

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF DELAWARE**

In re CARADON LEBANON, INC.

Debtor

Case No. 09-10985

Chapter 11

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts from Schedules D, E, and F to determine the total amount of the debtor's liabilities.

NAME OF SCHEDULE	ATTACHE (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1			
B - Personal Property	Yes	4			
C - Property Claimed As Exempt	No				
D - Creditors Holding Secured Claims	Yes	2		\$310,606,421.60	
E - Creditors Holding Unsecured Priority Claims	Yes	3			
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2			
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	3			
I - Current Income of Individual Debtor(s)	No				
J - Current Expenditures of Individual Debtor(s)	No				
TOTAL		16		\$310,606,421.60	

## GLOBAL NOTES TO DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENT OF FINANCIAL AFFAIRS

Indalex Holdings Finance, Inc., Indalex Holding Corp., Indalex, Inc., Caradon Lebanon, Inc., and Dolton Aluminum Company (each a "Debtor" and collectively, the "Debtors") submit their Schedules of Assets and Liabilities (the "Schedules") and Statements of Financial Affairs (the "Statements") pursuant to 11 U.S.C. § 521 and Rule 1007 of the Federal Rules of Bankruptcy Procedure. The Schedules and Statements prepared by the Debtors as of and for the period ending March 20, 2009 (the "Petition Date") are unaudited, from a variety of different sources available to the Debtors and were prepared with such data to provide a cut-off as near as possible to the Petition Date. While the Debtors' management has exercised reasonable best efforts to ensure that the Schedules and Statements are accurate and complete based on information that was available at the time of preparation, inadvertent errors or omissions may exist. Accordingly, the Debtors reserve the right to amend the Schedules and Statements from time to time as may be necessary or appropriate and expects they will do so as information becomes available. These global notes (the "Global Notes") are incorporated by reference in, and comprise an integral part of, the Schedules and Statements, and should be referred to and reviewed in connection with any review of the Schedules and Statements.

The Debtors reserve the right to dispute, or to assert offset or defenses to, any claim reflected on the Schedules and/or Statements as to amount, liability or classification. The Debtors also reserve all rights with respect to the values, amounts and characterizations of the assets and liabilities listed in their Schedules and Statements.

Any failure to designate a claim listed on the Debtors' Schedules as "disputed," "contingent" or "unliquidated" does not constitute an admission by the Debtors that such amount is not "disputed," "contingent" or "unliquidated." The Debtors reserve the right to dispute, or to assert setoff rights, counterclaims or defenses to, any claim reflected on their Schedules as to amount, liability or classification, or to otherwise subsequently designate any claim as "disputed," "contingent" or "unliquidated." Additionally, the dollar amounts of claims listed may be exclusive of contingent and additional unliquidated amounts. Further, the claims of each creditor for, among other things, goods, services, or taxes are listed as the amounts entered on the Debtors' books and records and may not reflect credits or allowances due from such creditors to the Debtors. The Debtors reserve all of their rights with respect to any such credits and allowances.

As it would be expensive and unduly burdensome to obtain current market valuations of the Debtors' property interests, unless otherwise noted, the carrying value on the Debtors' books (net book value), rather than the current market values, of the Debtors' interests in property and of the Debtors' liabilities, is reflected on the Debtors' Schedules and Statements.

The Debtors reserve all of their rights with respect to any causes of action it may have against third parties, whether not such causes of action are or are not listed as assets in their Schedules and Statements and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such causes of action.

The Schedules and Statements have been signed by Timothy J. Stubbs who serves as the President and Chief Executive Officer to each of the Debtors. In reviewing and signing the Schedules and Statements, Mr. Stubbs` has necessarily relied upon the efforts, statements and representations of the Debtors` personnel and professionals. Mr. Stubbs has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors and their addresses.

In addition to the foregoing, the following conventions were adopted by the Debtors in the preparation of the Schedules and Statements:

### Schedules of Assets and Liabilities

#### Schedule A Notes

- The Debtors have included the net book value, as of March 1, 2009, of all owned real property and any improvements thereon in Schedule A.

