

SCHEDULE "A"

SIGNATURE ALUMINUM CANADA INC. CLAIMS PROCEDURE

Definitions

1. The following terms shall have the following meanings:
 - (a) "**Applicant**" means Signature Aluminum Canada Inc.;
 - (b) "**Bar Date**" means either the Claims Bar Date or Subsequent Claims Bar Date, as applicable;
 - (c) "**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
 - (d) "**Business Day**" means a day, other than Saturday, Sunday or a statutory holiday, on which chartered banks are generally open for business in Toronto, in the Province of Ontario, Canada;
 - (e) "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - (f) "**CCAA Proceedings**" means the proceedings commenced by the Applicant pursuant to the CCAA in the Court at Toronto under Court File No. CV-10-8561-00CL;
 - (g) "**Claims**" means collectively, Pre-Filing Claims and Subsequent Claims and a "**Claim**" means either a Pre-Filing Claim or a Subsequent Claim, as applicable;
 - (h) "**Claimants**" means collectively, Pre-Filing Claimants and Subsequent Claimants and a "**Claimant**" means either a Pre-Filing Claimant or a Subsequent Claimant, as applicable;
 - (i) "**Claims Bar Date**" means, in respect of Pre-Filing Claims, 5:00 p.m. Toronto Time on March 26, 2010, or any later date ordered by the Court;

- (j) “**Claims Officer**” means any individual appointed by the Applicant (as agreed to by the Monitor in writing or as otherwise ordered by the Court), under such terms as are approved by the Monitor or further Order of the Court, who shall determine disputed Claims in accordance with this Claims Procedure;
- (k) “**Claims Procedure**” means the process set out herein for the identification, settlement and resolution of Claims for voting and distribution purposes under the Plan, including the Schedules attached hereto;
- (l) “**Claims Procedure Order**” means an Order of the Court approving this Claims Procedure.
- (m) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (n) “**Deemed Claim Amount**” means the amount stated on the Notice of Claim issued by the Monitor to a Known Creditor or Subsequent Claimant, as the case may be;
- (o) “**Deemed Claim**” means the Claim of a Known Creditor or a Subsequent Claimant whom the Applicant believes has a Claim, as the case may be, as set out in a Notice of Claim;
- (p) “**Disputed Claim**” means a Claim for which a Notice of Dispute has been delivered to the Monitor;
- (q) “**Excluded Claim**” shall mean (i) any claim secured by the Administration Charge or DIP Lender’s Charge (as such terms are defined in the Initial Order); and (ii) any claim with respect to goods and/or services provided to the Applicant on or after the Filing Date;
- (r) “**Filed Claim**” means a Claim evidenced in a Proof of Claim delivered to the Monitor by the relevant Bar Date;
- (s) “**Filing Date**” means January 29, 2010;

- (t) “**Initial Order**” means the issued and entered Order of the Honourable Mr. Justice Morawetz dated January 29, 2010 in the CCAA Proceeding, as may be amended from time to time;
- (u) “**Known Creditor**” means those Persons which the books and records of the Applicant disclose were owed money or claim to be owed money as at the Filing Date;
- (v) “**Monitor**” means FTI Consulting Canada Inc. in its capacity as Monitor of the Applicant and not in its personal or corporate capacity;
- (w) “**Monitor’s Website**” means <http://cfcanada.fticonsulting.com/signature>;
- (x) “**Notice of Claim**” means the notice of claim which may be provided by the Monitor to Known Creditors or Subsequent Claimants, as the case may be, substantially in the form attached as Schedule “2”;
- (y) “**Notice of Dispute**” means a written notice, substantially in the form attached as Schedule “4”, delivered to the Monitor by a Claimant disputing either a Notice of Claim or a Notice of Revision or Disallowance issued by the Monitor, with reasons for its dispute;
- (z) “**Notice of Revision or Disallowance**” means a notice, substantially in the form attached as Schedule “5”, advising a Claimant that the Monitor has revised or disallowed all or part of its Filed Claim for the purposes of voting and/or distribution and providing the reasons for the revision or disallowance;
- (aa) “**Notice to Creditors**” means the notice to creditors, substantially in the form attached as Schedule “1”;
- (bb) “**Person**” shall be broadly interpreted and includes, without limitation, any individual, corporation, limited or unlimited liability company, general or limited partnership, association, firm, trust, unincorporated organization, joint venture, venture capital fund, administrator or committee in respect of a registered pension plan, unincorporated association or organization, syndicate, committee, the

government of a country, province or political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality or department of such government or political subdivision, or any other entity, howsoever constituted, and the trustees, executors, administrators, or other legal representatives of an individual;

