

ALCAN INC  
Form SC 13D  
November 02, 2007

**UNITED STATES  
SECURITIES AND EXCHANGE  
COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D**  
Under the Securities Exchange Act of 1934

**Alcan Inc.**

(Name of Issuer)

**Common Shares**

(Title of Class of Securities)

**013716105**

(CUSIP Number)

**Ben Mathews**

**Rio Tinto plc**

**6 St James s Square**

**London SW1Y 4LD**

**United Kingdom**

**Tel: 011 44 20 7930 2399**

**with a copy to**

**Thomas B. Shropshire, Jr.**

**Linklaters LLP**

**One Silk Street**

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**London EC2Y 8HQ**

**United Kingdom**

**Tel: 011 44 20 7456 2000**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**October 25, 2007**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be filed for the purpose of Section 18 of the Securities Exchange Act of 1934 ( Act ) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)

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CUSIP No. 013716105

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Rio Tinto plc
2. Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
3. SEC Use Only
4. Source of Funds (See Instructions)  
BK
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6. Citizenship or Place of Organization  
England
7. Sole Voting Power  
0
8. Shared Voting Power  
338,285,561
9. Sole Dispositive Power  
0
10. Shared Dispositive Power  
338,285,561
11. Aggregate Amount Beneficially Owned by Each Reporting Person  
338,285,561
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13. Percent of Class Represented by Amount in Row (11)  
89.923%
14. Type of Reporting Person (See Instructions)  
OO

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

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CUSIP No. 013716105

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Rio Tinto Canada Holding Inc.
2. Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
3. SEC Use Only
4. Source of Funds (See Instructions)  
BK, AF
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6. Citizenship or Place of Organization  
Canada
- |   |     |   |
|---|-----|---|
|   | 7.  | Sole Voting Power<br>0                  |
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person With | 8.  | Shared Voting Power<br>338,285,561      |
|   | 9.  | Sole Dispositive Power<br>0             |
|   | 10. | Shared Dispositive Power<br>338,285,561 |
11. Aggregate Amount Beneficially Owned by Each Reporting Person  
338,285,561
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13. Percent of Class Represented by Amount in Row (11)  
89.923%
14. Type of Reporting Person (See Instructions)  
CO

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### Item 1. Security and Issuer

This statement on Schedule 13D relates to 338,285,561 common shares (including the associated rights issued and outstanding under the Alcan Shareholders Rights Agreement, made as of December 14, 1989, amended on February 8, 1990 and March 5, 1990, approved by shareholders on April 26, 1990, amended and restated on March 2, 1995 and April 24, 1995, reconfirmed by shareholders on April 27, 1995, amended and restated on April 22, 1999, reconfirmed by shareholders on April 22, 2002 and amended on April 28, 2005, between Alcan and CIBC Mellon Trust Company, as rights agent) (the **Alcan Common Shares**), of Alcan Inc., a corporation incorporated under the laws of Canada ( **Alcan** ), with its principal executive offices located at 1188 Sherbrooke Street West, Montreal, Quebec, Canada H3A 3G2, and is being filed pursuant to Rule 13d-1 under the Securities Exchange Act of 1934 (the **Exchange Act** ).

### Item 2. Identity and Background

This statement on Schedule 13D is being filed by Rio Tinto plc, a public limited company organized under the laws of England and Wales ( **Rio Tinto** ), and by Rio Tinto Canada Holding Inc., a corporation incorporated under the laws of Canada and an indirect wholly-owned subsidiary of Rio Tinto plc (the **Offeror** ). Rio Tinto and the Offeror are referred to collectively as the **Reporting Persons**.

Rio Tinto is a leading international mining group headquartered in the United Kingdom, combining Rio Tinto and its group undertakings and Rio Tinto Limited and its group undertakings in a dual listed companies structure that has created a single economic enterprise. The principal executive offices of Rio Tinto are located at 6 St. James's Square, London SW1Y 4LD, United Kingdom. The address of the registered offices of Rio Tinto is the same as the address of Rio Tinto's principal executive offices.

The Offeror was incorporated specifically for the purpose of acquiring Alcan Common Shares and has not carried on any other business to date. The Offeror's registered office is located at 770 Sherbrooke Street West, Suite 1800, Montreal, Quebec H3A 1G1, Canada.

Information required to be disclosed herein with respect to the Reporting Persons, their directors and executive officers is set forth in Schedule A hereto and the information set out in Schedule A hereto is incorporated herein by this reference.