#### Schedule B Notes

- Unless otherwise noted, Schedule B lists the net book value for each of the Debtors` assets as of March 1, 2009 as reflected on the Debtors` books and records.
- Schedule B1 – Cash on hand is listed as of the Petition Date.
- Schedule B2 – Account balances are listed as of the Petition Date with the exception of the following, where daily balances are not available: Account Nos. – XXXXX2388 and XXXXX5849 are as of March 27, 2009 and Account No. – XXXXX5849 is as of March 31, 2009.
- Schedules B28, B29 and B30 – Due to the sheer volume of the Debtors` furniture, fixtures, equipment, supplies and inventory, it would be impractical and unduly burdensome for the Debtors to produce an item by item listing of those goods. Therefore, the Debtors have provided amounts for each question on a site by site basis as maintained in the Debtors` books and records in the ordinary course of business, as of the Petition Date. Upon request by a party-in-interest, the Debtors will provide supervised access to the electronic records which contain the entire listing of these goods; provided, however, that such party must give the Debtors a reasonable period of notice and any inspection shall be conducted at the Debtors` corporate offices during the Debtors` regular business hours; provided, further, that, at the time of inspection, the items may be in a different form and amount from that reported as of the Petition Date.
- Schedule B30 – Inventory amounts are listed as of the Petition Date.

- Schedule B30 – In the ordinary course of business, the Debtors maintain consignment inventory at several of their plant locations which is included in such plant's inventory total but to which the Debtors have no legal title. The Debtors have included the total inventory maintained at each plant, including consignment inventory, but have also included the aggregate amount of all consignment inventory. These numbers should be read together to determine the actual amount of inventory held by the Debtors.

#### Schedule D Notes

- Except as otherwise agreed in accordance with a stipulation, consent or agreed order or any other order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D.
- The Debtors pre-petition revolving lenders have committed certain funds to the Debtors to be used as collateral to secure Letters of Credit issued on the Debtors behalf by JPMorgan Chase Bank, N.A. This commitment was secured by substantially all of the assets of each Debtor. As of the Petition Date, Letters of Credit had been issued by JPMorgan Chase under this commitment but not drawn upon. The amount listed as the pre-petition revolving lenders secured claim includes the aggregate face amount of the Letters of Credit, which remain, in part, contingent liabilities.
- Certain lessors of equipment may be included on Schedule D by virtue of such lessor claiming a security interest in leased equipment possessed by the Debtors. Inclusion on Schedule D shall not be an admission that certain claims held by lessors against the Debtors are in fact secured claims. Whether a claim is secured and the extent to which an obligation is secured shall be governed solely by the applicable granting instruments and related documents and governing law.
- Holders of secured claims by virtue of holding setoff rights against the Debtors are not included on Schedule D. Lessors, utility companies and other parties which may hold security deposits have also not been listed on Schedule D.
- In certain instances, a Debtor may be a co-obligor, co-mortgagor or guarantor with respect to scheduled claims of an affiliate, and no claim schedule on Schedule D is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other entities.
- The descriptions provided are intended only to be a summary. Reference to the applicable documents, including without limitation, any credit agreements, security agreements, other granting instruments and related documents, is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing herein shall be deemed a modification or interpretation of the terms of such agreements.

- “The Date Claim Incurred” is listed as the date that a creditor has filed its UCC-1 financing statement. To the extent that a creditor has filed multiple UCC-1 financing statements, the Debtors have included the date of the earliest filed financing statement. Nothing set forth in the Schedule D shall be construed as an admission that any secured claim attached or was perfected on such date.

#### Schedule E Notes

- The Bankruptcy Court has approved the payment of certain unsecured claims against the Debtors including, without limitation, certain claims of employees for wages, salaries, and benefits and certain tax claims which arose pre-petition. Accordingly, Schedule E does not include any prepetition amounts owed but satisfied pursuant to such orders.
- The listing of any claim on this Schedule E does not constitute an admission by the Debtors that such claim is entitled to priority treatment under 11 U.S.C. § 507. The Debtors reserve the right to take the position that any claim or creditor listed on Schedule E is not entitled to priority treatment.

#### Schedule F Notes

- The Bankruptcy Court has approved the payment of certain unsecured pre-petition claims, including, without limitation, certain claims of critical vendors. While the Debtors have made every effort to accurately reflect such claims and payments in Schedule F, the Debtors may not have properly accounted for certain payments and claims affected by these orders.
- The Debtors expressly incorporate by reference into Schedules F all parties to pending and potential litigation listed in question 4(a) of each Debtor’s Statements as contingent, unliquidated and disputed claims, to the extent not already listed on Schedule F.
- The Debtors utilize a consolidated cash management and accounts payable systems which are administered by Indalex, Inc. As such, most of the creditors for all of the Debtors will appear on the Schedules of Indalex, Inc. notwithstanding the fact that certain of those obligations may be obligations of one or more of Indalex, Inc.’s affiliated Debtors.