- (cc) **“Plan”** means any plan or plans of arrangement or compromise filed by the Applicant in connection with the CCAA Proceedings, as such plan(s) may be amended or supplemented from time to time;
- (dd) **“Plan Implementation Date”** shall have the meaning ascribed to such term in the Plan;
- (ee) **“Pre-Filing Claim”** means any right or claim of any Person, that may be asserted or made in whole or in part against the Applicant, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, that exists on the Filing Date and any interest that may accrue thereon for which there is an obligation to pay, and costs which such person would be entitled to receive pursuant to the terms of any contract with such Person at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) against any property or assets, whether or not such indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, and that is provable within the

meaning of section 2 of the BIA, but a “Pre-Filing Claim” shall not include an Excluded Claim;

- (ff) **“Pre-Filing Claimant”** means a Person who has or is asserting a Pre-Filing Claim, including those with a Deemed Claim and may, where the context requires, include the assignee of a Claim or Deemed Claim or a trustee, interim receiver, receiver, receiver and manager, or other person acting on behalf of such Person;
- (gg) **“Proof of Claim”** means a proof of claim delivered by a Claimant to the Monitor, substantially in the form attached as Schedule “3”;
- (hh) **“Proven Claim”** means the amount, status and/or validity of the Claim of a Claimant as finally determined in accordance with this Claims Procedure. A Proven Claim will be “finally determined” in accordance with this Claims Procedure when (i) it has been accepted by the Monitor in consultation with the Applicant, (ii) the applicable time period for filing a Notice of Dispute has expired and no Notice of Dispute has been filed in accordance with the Claims Procedure, (iii) a Notice of Dispute has been filed and a Claims Officer has been appointed with respect to such Notice of Dispute and the Claims Officer has issued his/her determination with respect to the Claim submitted to the Claims Officer for adjudication, and the time within which either party may file an appeal of such determination has expired and no appeal has been filed, or (iv) any court of competent jurisdiction has made a determination with respect to the Claim and no appeal or motion for leave to appeal therefrom shall have been taken or served on either party, or if any appeal(s) or motion(s) for leave to appeal or further appeal shall have been taken therefrom or served on either party, any (and all) such appeal(s) or motion(s) shall have been dismissed, determined or withdrawn.
- (ii) **“Subsequent Claim”** means any right or claim of any Person, that may be asserted in whole or in part against the Applicant, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, present or future, arising after the Filing Date (but before the Plan is

sanctioned by the Court) by reason of any obligation incurred by the Applicant before the Filing Date, including any indebtedness, liability, or obligation resulting from the termination of employment, or the disclaimer or resiliation by the Applicant in the CCAA Proceedings of an agreement that existed before the Filing Date, and any interest that may accrue thereon for which there is an obligation to pay, and costs payable at law or in equity in respect thereof, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature and that is provable under the BIA, but a “Subsequent Claim” shall not include an “Excluded Claim”;

- (jj) **“Subsequent Claimant”** means a Person having or asserting a Subsequent Claim, including those with a Deemed Claim and may, where the context requires, include the assignee of a Claim or Deemed Claim or a trustee, interim receiver, receiver, receiver and manager, or other person acting on behalf of such Person; and
- (kk) **“Subsequent Claims Bar Date”** means, in respect of Subsequent Claims, the later of (i) the Claims Bar Date, and (ii) 15 days after the date of the Notice of Claim or Notice to Creditors, as applicable;

Notice of Claims Procedure

2. The Applicant shall provide to the Monitor a list of Known Creditors in form and content satisfactory to the Monitor by no later than February 26, 2010.
3. The Monitor shall either send (i) a Notice to Creditors and Notice of Claim or (ii) Notice to Creditors and form of proof of claim to each Known Creditor on or before March 3, 2010.
4. The Monitor shall cause the Notice to Creditors to be published in the Globe and Mail (national edition) on or around March 3, 2010. The Monitor shall also cause a French

translation of the Notice to Creditors to be published in La Presse on or around the same date.

5. The Monitor shall post a copy of the Claims Procedure, the Notice to Creditors, a blank form of proof of claim and blank form of notice of dispute on the Monitor's Website as soon as practicable following the issuance of the Claims Procedure Order.
6. The Monitor shall cause a blank form of proof of claim and a blank form of notice of dispute to be made available to any Person requesting same as soon as practicable.
7. Forthwith after taking any action that could result in a Subsequent Claim, the Applicant will provide the Monitor with details, in form and content satisfactory to the Monitor, of the Subsequent Claims arising from such action.
8. The Monitor shall send either (i) a Notice to Creditors and Notice of Claim or (ii) Notice to Creditors and form of proof of claim to each Subsequent Claimant identified in accordance with the preceding paragraph 7 of the Claims Procedure within three (3) Business Days of the receipt of the information required by paragraph 7.
9. The Monitor shall have the discretion as to whether a Known Creditor or Subsequent Creditor will be sent a Notice to Creditors and a Notice of Claim or alternatively a Notice to Creditors with a form of proof of claim.

