively, "Liens") ranking ahead of the DIP Lenders Charge, except as provided for herein.
- (d) The DIP Lender shall have received this DIP Term Sheet and any other DIP Credit Documentation and any Additional DIP Security Documents, duly executed by all the parties thereto.
- (e) All fees payable in accordance with this DIP Term Sheet and any other DIP Credit Documentation shall have been paid to the DIP Lender.
- (f) The DIP Lender shall be satisfied that no material adverse change in the financial condition, operation or prospects of the Borrower shall have occurred after the date of the issue of the Initial Order.

**DISBURSEMENT ACCOUNT:**

The DIP Lender shall disburse funds to the Borrower from the bank account that the DIP Lender may designate from time to time.

**PREPAYMENTS:**

The Borrower may prepay any amounts outstanding under the DIP Facility at any time prior to the Maturity Date.

**INTEREST RATE:**

The DIP Advances will be provided on an interest-free basis.

**DIP SECURITY:**

All obligations of the Borrower under or in connection with the DIP Facility and this DIP Term Sheet and any other documentation in respect of the DIP Facility that is requested by the DIP Lender (which shall be in form and substance satisfactory to the DIP Lender in its absolute discretion) (collectively, the "**DIP Credit Documentation**") shall be secured by a super priority Court-ordered charge (the "**DIP Lenders Charge**"), over all present and after-acquired property, assets and undertakings of the Borrower, and ranking in priority to all other creditors, interest holders, lien holders and claimants of any kind whatsoever except for a court ordered administration charge to secure payment of professional fees (the "**Administration Charge**") and certain priority ranking statutory liens, deemed trust and purchase money security interests which may rank ahead of the DIP Lender by operation of law (collectively, the "**Priority Charges**").

**MANDATORY  
REPAYMENTS:**

Unless otherwise consented to in writing by the DIP Lender, and provided the Monitor is satisfied that there is sufficient collateral value in the Borrower to satisfy amounts secured by the Priority Charges, DIP Advances to the Borrower shall be forthwith repaid and the Maximum Amount shall be permanently reduced upon a sale of any of the property, assets or undertakings of the Borrower out of the ordinary course of business, in an amount equal to the net cash proceeds (for greater certainty, net of reasonable costs and closing adjustments).

For greater certainty, the DIP Lender shall not be obligated to advance or otherwise make available any funds pursuant to this DIP Term Sheet unless and until all of the foregoing conditions have been satisfied and all the foregoing documentation and confirmations have been obtained, in a form and content satisfactory to the DIP Lender and its solicitors.

**REPRESENTATIONS AND  
WARRANTIES:**

The Borrower represents and warrants to the DIP Lender, upon which the DIP Lender relies in entering into this DIP Term Sheet and the other DIP Credit Documentation, that:

- (a) The transactions contemplated by this DIP Term Sheet and other DIP Credit Documentation, including the Additional DIP Security Documents:
  - (i) are within the powers of the Borrower;
  - (ii) have been duly authorized by all necessary corporate and, if required, shareholder approval;
  - (iii) have been duly executed and delivered by or on behalf of the Borrower;
  - (iv) upon the granting of the applicable Restructuring Court Order (as defined below), constitute legal, valid and binding obligations of the Borrower;
  - (v) upon the granting of the Initial Order, do not require the consent or approval of, registration or filing with, or any other action by, any governmental authority, other than filings which may be made to register or otherwise record the DIP Lenders Charge or the Additional DIP Security Documents.
- (b) The business operations of the Borrower have been and will continue to be conducted in compliance with all laws of each jurisdiction in which business has been or is being carried on.
- (c) The Borrower has obtained all licenses and permits required for the operation of its business, which licenses and permits remain in full force and effect. No proceedings have been commenced or threatened to revoke or amend any of such licenses or permits.
- (d) The Borrower has maintained its obligations for payroll, source deductions, current normal cost pension liabilities, retail sales tax and Goods and Services tax, and is not in arrears in respect of these obligations.
- (e) All representations and warranties made by the Borrower in the DIP Credit Documentation and the Additional DIP Security Documents (other than this DIP Term Sheet) are true and correct in all material respects as of the time such representations and warranties were made.