During the past five years, none of the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the directors or executive officers listed in Schedule A (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, U.S. federal or state securities laws or finding any violations with respect to such laws.

### Item 3. Source and Amount of Funds or Other Consideration

The aggregate purchase price for the Alcan Common Shares tendered in the Offer described in Item 4 below was approximately \$34.2 billion. The Reporting Persons funded the purchase of the Alcan Common Shares through funds provided by a new credit facility agreement. Rio Tinto, the Offeror and Rio Tinto Finance plc, a subsidiary of Rio Tinto, entered into a facility agreement dated July 12, 2007, (the **Facility Agreement** ) with Credit Suisse, Deutsche Bank AG, London Branch, The Royal Bank of Scotland plc and Societe Generale. The Facility Agreement comprises two term facilities and two revolving facilities for a total amount of up to U.S.\$40 billion. The funds made available under the Facility Agreement have been used in part to fund the purchase of the Alcan Common Shares.

All information contained in the sections entitled **Source and Amount of Funds** of the take-over bid circular (the **Circular** ) dated July 24, 2007 attached as Exhibit (a)(1)(A) to the Schedule TO-T (the **Schedule TO** ) filed by the Reporting Persons with the Securities and Exchange Commission on July 24, 2007 and **Source and Amount of Funds** of the notice of extension (the **Notice of Extension** ), dated September 17, 2007, attached as Exhibit 99.(a)(5)(T) to the Schedule TO-T/A filed by the Reporting Persons on September 17, 2007 is incorporated herein by reference.

### Item 4. Purpose of Transaction

Pursuant to the Support Agreement dated July 12, 2007, as amended on July 20, 2007 with effect as of July 12, 2007, between Alcan, the Offeror and Rio Tinto (the **Support Agreement** ), the Offeror commenced a tender offer to purchase all of the outstanding Alcan Common Shares at a purchase price of \$101 per share, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions set forth in the Circular and in the related Letter of Transmittal (the **Letter of Transmittal** ) (which, together with the Circular and

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any amendments or supplements thereto, are referred to herein collectively as the Offer ) on July 24, 2007. The initial offering period expired at 6:00 p.m., Eastern Time, on October 23, 2007 (the **Initial Offering Period** ), at which time the Reporting Persons accepted the approximately 298,759,912 Alcan Common Shares that had been validly tendered and not withdrawn (not including Alcan Common Shares delivered through notices of guaranteed delivery) in connection with the Offer, represented approximately 79.41% of the outstanding shares on a fully diluted basis. The Reporting Persons commenced a subsequent offering period on October 24, 2007, which will expire at 6:00 p.m. Eastern Time on November 8, 2007, unless extended (the **Subsequent Offering Period** ). From the beginning of the Subsequent Offering Period to date, the Reporting Persons have accepted approximately 39,525,649 additional Alcan Common Shares tendered in the Offer. All Alcan Common

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Shares acquired pursuant to the Offer have been acquired at the offer price of \$101 per share for an aggregate purchase amount of approximately \$34.2 billion.

The Offeror is making the Offer in order to acquire all of the issued and outstanding Alcan Common Shares. Following the conclusion of the Offer, the Offeror will, subject to applicable law, seek to acquire, directly or indirectly, all remaining outstanding Alcan Common Shares not tendered under the Offer, if any, by way of a subsequent acquisition transaction. In order to effect a subsequent acquisition transaction, the Offeror may seek to cause a special meeting of the Alcan shareholders to be called to consider an amalgamation, plan of arrangement, capital reorganization, consolidation or other transaction as a result of which the Offeror or one of its affiliates would, directly or indirectly, acquire all of the remaining Alcan Common Shares. If the Offeror acquires over 90% of the outstanding Alcan Common Shares under the Offer, it intends to acquire the remaining outstanding shares through a compulsory acquisition pursuant to section 206 of the Canadian Business Corporations Act.

Pursuant to the Support Agreement, the Offeror is entitled to designate such number of members of the board of directors of Alcan, and any committees thereof, as is proportionate to the percentage of the outstanding Alcan Common Shares owned from time to time by the Offeror, and Alcan will cooperate fully with the Offeror, subject to all applicable laws, to enable the Offeror's designees to be elected or appointed, including, at the request of the Offeror, using its reasonable best efforts to increase the size of the board of directors of Alcan and to secure the resignations of such directors as the Offeror may request. As of October 25, 2007, five persons designated by the Offeror became members of the board of directors of Alcan and eight incumbent directors resigned.