#### Schedule G Notes

- While reasonable best efforts have been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred. To the extent that the Debtors become aware of additional executory contracts and unexpired leases, they will supplement their Schedules.
- The Debtors hereby reserve all rights to dispute the validity, status or enforceability of any agreement, contract or lease set forth in Schedule G and to

amend or supplement such Schedule as necessary. Additionally, the placing of an agreement, contract or lease onto this Schedule shall not be deemed an admission that such agreement is an executory contract or unexpired lease, or that it is necessarily a binding, valid and enforceable agreement, contract or lease. Any and all of the parties' rights, claims and causes of action with respect to the agreements, contracts and leases listed on Schedule G are hereby reserved and preserved and shall be governed solely by the terms of the applicable agreement and governing law.

- The Debtors have not included on Schedule G those fixed price purchase and sale, rebate or other pricing agreements entered into between the Debtors and their customers, from time to time, in the ordinary course of business.
- Omission of a contract or agreement from this Schedule does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by their omission. This Schedule may be amended at any time to add any omitted contract or agreement.
- The agreements listed on Schedule G may have expired or may have been rejected, terminated, assigned, modified, amended and/or supplemented from time to time by various amendments, change orders, restatements, waivers, estoppel certificates, letters and other documents, instruments, and agreements which may not be listed therein. Certain of the real property leases listed on Schedule G may contain renewal options, guarantees of payment, options to purchase, rights of first refusal, rights to lease additional space and other miscellaneous rights. Such documents, rights, powers, duties and obligations may not be set forth on Schedule G, but shall be deemed included to the extent that they are binding, valid and enforceable against the parties thereto. Certain of the agreements listed on Schedule G may be in the nature of secured financings, and the inclusion of such on Schedule G is not an admission that the agreement is an executory contract, financing agreement or otherwise.
- Certain of the Debtors or their affiliates may have entered into contracts with third parties for the benefit of another Debtor. For the purposes of Schedule G, contracts have been listed only where that Debtor is an actual party to the contract. The omission of any contract from Schedule G to which a Debtor is an intended beneficiary shall not constitute a waiver of any rights the Debtor may have in that contract, including the right to enforce such contract or the right to recover damages in the event that there is a breach of such contract.

## Statement of Financial Affairs

### Statement of Financial Affairs Question 3b

The Debtors have scheduled known payments to creditors aggregating more than \$5,475 that were made during the 90 days prior to the Petition Date other than ordinary course wages or expense reimbursements to non-insider employees.

The Debtors use a consolidated cash management system and the obligations of the Debtors are paid by and through Indalex, Inc., notwithstanding the fact that certain of those obligations may be obligations of one or more of Indalex, Inc.'s affiliated Debtors. Accordingly, the response to Question 3b of Indalex, Inc. should be reviewed for a complete list of payments to creditors aggregating more than \$5,475 that were made during the 90 days prior to the Petition Date.

Certain payments made to creditors were made via corporate credit card. Those payments to creditors will not be reflected in the Debtors' responses to Question 3b.

### Statement of Financial Affairs Question 3c

Payments, if any, to any insiders of each Debtor are included among the payments listed in response to Statement of Financial Affairs Question 3c of Indalex, Inc.

### Statement of Financial Affairs Question 4

The Debtors have made every effort to include on Exhibit 4 a complete list of all suits and proceedings to which the Debtors were a party within the one year immediately preceding the Petition Date. To the extent the Debtors become aware they have omitted any suits or proceedings, they will amend their Statements.

### Statement of Financial Affairs Question 9

The obligations of the Debtors are paid by and through Indalex, Inc. Accordingly, the payments related to debt counseling or bankruptcy appear only in the response to Question 9 of Indalex, Inc.

Certain payments made to professionals disclosed in response to question 9 may also include amounts that were unrelated to or only tangentially related to debt counseling. The Debtors have included such amounts to avoid any inadvertent omissions.