- (f) All factual information provided by or on behalf of the Borrower to the DIP Lender for the purposes of or in connection with this DIP Term Sheet or any transaction contemplated herein, is true and accurate in all material respects on the date as of which such information is dated or certified and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided.

**AFFIRMATIVE COVENANTS:** The Borrower covenants and agrees to do the following:

- (a) Allow the DIP Lender or its agents and advisors on reasonable notice during regular business hours to enter on and inspect each of its assets and properties, and provide the DIP Lender and its agents or advisors on reasonable notice and during normal business hours full access to the books and records of the Borrower and cause management thereof to fully co-operate with the DIP Lender, its agents and advisors accordingly.
- (b) Use reasonable efforts to keep the DIP Lender apprised on a timely basis of all material developments with respect to the business and affairs of the Borrower.
- (c) Deliver to the DIP Lender the Cash Flow Projections as set out herein, and such other reporting and other information from time to time reasonably requested by the DIP Lender (including, without limitation, summaries of sales and accounts receivable at the reasonable times requested and in form and substance satisfactory to the DIP Lender).
- (d) Use the proceeds of the DIP Facility only for the purposes of the short-term liquidity needs of the Borrower in a manner consistent with the restrictions set out herein and the Cash Flow Projections.
- (e) Comply with the provisions of the court orders made in connection with the CCAA (collectively, the "Restructuring Court Orders" and each a "Restructuring Court Order"); provided that if any such Restructuring Court Order contravenes this DIP Term Sheet, the DIP Credit Documentation or the Additional DIP Security Documents in a manner detrimental to the DIP Lender, the same shall be an



Event of Default hereunder.

- (f) Preserve, renew and keep in full force its respective corporate existences and its respective material licenses, permits, approvals, etc. required in respect of its business, properties, assets or any activities or operations carried out therein.
- (g) Maintain the insurance, in existence of the date hereof, with respect to the collateral subject to the DIP Lenders Charge.
- (h) Conduct all activities in accordance with the Cash Flow Projections previously approved by the DIP Lender and reviewed by the Monitor and the credit limits established under the DIP Facility as set out hereunder.
- (i) Forthwith notify the DIP Lender of the occurrence of any Event of Default, or of any event or circumstance that may constitute an Event of Default or a material adverse change from the Cash Flow Projections.
- (j) Subject to the Restructuring Court Orders, comply in all material respects with all applicable laws, rules and regulations applicable to their businesses, including, without limitation, environmental laws.
- (k) Negotiate, execute and deliver loan and collateral security documentation in a manner satisfactory in all respects to the DIP Lender, including, without limitation, such security agreements, hypothecs, financing statements, discharges, opinions or other documents and information, in form and substance satisfactory to the DIP Lender as may be requested by the DIP Lender in connection with the DIP Facility and to the extent any such expenses are paid by the DIP they shall form part of the secured obligation owing to the DIP Lender by the Borrower (collectively, the **"Additional DIP Security Documents"**).
- (l) pay promptly when due all documented out-of-pocket expenses of the DIP Lender in connection with this DIP Term Sheet, including, without limitation, all legal fees related thereto which amount shall form part of the DIP Facility.

**NEGATIVE COVENANTS:**

The Borrower covenants and agrees, and covenants and agrees to cause their respective affiliates and subsidiaries, not to do the following, other than with the prior written consent of the DIP Lender:

- (a) Transfer, lease or otherwise dispose of all or any part of its property, assets or undertaking over Cdn. \$100,000 at any one time or through a series of related transactions, or more than Cdn. \$300,000 in the aggregate during the period of the DIP Facility (excluding dispositions in the ordinary course of business), without the prior written consent of the DIP Lender or the Court. For greater certainty, in the case of any transfer, lease or disposition of any property, assets or undertaking of the Borrower, or any affiliates or subsidiaries thereof, all proceeds of such transfer, lease or disposition sale shall be subject to the provisions herein under the paragraph entitled "Mandatory Repayments" to the extent applicable.
- (b) Make any payment of principal or interest in respect of existing (pre-filing) debt or obligation other than as may be permitted by a Restructuring Court Order and is consented to in writing by the DIP Lender.
- (c) Create or permit to exist indebtedness for borrowed money other than existing (pre-filing) debt, debt contemplated by this DIP Facility and post-filing trade payables in the ordinary course of business.
- (d) Make any payments outside the ordinary course of business, subject always to the Cash Flow Projections delivered hereunder and the maximum availability under the DIP Facility. For greater certainty, no payments shall be used to reduce any existing (pre-filing) indebtedness or trade or unsecured liabilities of the Borrower (other than as permitted in the Restructuring Court Orders).
- (e) Except as consented to by the DIP Lender, permit any new Liens to exist on any of its properties or assets other than the Liens in favour of the DIP Lender as contemplated by this DIP Term Sheet and other DIP Credit Documentation and inchoate or statutory Liens.

- (f) Create or permit to exist any other Lien which is senior to or *pari passu* with the DIP Lenders Charge, other than the Priority Charges.
- (g) Change its name, amalgamate, consolidate with or merge into, or enter into any similar transaction with any other entity.
- (h) Make any payment in respect of special payment, solvency deficiencies or wind-up shortfalls in relation to any pension plan administered by the Borrower as of the date hereof.

**INDEMNITY AND RELEASE:**

The Borrower agrees, on a joint and several basis, to indemnify and hold harmless the DIP Lender and each of its directors, officers, employees, agents, attorneys, advisors and affiliates (all such persons and entities being referred to hereafter as "**Indemnified Persons**") from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (excluding indirect or consequential damages and claims for lost profits) which may be incurred by or asserted against or involve any Indemnified Person as a result of or arising out of or in any way related to or resulting from any bankruptcy or insolvency proceedings, this DIP Term Sheet or any other DIP Credit Documentation, or any Additional DIP Security Documents and, upon demand, to pay and reimburse any Indemnified Person for any legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding (including, without limitation, any inquiry or investigation) or claim (whether or not any Indemnified Person is a party to any action or proceeding out of which any such expenses arise); provided, however, the Borrower shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any loss, claim, damage, expense or liability to the extent it resulted from the gross negligence or wilful misconduct of such Indemnified Person as finally determined by a court of competent jurisdiction.

The indemnities granted under this DIP Term Sheet shall survive any termination of the DIP Facility.

**EVENTS OF DEFAULT:**

The occurrence of any one or more of the following events shall constitute an event of default ("**Event of Default**") under this DIP Term Sheet:

- (a) The issuance of an order dismissing the CCAA Proceedings or lifting the stay in the CCAA Proceedings to permit the enforcement of any security against the Borrower, or the appointment of a receiver and manager, receiver, interim receiver or similar official or the making of a bankruptcy order against the Borrower;
- (b) The issuance of an order granting a Lien equal or superior status to that of the DIP Lenders Charge, other than the Administration Charge;
- (c) The issuance of an order staying, reversing, vacating or otherwise modifying the DIP Credit Documentation, any Restructuring Court Order, any Additional DIP Security Documents, the issuance of an order by the Court adversely impacting the rights and interests of the DIP Lender, without the prior written consent of the DIP Lender, or the issuance of an order by the Court directing the Borrower to pay any special payment, solvency deficiencies or wind-up shortfalls in relation to any pension plan administered by the Borrower as of the date hereof;
- (d) Failure of the Borrower to pay any amounts when due and owing hereunder;
- (e) Failure of the Borrower to comply with any negative covenants in this DIP Term Sheet;
- (f) The Borrower ceases or threatens to cease to carry on business in the ordinary course as it is carried on as of the date hereof, except where such cessation is consented to in writing by the DIP Lender;
- (g) The Cash Flow Projections are not acceptable to the DIP Lender, acting reasonably, or are not delivered to the DIP Lender within the requisite time frame set out herein;
- (h) Failure of the Borrower to comply with the Cash Flow Projections or any negative variance that is greater than 10%, on a net aggregate basis, between actual receipts and disbursements and the Cash Flow Projections, in

any given week;