If permitted by applicable law, the Offeror intends to cause Alcan to cease to be a reporting issuer under Canadian securities legislation and to apply to delist the Alcan Common Shares from the Toronto Stock Exchange, the New York Stock Exchange, the SWX Swiss Exchange, the London Stock Exchange, Euronext Paris and Euronext Brussels (with respect to the international depository receipts) and to cause the Alcan Common Shares to be deregistered under the Exchange Act as soon as practicable after the completion of the Offer.

Following the completion of the Offer, Rio Tinto intends to focus on the integration of its aluminum business operations with those of Alcan in order to maximize synergies and optimize operational effectiveness. Rio Tinto intends to retain its focus on mining and metals activities by the divestment of Alcan's Packaging division, as jointly agreed with Alcan.

All information contained in the sections entitled Purpose of the Offer, Support Agreement, Relationships Between the Offeror and Alcan, Effect of the Offer on the Market for Alcan Common Shares: Stock Exchange Listing and Public Disclosure, and Acquisition of Shares Not Deposited of the Circular is incorporated herein by reference.

Except as set forth in this statement (including any information incorporated herein by reference) and in connection with the transaction described above, neither Reporting Person has any plan or proposal that relates to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

References to, and descriptions of, the Support Agreement as set forth above in this Item 4 are qualified in their entirety by reference to the Support Agreement, filed as Exhibit (d)(1) to the Schedule TO and incorporated in this Item 4 in its entirety where such references and descriptions appear.

Item 5. Interest in Securities of the Issuer  
The information set out in response to Items 3 and 4 is incorporated herein by this reference.

(a) and (b)

Rio Tinto and the Offeror beneficially own 338,285,561 Alcan Common Shares amounting to 89.923% of the total outstanding Alcan Common Shares. They each have shared voting and dispositive power over all of these shares.

The calculation of percentage of Alcan Common Shares herein is based on information as of November 1, 2007 as provided to the Reporting Persons by the Depository for the Offer.

Except as set forth in Item 5(a) and (b) of this statement, neither the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons set forth on Schedule A hereto, beneficially owns Alcan Common Shares.

(c) Except as set forth in Item 4 of this statement, none of the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons set forth on Schedule A hereto has effected any transaction in Alcan Common Shares during the past 60 days.

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(d) Except as set forth in this statement, none of the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons listed on Schedule A has the right to receive or the power to direct the receipt of dividends from, or the proceeds of sale of, securities covered by this Statement.



(e) Not applicable.

Item 6.

Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information set out in response to Items 3, 4 and 5 is incorporated herein by this reference. All information contained in the section entitled

Background to the Offer of the Circular is incorporated herein by reference. Except as disclosed in this statement or as set forth in or contemplated by the Support Agreement, there are no contracts, understandings or relationships between the Reporting Persons and any third person with respect to the Alcan Common Shares.

Item 7.

Material to Be Filed as Exhibits

**Exhibit**

**Description**

- 1 Facility Agreement, dated July 12, 2007, among Rio Tinto, Credit Suisse, Deutsche Bank AG, London Branch, The Royal Bank of Scotland plc, and Societe Generale, incorporated by reference to Exhibit (b)(1) to the Schedule TO-T filed by the Reporting Persons on July 24, 2007.
- 2 Circular, dated July 24, 2007, incorporated by reference to Exhibit (a)(1)(A) to the Schedule TO-T filed by the Reporting Persons on July 24, 2007.
- 3 Notice of Extension, dated September 17, 2007, incorporated by reference to Exhibit 99.(a)(5)(T) to the Schedule TO-T/A filed by the Reporting Persons on September 17, 2007.
- 4 Support Agreement, dated July 12, 2007, as amended on July 20, 2007 with effect as of July 12, 2007, between Alcan, the Offeror and Rio Tinto, incorporated by reference to Exhibit (d)(1) to the Schedule TO-T filed by the Reporting Persons on July 24, 2007.
- 5 Joint Filing Agreement, dated November 2, 2007, by and between Rio Tinto and the Offeror.

**Signature**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

RIO TINTO PLC

By: */s/ Guy Elliott*  
Guy Elliott  
Finance Director

RIO TINTO CANADA HOLDING INC.