### Statement of Financial Affairs Question 10

The Debtors have entered into certain sale-leaseback transactions in the two years immediately prior to the Petition Date which may be construed as secured financings. Reference to the applicable agreements and transactional documents, as well as governing law, shall determine what rights and interest in property were transferred between and among the parties to each transaction.

Statement of Financial Affairs Question 13

In the ordinary course of the Debtors' business, the Debtors and their vendors set-off mutual obligations in the ordinary course of business and pursuant to trade terms agreed upon by the parties which include, but are not limited to, vendor rebate deductions and credit memos. The Debtors have not included any set-off made by their creditors which was made in the ordinary course of business and pursuant to the trade terms between the Debtors and such creditor.

Statement of Financial Affairs Question 14

In the ordinary course of their business, the Debtors lease equipment from certain third-party lessors for use in the daily operation of their business and otherwise hold property owned by third-parties pursuant to contracts with such parties. Any such leases or contracts are set forth in Schedule G. The property subject to any of such leases or contracts is not reflected in either Schedule A or Schedule B as either owned property or assets of the Debtors. Neither is the property subject to any such leases or contracts reflected in the Debtors' Statements as property or assets of third-parties within the control of the Debtors. Nothing in the Schedules or Statements is or shall be construed as an admission or determination as to the legal status of any lease (including, but not limited to, whether any lease is a true lease or a financing arrangement) or contract (including, but not limited to, whether the contract is, in fact, an executory contract), and the Debtors reserve all rights with respect to any of such issues.

Statement of Financial Affairs Question 19

Indalex Holdings Finance, Inc. is a non-accelerated filer with the U.S. Securities and Exchange Commission (the "SEC") and certain financial statements are available to the public through the SEC's EDGAR program. Additionally, the Debtors have provided financial statements in the ordinary course of business to various parties including regulatory agencies, financial institutions and investment banks. In addition, financial statements have been provided to other parties as requested. Given the foregoing, including the public nature of the Debtors' SEC filings, the Debtors cannot know to which parties and at what level of disclosure their financial information has been disseminated.

\* \* \* END OF GLOBAL NOTES \* \* \*



Debtor

(if known)

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G-Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
NONE				

Total

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(Report also on Summary of Schedules)

Debtor

(if known)

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	H U S B A N D, W I F E, J O I N T, O R	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. CASH ON HAND.	X			
2. CHECKING, SAVINGS OR OTHER FINANCIAL ACCOUNTS, CERTIFICATES OF DEPOSIT, OR SHARES IN BANKS, SAVINGS AND LOAN, THRIFT, BUILDING AND LOAN, AND HOMESTEAD ASSOCIATIONS, OR CREDIT UNIONS, BROKERAGE HOUSES, OR COOPERATIVES.	X			
3. SECURITY DEPOSITS WITH PUBLIC UTILITIES, TELEPHONE COMPANIES, LANDLORDS, AND OTHERS.	X			
4. HOUSEHOLD GOODS AND FURNISHINGS, INCLUDING AUDIO, VIDEO, AND COMPUTER EQUIPMENT.	X			
5. BOOKS, PICTURES AND OTHER ART OBJECTS, ANTIQUES, STAMP, COIN, RECORD, TAPE, COMPACT DISC, AND OTHER COLLECTIONS OR COLLECTIBLES.	X			
6. WEARING APPAREL.	X			
7. FURS AND JEWELRY.	X			
8. FIREARMS AND SPORTS, PHOTOGRAPHIC, AND OTHER HOBBY EQUIPMENT.	X			