- (i) Any representation or warranty by the Borrower herein or in any DIP Credit Documentation or Additional DIP Security Documents shall be incorrect or misleading in any material respect when made;
- (j) The filing of any pleading by the Borrower seeking any of the matters set forth in clauses (a) through (c);
- (k) A Court order is made, a liability arises or an event occurs, including any change in the business, assets, or conditions, financial or otherwise, of the Borrower, that will in the DIP Lender's judgment, acting reasonably, materially further impair the Borrower's financial condition, operations or ability to comply with its obligations under this DIP Term Sheet, any DIP Credit Documentation, Additional DIP Security Documents or any Restructuring Court Order;
- (l) Any material violation or breach of any Restructuring Court Order upon receipt by the Borrower of notice from the DIP Lender of such violation or breach;
- (m) An event of default has occurred under any of the DIP Credit Documentation or Additional DIP Security Documents;
- (n) Failure of the Borrower to perform or comply with any other term or covenant under this DIP Term Sheet, any other DIP Credit Documentation or any Additional DIP Security Documents, and such default shall continue unremedied for a period of three (3) business days; and
- (o) A material breach by the Borrower under the Plan Support Agreement between the DIP Lender (in its capacity as the "Sponsor") and the Borrower (in its capacity as the "Company") occurs and is not cured with five (5) business days.

**REMEDIES:**

Upon the occurrence of an Event of Default, and subject to the Restructuring Court Orders, the DIP Lender may:

- (a) declare the obligations in respect of the DIP Credit Documentation to be immediately due and payable and cease making any further DIP Advances;

- (b) apply to a court for the appointment of a receiver, an interim receiver or a receiver and manager of the undertaking, property and assets of the Borrower, or for the appointment of a trustee in bankruptcy of the Borrower;
- (c) set-off or combine any amounts then owing by the DIP Lender to the Borrower against the obligations of the Borrower to the DIP Lender;
- (d) apply to the court for an order, on terms satisfactory to the Monitor and the DIP Lender, providing the Monitor with the power, in the name of and on behalf of the Borrower, to take all necessary steps in the CCAA Proceedings;
- (e) exercise the powers and rights of a secured party under the *Personal Property Security Act* (Ontario) or any legislation of similar effect including the Civil Code of Quebec; and
- (f) exercise all such other rights and remedies under the DIP Credit Documentation, the Additional DIP Security Documents, the Restructuring Court Orders and applicable law.

**DIP LENDER APPROVALS:**

Any consent, approval, instruction or other expression of the DIP Lender to be delivered in writing may be delivered by any written instrument, including by way of electronic mail, by the DIP Lender pursuant to the terms hereof.

**TAXES:**

All payments by the Borrower under the DIP Credit Documentation to the DIP Lender, including any payments required to be made from and after the exercise of any remedies available to the DIP Lender upon an Event of Default, shall be made free and clear of, and without reduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country, but excluding any reduction for any amount required to be paid by the Borrower under subsection 224(1.2) of the *Income Tax Act* (Canada) or a similar provision of that or any other taxation statute (collectively "Taxes"); provided, however, that if any Taxes are required by applicable law to be withheld ("Withholding Taxes") from any amount payable to

the DIP Lender under any DIP Credit Documentation, the amount so payable to the DIP Lender shall be increased to the extent necessary to yield to the DIP Lender on a net basis after payment of all Withholding Taxes, the amount payable under such DIP Credit Documentation at the rate or in the amount specified in such DIP Credit Documentation and the Borrower shall provide evidence satisfactory to the DIP Lender that the Taxes have been so withheld and remitted.

**FURTHER ASSURANCES:**

The Borrower shall, at its expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the DIP Lender may reasonably request for the purpose of giving effect to this DIP Term Sheet.

**ENTIRE AGREEMENT;  
CONFLICT:**

This DIP Term Sheet, including the schedules hereto and the DIP Credit Documentation, constitutes the entire agreement between the parties relating to the subject matter hereof. To the extent that there is any inconsistency between this DIP Term Sheet and any of the other DIP Credit Documentation, this DIP Term Sheet shall govern.

**AMENDMENTS, WAIVERS,  
ETC.:**

No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder or under any other DIP Credit Documentation will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this DIP Term Sheet.