By: */s/ Ian Ratnage*  
Ian Ratnage  
Director

Date: November 2, 2007

**Schedule A****Directors and Executive Officers of Rio Tinto and the Offeror****Directors and Executive Officers of Rio Tinto plc**

The following table sets forth the name, business address and present principal occupation or employment of each executive officer and director of Rio Tinto. Except as otherwise indicated below, the business address of each person set forth on this Schedule A is: 6 St. James's Square, London SW1Y 4LD, United Kingdom.

*Directors*

Paul Skinner (Chairman)	Citizenship: Principal Occupation:	United Kingdom Chairman of Rio Tinto
Tom Albanese	Citizenship: Principal Occupation:	United States Chief Executive of Rio Tinto
Guy Elliott	Citizenship: Principal Occupation:	United Kingdom Chief Financial Officer and Finance Director of Rio Tinto
Ashton Calvert	Citizenship: Principal Occupation:	Australia Director
Sir David Clementi	Citizenship: Principal Occupation:	United Kingdom Director
Vivienne Cox	Citizenship: Principal Occupation: Address:	United Kingdom Executive Vice President of BP p.l.c. for Gas Power & Renewables and Integrated Supply & Trading. 1 St. James's Square, London SW1Y 4PD, UK
Sir Rod Eddington	Citizenship: Principal Occupation:	Australia Director
Michael Fitzpatrick	Citizenship: Principal Occupation:	Australia Director
Richard Goodmanson	Citizenship: Principal Occupation: Address:	United States Executive Vice President and Chief Operating Officer of DuPont 1007 Market Street, Wilmington, Delaware

19898, USA

Andrew Gould	Citizenship:	United Kingdom
	Principal Occupation:	Chairman and Chief Executive Officer of Schlumberger Limited
	Address:	5599 San Filipe, 17 <sup>th</sup> Floor, Houston, TX 77056, USA
Lord Kerr of Kinlochard	Citizenship:	United Kingdom
	Principal Occupation:	Director
David Mayhew	Citizenship:	United Kingdom
	Principal Occupation:	Chairman of JP Morgan Cazenove
	Address:	20 Moorgate, London EC2R 6DA, UK
Sir Richard Sykes	Citizenship:	United Kingdom
	Principal Occupation:	Rector of Imperial College, London
	Address:	Imperial College London, South Kensington Campus, London SW7 2AZ
Yves Fortier,	Citizenship:	Canada
	Principal Occupation:	Chairman and Senior Partner, Ogilvy Renault
	Address:	Suite 1100, 1981 McGill College Avenue, Montréal, Quebec H3A 3C1
Paul Tellier	Citizenship:	Canada
	Principal Occupation:	Director
Dick Evans	Citizenship:	Canada
	Principal Occupation:	Chief Executive of Rio Tinto Alcan

*Execu(4) no Default (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other indebtedness, and in each case, the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;*

(5) the Issuer shall have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer; and

(6) the Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

Satisfaction and Discharge. The Indenture shall be discharged and shall cease to be of further effect as to all Notes, when either:

(1) all Notes heretofore authenticated and delivered, except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has heretofore been deposited in trust, have been delivered to the Trustee for cancellation; or

(2) (i) all Notes not heretofore delivered to the Trustee for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise, will become due and payable within one year or are to be called for redemption and redeemed within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and the Issuer has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders of the Notes, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient without

consideration of any reinvestment of interest to pay and discharge the entire indebtedness on the Notes not heretofore delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(ii) no Default (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness to the extent such Indebtedness is simultaneously being discharged or repaid and the granting of Liens in connection therewith) with respect to the Indenture or the Notes shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under any other material agreement or instrument to which the Issuer is a party or by which the Issuer is bound;

(iii) the Issuer has paid or caused to be paid all sums payable by it under the Indenture; and

(iv) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Notes at maturity or the Redemption Date, as the case may be.

In addition, the Issuer shall deliver an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Notwithstanding the satisfaction and discharge of the Indenture, if money shall have been deposited with the Trustee pursuant to subclause (i) of clause (2) above, the provisions of Section 11.02 and Section 9.07 of the Indenture shall survive.