Deadline for Disputing a Notice of Claim or Filing a Proof of Claim

10. For each Claimant who receives a Notice of Claim, the Deemed Claim Amount set out in the Notice of Claim shall be deemed to be that Claimant's Proven Claim for voting and distribution purposes unless disputed by that Claimant in accordance with the Claims Procedure.
11. Any Claimant who has received a Notice of Claim and who wishes to dispute the Deemed Claim Amount for either voting or distribution purposes, or both, must deliver a Notice of Dispute, which Notice of Dispute must be received by the Monitor by no later than the relevant Bar Date.

12. Any Claimant that does not receive a Notice of Claim and wishes to assert a Claim must file a Proof of Claim, together with all relevant supporting documentation in respect of such Claim, and the Proof of Claim must be received by the Monitor by no later than the Claims Bar Date in respect of Pre-Filing Claims or the Subsequent Claims Bar Date in respect of Subsequent Claims.

Procedure for Allowing and Disputing Claims for Voting and/or Distribution Purposes

13. If the Monitor receives a Filed Claim, it shall review the Filed Claim in consultation with the Applicant, and shall either accept, revise or disallow (in whole or in part) the amount or status of the Filed Claim. If the Monitor revises or disallows the Filed Claim it shall deliver a Notice of Revision or Disallowance to the Claimant. If the Monitor does not deliver a Notice of Revision or Disallowance to the Claimant, the Filed Claim shall be deemed to be accepted by the Monitor for all purposes.
14. If a Claimant with a Filed Claim disagrees with the Notice of Revision or Disallowance and such Claimant intends to contest the Notice of Revision or Disallowance, then such Claimant shall, by no later than 5:00 p.m. Toronto Time on [the day which is 15 days from the date of the Notice of Revision or Disallowance](#), deliver a Notice of Dispute to the Monitor.
15. If a Claimant with a Filed Claim does not deliver a Notice of Dispute in accordance with paragraph 14, then such Claimant shall be deemed to have accepted the determination of its Filed Claim as set out in the Notice of Revision or Disallowance and the amount and status of the Filed Claim as set out in such Notice of Revision or Disallowance shall be that Claimant's Proven Claim for voting and distribution purposes.
16. [If a Claimant delivers a Notice of Dispute to the Monitor in accordance with paragraphs 11 or 14, as applicable, and the Monitor, in consultation with the Applicant, does not accept all or any part of the Claim as set out in any Notice of Dispute delivered by a Claimant or is otherwise unable to resolve the dispute, the Monitor shall so advise the Claimant in writing and the dispute may be referred to the Claims Officer by the Monitor \(in consultation with the Applicant\) which Claims Officer shall determine the Claimant's Proven Claim.](#)

17. A Claimant, the Applicant or the Monitor may, within seven (7) days of the determination of the Claim's Officer under paragraph 16 of the Claims Procedure, appeal the determination of the Claims Officer to the Court by bringing a motion in the CCAA Proceeding, with the motion to be returnable within ten (10) calendar days of the filing of the notice of motion.
18. If neither party appeals the determination of value of a Claim by the Claims Officer within the time set out in paragraph 17, the decision of the Claims Officer shall be final and binding upon the Claimant, the Applicant, the Monitor and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of the Claim.

General Provisions

19. For the purposes of the Claims Procedure and the Plan, all Claims which are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging the currency to Canadian dollars on the Filing Date.
20. Any notice or other communication to be given under the Claims Procedure by a Person to the Monitor or the Applicant shall be in writing in substantially the form, if any, provided for in this Claims Procedure and will be sufficiently given only if delivered by registered mail, courier, electronic mail (in PDF format), personal delivery or facsimile transmission addressed to:

FTI Consulting Canada Inc.
Monitor of Signature Aluminum Canada Inc.
79 Wellington Street West,
Suite 2010
TD Waterhouse Tower
Toronto-Dominion Centre
Toronto, Ontario M5K 1G8
Attention: Brogan Taylor
Telephone: 416-649-8074
Facsimile: 416-649-8101
E-mail: signature@fticonsulting.com

21. If any provision of this Claims Procedure is amended by or contrary to a provision of an order of the Court made in the CCAA Proceedings, the order shall have precedence over the provision of this Claims Procedure.
22. Notwithstanding anything to the contrary herein:
 - (i) the Monitor may at any time refer a Claim for resolution to the Claims Officer or the Court for any purpose where in the Monitor's discretion such a referral is preferable or necessary for the resolution of the valuation of the Claim for voting and/or distribution purposes;
 - (ii) the Monitor may (in consultation with the Applicant), in writing and at any time, accept the amount of a Claim for voting purposes without prejudice to the right of the Monitor to contest liability of the Claim for distribution purposes;
 - (iii) the Monitor may (in consultation with the Applicant), in writing and at any time, settle and resolve any disputed Claims.
23. References to the singular include the plural and to the plural include the singular.

Schedules

24. The following Schedules form part of this Claims Procedure:

Schedule “1” – Notice to Creditors

Schedule “2” – Notice of Claim

Schedule “3” – Proof of Claim

Schedule “4” – Notice of Dispute

Schedule “5” – Notice of Revision or Disallowance