**ASSIGNMENT:**

The DIP Lender may assign this DIP Term Sheet and its rights and obligations hereunder, in whole or in part, to any party acceptable to the DIP Lender in its sole and absolute discretion (subject to providing the Monitor with reasonable evidence that such assignee has the financial capacity to fulfill the obligations of the DIP Lender hereunder). Neither this DIP Term Sheet nor any right and obligation hereunder may be assigned by the Borrower.

**SEVERABILITY:**

Any provision in any DIP Credit Documentation which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**COUNTERPARTS AND  
FACSIMILE SIGNATURES:**

This DIP Term Sheet may be executed in any number of counterparts and by facsimile or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this DIP Term Sheet by signing any counterpart of it.

**NOTICES**

Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by fax or electronic mail to the attention of the person as set forth below:

In the case of Biscayne Metals Finance, LLC:

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

**Attention:** Craig M. Kahler  
**Fax:** (212) 506-0559  
**Email:** ckahler@higcapital.com

With a copy to:

Gowling Lafleur Henderson LLP  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, ON M5X 1G5

**Attention:** Clifton Prophet  
**Fax:** (416) 863-3509  
**Email:** [clifton.prophet@gowlings.co](mailto:clifton.prophet@gowlings.co)

In the case of Signature Aluminum Canada Inc.:

Signature Aluminum Canada Inc.  
500 Edward Avenue  
Richmond Hill, Ontario  
L4C 4Y9

**Attention:** Parminder Punia  
**Fax:** (905) 884-2453  
**Email:** Parminder.Punia@SignatureAluminumCanada.com



With a copy to:

Blake, Cassels & Graydon LLP  
199 Bay Street, Suite 2800  
Toronto, ON M5L 1A9

**Attention:** Linc Rogers  
Fax: 416.863.2563  
Email: Linc.Rogers@Blakes.com

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

TD Waterhouse Tower, Suite 2010  
79 Wellington Street  
Toronto, Ontario  
M5K 1G8

**Attention:** Nigel Meakin  
Fax: (416) 649-8101  
Email: [nigel.meakin@fticonsulting.com](mailto:nigel.meakin@fticonsulting.com)

And a copy to:

Ogilvy Renault LLP  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3800  
P.O. Box 84  
Toronto, Ontario M5J 2Z4

**Attention:** Virginie Gauthier  
Fax: (416) 216-3930  
Email: [vgauthier@ogilvyrenault.com](mailto:vgauthier@ogilvyrenault.com)


Any such notice shall be deemed to be given and received, when received, unless received after 5:00 EST or on a day other than a business day, in which case the notice shall be deemed to be received the next business day.

**GOVERNING LAW AND  
JURISDICTION:**

This DIP Term Sheet shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties hereby execute this DIP Term Sheet as at the date first above mentioned.

**BISCAYNE METALS FINANCE, LLC**

Per:   
Name: Sean O'Leary  
Title:  
I have authority to bind the corporation.

**SIGNATURE ALUMINUM CANADA INC.**

Per: \_\_\_\_\_  
Name:  
Title:  
I have authority to bind the corporation.

IN WITNESS HEREOF, the parties hereby execute this DIP Term Sheet as at the date first above mentioned.

**BISCAYNE METALS FINANCE, LLC**

Per: \_\_\_\_\_  
Name:  
Title:  
I have authority to bind the corporation.

**SIGNATURE ALUMINUM CANADA INC.**

Per: P. Puria  
Name: *Parminder Puria*  
Title: *Controller + Treasurer*  
I have authority to bind the corporation.