Application of Trust Money. Subject to the provisions of Section 9.07 of the Indenture, all money deposited with the Trustee pursuant to Section 11.01 of the Indenture shall be held in trust and applied by it, in accordance with the provisions of the Notes and the Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 11.01 of the Indenture by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer's obligations under the Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 11.01 of the Indenture; provided that if the Issuer has made any payment of principal of, premium, if any, or interest on any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

(e) Evidence as to compliance with conditions and covenants

The Issuer shall, and shall cause the Owner to, provide to each Holder, or cause the Trustee to provide to each Holder, (1) an annual audited balance sheet and income statement of the Issuer and the Owner within 90 days following the end of each fiscal year and (2) monthly unaudited balance sheets and income statements of the Owner and each of the Trusts and the account statement of each segregated account into which any Runoff Proceeds are deposited within 45 days following the end of each month. The Issuer shall provide to each Holder, or cause the Trustee to provide to each Holder, a monthly statement of the Collateral Account, including the amount and nature of any of its investments and any gain or loss associated therewith, within 30 days following the end of each month.

So long as any of the Notes are outstanding, the Issuer will deliver to the Trustee, within 5 days after any Officer becomes aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Issuer is taking or proposes to take with respect thereto. The Issuer shall furnish to the Trustee not less than annually, an Officers' Certificate as to his or her knowledge of the Issuer's compliance with all conditions and covenants under the Indenture.

If a Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Holders of Notes a notice of the Default within 90 days after it occurs. Except in the case of a Default relating to the payment of principal, premium, if any, or interest on any Note, the Trustee may withhold from the Holders notice of any continuing Default if and so long as the board of directors, the executive committee or a trust committee of directors and/or Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in the Indenture (other than a certificate provided pursuant to Section 5.06 or Trust Indenture Act Section 314(a)(4)) shall comply with the provisions of Trust Indenture Act Section 314(e) and shall include:

- (1) a statement that the Person making such certificate or opinion has read such covenant or condition;



(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with (and, in the case of an Opinion of Counsel, may be limited to reliance on an Officer's Certificate, certificates of public officials or reports or opinions of experts as to matters of fact); and

(4) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

9. Other Obligors.

Other than the Applicant, no other person is an obligor with respect to the Notes.

CONTENTS OF APPLICATION FOR QUALIFICATION

This application for qualification comprises:

(a) Pages numbered 1 to 14, consecutively.

(b) The Statement of Eligibility and Qualification on Form T-1 of Wilmington Trust, National Association, as trustee, under the Indenture to be qualified.

(c) The following exhibits in addition to those filed as part of the Statement of Eligibility and Qualification of the trustee:

Exhibit T3A.1 Amended and Restated Articles of Incorporation of Washington Mutual, Inc., as amended on January 22, 2001, February 8, 2001, June 22, 2006, September 15, 2006, December 12, 2006, May 23, 2007 and December 17, 2007 (incorporated by reference to Exhibit 3.1 to the Annual Report on Form 10-K for the year ended December 31, 2007, filed by Washington Mutual, Inc. on February 29, 2008).

Exhibit T3A.2 Articles of Amendment to the Amended and Restated Articles of Incorporation of Washington Mutual, Inc., dated April 9, 2008, April 9, 2008 and June 27, 2008.\*\*

Exhibit T3B.1 Restated Bylaws of Washington Mutual, Inc., as amended on June 25, 2009.\*\*

Exhibit T3C.1 Form of Indenture between Washington Mutual, Inc. and Wilmington Trust, National Association, as trustee.\*\*

Exhibit T3D.1 Not Applicable.

Exhibit T3E.1 Disclosure Statement relating to the Seventh Amended Joint Plan of Reorganization of Affiliated Debtors of Washington Mutual, Inc., a Washington corporation, et al., dated December 12, 2011. \*

Exhibit T3E.2 Seventh Amended Joint Plan of Reorganization of Affiliated Debtors. \*

Exhibit T3F.1

Signature



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Cross-reference sheet showing the location in the Indenture of the provisions inserted therein pursuant to Section 310 through 318(a), inclusive, of the Trust Indenture Act of 1939 (included in Exhibit T3C.1 hereto).\*\*

Exhibit 25.1 Statement of Eligibility and Qualification on Form T-1 of Wilmington Trust, National Association, as trustee under the Indenture to be qualified .\*\*

\* Previously filed.

\*\* Filed herewith.

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SIGNATURES

Pursuant to the requirements of the Trust Indenture Act of 1939, the Applicant below has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the city of Seattle, and State of Washington, on the 9th day of March, 2012.

WASHINGTON MUTUAL, INC.

(SEAL)

By: /s/ Charles Edward Smith  
Name: Charles Edward Smith  
Title: Executive Vice President

Attest:  
/s/ Jonathan Goulding  
Name: Jonathan Goulding  
Title: Treasurer