Debtor

(if known)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
9. INTERESTS IN INSURANCE POLICIES. NAME INSURANCE COMPANY OF EACH POLICY AND ITEMIZE SURRENDER OR REFUND VALUE OF EACH.	X			
10. ANNUITIES. ITEMIZE AND NAME EACH INSURER.	X			
11. INTERESTS IN AN EDUCATION IRA AS DEFINED IN 26 U.S.C. § 530(b)(1) OR UNDER A QUALIFIED STATE TUITION PLAN AS DEFINED IN 26 U.S.C. § 529(b)(1). GIVE PARTICULARS. (FILE SEPARATELY THE RECORD(S) OF ANY SUCH INTEREST(S), 11 U.S.C. § 521(c) RULE 1007(B))	X			
12. INTERESTS IN IRA, ERISA, KEOGH, OR OTHER PENSION OR PROFIT SHARING PLANS. ITEMIZE.	X			
13. STOCK AND INTERESTS IN INCORPORATED BUSINESSES. ITEMIZE.	X			
14. INTERESTS IN PARTNERSHIPS OR JOINT VENTURES. ITEMIZE.	X			
15. GOVERNMENT AND CORPORATE BONDS AND OTHER NEGOTIABLE AND NON-NEGOTIABLE INSTRUMENTS.	X			
16. ACCOUNTS RECEIVABLE.	X			
17. ALIMONY, MAINTENANCE, SUPPORT, AND PROPERTY SETTLEMENTS TO WHICH THE DEBTOR IS OR MAY BE ENTITLED. GIVE PARTICULARS.	X			
18. OTHER LIQUIDATED DEBTS OWING DEBTOR INCLUDING TAX REFUNDS. GIVE PARTICULARS.	X			

Debtor

(if known)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
19. EQUITABLE OR FUTURE INTERESTS, LIFE ESTATES, AND RIGHTS OR POWERS EXERCISABLE FOR THE BENEFIT OF THE DEBTOR OTHER THAN THOSE LISTED IN SCHEDULE OF REAL PROPERTY.	X			
20. CONTINGENT AND NON-CONTINGENT INTERESTS IN ESTATE OF A DECEDENT, DEATH BENEFIT PLAN, LIFE INSURANCE POLICY, OR TRUST.	X			
21. OTHER CONTINGENT AND UNLIQUIDATED CLAIMS OF EVERY NATURE, INCLUDING TAX REFUNDS, COUNTERCLAIMS OF THE DEBTOR, AND RIGHTS TO SETOFF CLAIMS. GIVE ESTIMATED VALUE OF EACH.		THE DEBTOR HAS NOT CONCLUDED ITS EVALUATION WITH LEGAL COUNSEL REGARDING WHAT CLAIMS MAY EXIST. THE FACT THAT A CLAIM AGAINST OTHERS IS NOT LISTED IN THIS SCHEDULE B DOES NOT CONSTITUTE A WAIVER OF ANY CLAIM THAT MAY LATER BE DETERMINED TO BE HELD BY THE DEBTOR OR ITS ESTATE. THE DEBTOR RESERVES THE RIGHT TO ASSERT SUCH CLAIM BY OFFSET OR OTHERWISE.		UNKNOWN
22. PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY. GIVE PARTICULARS.	X			
23. LICENSES, FRANCHISES, AND OTHER GENERAL INTANGIBLES. GIVE PARTICULARS.	X			
24. CUSTOMER LISTS OR OTHER COMPILATIONS CONTAINING PERSONALLY IDENTIFIABLE INFORMATION PROVIDED TO THE DEBTOR BY INDIVIDUALS IN CONNECTION WITH OBTAINING A PRODUCT OR SERVICE FROM THE DEBTOR PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.	X			
25. AUTOMOBILES, TRUCKS, TRAILERS, OTHER VEHICLES AND ACCESSORIES.	X			
26. BOATS, MOTORS, AND ACCESSORIES.	X			
27. AIRCRAFT AND ACCESSORIES.	X			
28. OFFICE EQUIPMENT, FURNISHINGS, AND SUPPLIES.	X			

Debtor

(if known)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
29. MACHINERY, FIXTURES, EQUIPMENT AND SUPPLIES USED IN BUSINESS.	X			
30. INVENTORY.	X			
31. ANIMALS.	X			
32. CROPS - GROWING OR HARVESTED. GIVE PARTICULARS.	X			
33. FARMING EQUIPMENT AND IMPLEMENTS.	X			
34. FARM SUPPLIES, CHEMICALS, AND FEED.	X			
35. OTHER PERSONAL PROPERTY OF ANY KIND NOT ALREADY LISTED. ITEMIZE.	X			
Total			\$0.00	

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

Debtor

(if known)

### SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER <i>(See Instructions Above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. JP MORGAN ROBERT KAULIUS 530 FIFTH AVENUE NEW YORK, NY 10036	X		AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF MAY 21, 2008 (AS MAY HAVE BEEN AMENDED)  VALUE UNKNOWN	X			\$72,411,090.94	UNKNOWN
ACCOUNT NO. SUN CAPITAL PARTNERS MANAGMENT III, LLC 5200 TOWN CENTER CIRCLE BOCO RATON, FL 33486	X		AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF MAY 21, 2008 (AS MAY HAVE BEEN AMENDED)  VALUE UNKNOWN	X			\$30,275,416.66	UNKNOWN

	\$102,686,507.60
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In re CARADON LEBANON, INC.