**SCHEDULE "A"**  
**19 Week CCAA Cash Flow**

Signature Aluminum Canals  
Cash flow forecast

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Total
	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
	01/31/10	02/27/10	03/27/10	04/26/10	05/26/10	06/24/10	07/23/10	08/21/10	09/19/10	10/18/10	11/16/10	12/15/10	01/13/11	02/11/11	03/10/11	04/08/11	05/07/11	06/05/11	07/03/11	08/01/11
US\$000																				
Week ending																				
Beginning Cash Balance	2,807	3,061.2	3,378.8	3,698.8	4,021.9	4,354.2	4,692.4	5,035.5	5,384.5	5,738.8	6,098.8	6,464.5	6,835.5	7,211.5	7,588.5	7,965.5	8,342.5	8,719.5	9,096.5	9,473.5
Receipts:																				
Sales and Accounts Receivable	1,200.0	855.7	511.4	1,321.7	1,608.7	1,508.2	1,512.1	1,374.6	1,374.6	1,374.6	1,396.0	1,396.0	1,396.0	1,396.0	1,396.0	1,396.0	1,396.0	1,396.0	1,396.0	1,396.0
Intercompany Receipts	25.5	17.5	10.5	27.0	32.0	30.7	30.9	28.1	28.1	28.1	24.5	28.5	28.5	28.5	28.5	31.1	31.1	31.1	31.1	31.1
Other	1,276.5	873.2	533.9	1,349.7	1,641.5	1,534.9	1,542.9	1,402.2	1,402.2	1,402.2	1,424.5	1,424.5	1,424.5	1,424.5	1,424.5	1,424.5	1,424.5	1,424.5	1,424.5	1,424.5
Total Receipts	2,402.0	1,646.4	1,055.8	2,698.4	3,282.2	3,073.8	3,065.1	2,705.3	2,705.3	2,705.3	2,845.0	2,845.0	2,845.0	2,845.0	2,845.0	2,845.0	2,845.0	2,845.0	2,845.0	2,845.0
Distributions:																				
Raw Materials - Metal	450.0	766.3	678.0	679.2	679.2	635.7	723.2	765.9	678.4	811.5	723.6	724.5	714.5	768.0	811.1	660.1	681.4	719.9	660.9	13,207.1
Raw Materials - Other	18.4	55.5	55.5	55.5	55.5	63.3	63.3	63.3	63.3	63.3	63.3	60.1	60.1	59.6	59.6	59.6	59.6	56.5	56.5	1,093.6
Intercompany Payments (Scrap)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Intercompany Payments (Fabrication)	251.6	219.8	219.8	219.8	219.8	233.2	233.2	233.2	233.2	286.0	286.0	286.0	286.0	286.0	286.0	286.0	286.0	286.0	286.0	4,905.3
Payroll and Benefits	100.0	128.1	203.5	218.1	17.0	286.2	387.0	286.2	17.5	285.1	166.8	285.1	17.5	205.1	172.6	271.6	17.5	271.6	17.5	3,094.7
Operating Expenses	105.0	278.0	78.0	217.8	68.1	298.3	68.1	224.3	68.1	22.7	216.0	22.7	216.0	63.4	197.7	63.4	197.7	63.4	197.7	2,731.1
SG&A Expenses	81.2	38.4	329.1	38.4	310.6	38.4	79.6	38.4	79.6	104.0	38.4	38.4	38.4	38.4	38.4	38.4	38.4	38.4	38.4	1,472.2
Other Non-Recurring	-	40.0	40.0	40.0	40.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes (GST & O&M)	-	-	112.0	-	-	-	114.1	-	-	-	127.6	-	-	-	125.3	-	-	-	-	127.6
Legal and Professional Fees	85.0	247.5	115.0	95.0	70.0	70.0	114.1	55.0	55.0	55.0	37.5	27.5	27.5	27.5	27.5	27.5	27.5	27.5	27.5	1,487.5
Bank Fees and Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capex	-	75.0	12.3	11.7	11.7	11.6	11.5	12.5	12.5	12.5	11.7	11.7	11.8	12.1	12.7	11.1	11.1	11.1	11.1	278.9
Total Distributions	1,091.0	2,048.5	1,846.9	1,835.5	1,293.1	1,574.7	1,530.0	1,688.7	1,208.1	1,776.8	1,654.6	1,506.8	1,331.6	1,646.2	1,711.7	1,446.2	1,670.0	1,583.5	1,593.3	23,050.3
Net Cash Flow	141.0	(1,375.4)	(1,370.1)	(1,313.7)	304.4	(27.8)	(12.9)	(286.0)	194.6	(374.1)	(236.1)	(82.3)	41.8	(221.7)	(310.2)	109.5	(134.4)	(27.4)	(43.6)	(43.6)
DIP Advances	-	-	-	-	-	-	-	-	-	200.0	200.0	-	200.0	200.0	-	-	-	-	-	-
DIP Repayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	2,807	3,061.2	3,378.8	3,698.8	4,021.9	4,354.2	4,692.4	5,035.5	5,384.5	5,738.8	6,098.8	6,464.5	6,835.5	7,211.5	7,588.5	7,965.5	8,342.5	8,719.5	9,096.5	9,473.5
DIP Facility	-	-	-	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	500.0	500.0	500.0	1,000.0	1,000.0	1,000.0	1,000.0	1,000.0	1,000.0
Advances	-	-	100.0	-	-	-	-	-	200.0	200.0	200.0	200.0	200.0	200.0	200.0	200.0	200.0	200.0	200.0	200.0
Repayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Closing Balance	-	-	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	500.0	500.0	500.0	1,000.0	1,000.0	1,000.0	1,000.0	1,000.0	1,000.0