Case No. 09-10985

Debtor

(if known)

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER <i>(See Instructions Above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATE	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. US BANK CM-9690 ST. PAUL, MN 55170-9690	X		11.5% SECOND - PRIORITY SENIOR SECURED NOTES DUE 2014 VALUE UNKNOWN	X			\$207,919,914.00	UNKNOWN

Sheet no. 2 of 2 sheet(s) attached to Schedule of Creditors Holding Secured Claims

Subtotal (Total(s) of this page)	\$207,919,914.00	
Total (Use only on the last page)	\$310,606,421.60	

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

Debtor

(if known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

**Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

**Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

**Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

**Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).



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(if known)

**Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,400\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

**Deposits by individuals**

Claims of individuals up to \$2,425\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

**Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

**Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

**Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Debtor

(if known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCOUNT NO. DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE OGDEN, UT 84201-0012			TAXES - FEDERAL INCOME	X	X	X	UNKNOWN	UNKNOWN	UNKNOWN
ACCOUNT NO. TENNESSEE DEPARTMENT OF REVENUE ANDREW JACKSON STATE OFFICE BUILDING 500 DEADERICK ST. NASHVILLE, TN 37242			TAXES - STATE INCOME, OTHER	x	x	x	UNKNOWN	UNKNOWN	UNKNOWN

Subtotal		
Total		
Totals		

Debtor

(if known)

### SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured nonpriority claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. INDALEX USA PENSION PLAN. PLAN NUMBER 027 C/O MERCER 212 CARNEGIE CENTER PRINCETON, NJ 08540-6236	x		PENSION PLAN CLAIM	X	X		UNKNOWN
ACCOUNT NO. PENSION PLAN FOR EMPLOYEES OF THE ALUMINUM INDUSTRY AND ALLIED INDUSTRIES OF THE GREATER YOUNGSTOWN, OH. PLAN NUMBER 024 BOETGER & ASSOCIATES, INC. BAYVIEW OFFICE PARK 410 CRANBERRY ST., SUITE 210 ERIE, PA 16507	x		PENSION PLAN CLAIM	X	X		UNKNOWN
ACCOUNT NO. PENSION PLAN FOR EMPLOYEES OF THE ALUMINUM INDUSTRY AND ALLIED INDUSTRIES OF THE GREATER YOUNGSTOWN, OH. PLAN NUMBER 025 BOETGER & ASSOCIATES, INC. BAYVIEW OFFICE PARK 410 CRANBERRY ST., SUITE 210 ERIE, PA 16507	x		PENSION PLAN CLAIM	X	X		UNKNOWN

Subtotal

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Debtor

(if known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTROR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO.							
PENSION PLAN FOR EMPLOYEES OF THE ALUMINUM INDUSTRY AND ALLIED INDUSTRIES OF THE GREATER YOUNGSTOWN, OH. PLAN NUMBER 026 BOETGER & ASSOCIATES, INC. BAYVIEW OFFICE PARK 410 CRANBERRY ST., SUITE 210 ERIE, PA 16507	x		PENSION PLAN CLAIM	x	x		UNKNOWN
ACCOUNT NO.							
RICHMOND, TIMOTHY, W C/O TOM RAMER OR KAREN VANDERWERF 111LYON NW GRAND RAPIDS, MI 49503			WORKMENS COMPENSATION CLAIM	x	x	x	UNKNOWN

Subtotal	
Total	

Debtor

(if known)

### SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
NONE	

Debtor

(if known)

**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
632 6765 CANADA INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	JP MORGAN (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) ROBERT KAULIUS 530 FIFTH AVENUE NEW YORK, NY 10036
DOLTON ALUMINUM COMPANY, INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	JP MORGAN (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) ROBERT KAULIUS 530 FIFTH AVENUE NEW YORK, NY 10036
INDALEX HOLDING CORP. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	JP MORGAN (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) ROBERT KAULIUS 530 FIFTH AVENUE NEW YORK, NY 10036
INDALEX HOLDINGS (B.C.) LTD. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	JP MORGAN (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) ROBERT KAULIUS 530 FIFTH AVENUE NEW YORK, NY 10036
INDALEX HOLDINGS FINANCE, INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	JP MORGAN (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) ROBERT KAULIUS 530 FIFTH AVENUE NEW YORK, NY 10036
INDALEX INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	JP MORGAN (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) ROBERT KAULIUS 530 FIFTH AVENUE NEW YORK, NY 10036

In re **CARADON LEBANON, INC.**

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**SCHEDULE H - CODEBTORS**

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
INDALEX LIMITED 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	JP MORGAN (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) ROBERT KAULIUS 530 FIFTH AVENUE NEW YORK, NY 10036
INDALEX UK LIMITED 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	JP MORGAN (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) ROBERT KAULIUS 530 FIFTH AVENUE NEW YORK, NY 10036
NOVAR INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	JP MORGAN (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) ROBERT KAULIUS 530 FIFTH AVENUE NEW YORK, NY 10036
632 6765 CANADA INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	SUN CAPITAL PARTNERS (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) MANAGMENT III, LLC 5200 TOWN CENTER CIRCLE BOCO RATON, FL 33486
DOLTON ALUMINUM COMPANY, INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	SUN CAPITAL PARTNERS (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) MANAGMENT III, LLC 5200 TOWN CENTER CIRCLE BOCO RATON, FL 33486
INDALEX HOLDING CORP. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	SUN CAPITAL PARTNERS (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) MANAGMENT III, LLC 5200 TOWN CENTER CIRCLE BOCO RATON, FL 33486
INDALEX HOLDINGS (B.C.) LTD. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	SUN CAPITAL PARTNERS (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) MANAGMENT III, LLC 5200 TOWN CENTER CIRCLE BOCO RATON, FL 33486
INDALEX HOLDINGS FINANCE, INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	SUN CAPITAL PARTNERS (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) MANAGMENT III, LLC 5200 TOWN CENTER CIRCLE BOCO RATON, FL 33486

Debtor

(if known)

**SCHEDULE H - CODEBTORS**

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
INDALEX INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	SUN CAPITAL PARTNERS (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) MANAGMENT III, LLC 5200 TOWN CENTER CIRCLE BOCO RATON, FL 33486
INDALEX LIMITED 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	SUN CAPITAL PARTNERS (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) MANAGMENT III, LLC 5200 TOWN CENTER CIRCLE BOCO RATON, FL 33486
INDALEX UK LIMITED 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	SUN CAPITAL PARTNERS (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) MANAGMENT III, LLC 5200 TOWN CENTER CIRCLE BOCO RATON, FL 33486
NOVAR INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	SUN CAPITAL PARTNERS (AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF MAY 21, 2008) MANAGMENT III, LLC 5200 TOWN CENTER CIRCLE BOCO RATON, FL 33486
DOLTON ALUMINUM COMPANY, INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	US BANK (11.5% SECOND- PRIORITY SENIOR SECURED NOTES, DUE 2014) CM-9690 ST. PAUL, MN 55170-9690
INDALEX HOLDING CORP. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	US BANK (11.5% SECOND- PRIORITY SENIOR SECURED NOTES, DUE 2014) CM-9690 ST. PAUL, MN 55170-9690
INDALEX HOLDINGS FINANCE, INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	US BANK (11.5% SECOND- PRIORITY SENIOR SECURED NOTES, DUE 2014) CM-9690 ST. PAUL, MN 55170-9690
INDALEX INC. 75 TRISTATE INTERNATIONAL LINCOLNSHIRE, IL 60069	US BANK (11.5% SECOND- PRIORITY SENIOR SECURED NOTES, DUE 2014) CM-9690 ST. PAUL, MN 55170-9690



In re CARADON LEBANON, INC.

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Debtor

(if known)

## DECLARATION CONCERNING DEBTOR'S SCHEDULES

### DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION

I, , the of Caradon Lebanon, Inc., declare under penalty of perjury that I have read the foregoing summary and schedules and that they are true and correct to the best of my knowledge, information, and belief.

Date

5/20/09

Signature



TIMOTHY R.J. STUBBS

[Print or type name of individual signing on behalf of debtor.]

PRESIDENT AND CEO

[Indicate position or relationship to debtor]

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 and 3571.