Notes:  
1. The purpose of this cash flow projection is to determine the liquidity requirements for the Company during the CCAA proceedings.  
2. Operating receipts have been forecast in the normal course of business based on management's historical analysis as well as an understanding of the Company's customer base under the current economic conditions and the present market.  
3. Metal costs are forecast based on current market prices and historical raw material prices and management's expectation of future costs.  
4. Payroll costs, operating expenses and SG&A are forecast based on historical analysis, current price levels and management forecasts.  
5. Capex spending is forecast based on management's expectation of required maintenance capital spending.  
6. Estimated restructuring costs are based on projected costs associated with legal and professional fees relating to the CCAA proceedings.

**SCHEDULE "B"**

**Form of Drawdown Certificate**

**DRAWDOWN CERTIFICATE**

TO: **Biscayne Metals Finance, LLC (the "DIP Lender")**

FROM: **Signature Aluminum Canada Inc. (the "Borrower")**

DATE: •

1. This certificate is delivered to you, as DIP Lender, in connection with a request for a DIP Advance pursuant to the term sheet made as of January 28, 2010 between, *inter alia*, the Borrower and the DIP Lender, as amended, supplemented, restated or replaced from time to time (the "**DIP Term Sheet**"). All defined terms used, but not otherwise defined, in this certificate shall have the respective meanings set forth in the DIP Term Sheet, unless the context requires otherwise.
2. The Borrower hereby requests a DIP Advance as follows:
  - (a) Date of DIP Advance: \_\_\_\_\_
  - (b) Aggregate amount of DIP Advance (US\$): \_\_\_\_\_
3. All of the representations and warranties of the Borrower as set forth in the DIP Term Sheet are true and accurate as at the date hereof, as though made on and as of the date hereof.
4. All of the covenants of the Borrower contained in the DIP Term Sheet together with all of the conditions precedent to the DIP Advance hereby requested and contained in the DIP Term Sheet, and all other terms and conditions contained in the DIP Term Sheet to be complied with by the Borrower, not properly waived in writing by or on behalf of the DIP Lender, have been fully complied with.
5. In addition to the foregoing, the Borrower is in compliance with the DIP Credit Documentation and the Additional DIP Security Documents, including, without limitation, the Restructuring Court Orders.
6. The DIP Advance hereby requested is within the relevant Cash Flow Projections approved by the DIP Lender and reviewed by the Monitor.

7. No Default or Event of Default has occurred nor will any such event occur as a result of the DIP Advance hereby requested.

**SIGNATURE ALUMINUM CANADA INC.**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

This is **Exhibit "L"** referred to in the  
Affidavit of Parminder Punia  
sworn the 28<sup>th</sup> day of January, 2010



A COMMISSIONER, ETC.

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



Court File No. 10-CL-\_\_\_\_\_

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
SIGNATURE ALUMINUM CANADA INC.**

**CONSENT**

**FTI CONSULTING CANADA INC. HEREBY CONSENTS** to act as Monitor  
in the above-captioned proceedings.

Dated at Toronto this 28<sup>th</sup> day of January, 2010

**FTI CONSULTING CANADA INC.**

Per:   
Name: Nigel D. Meakin