

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF COVER-ALL HOLDING CORP., COVER-ALL BUILDING SYSTEMS INC.
AND THOSE ENTITIES LISTED IN SCHEDULE "A" HERETO

BEFORE THE HONOURABLE	)	AT THE CALGARY COURTS CENTRE
MR. JUSTICE LOVECCHIO	)	IN THE CITY OF CALGARY, IN THE
	)	PROVINCE OF ALBERTA, ON FRIDAY,
	)	THE 23 RD DAY OF APRIL, 2010.
	)	

CCAA TERMINATION ORDER

THIS MOTION, made by Cover-All Holding Corp., Cover-All Building Systems Inc. and those entities listed in Schedule "A" hereto (the "**Applicants**") for an order terminating provisions of the Order of this Honourable Court granted March 24, 2010 under the *Companies' Creditors Arrangement Act* (the "**Initial Order**"), was heard this day at the Calgary Courts Centre in Calgary, Alberta.

ON READING the Affidavit of Nathan Stobbe sworn April 19, 2010 (the "**Second Affidavit**") and the First Report of Ernst & Young Inc., in its capacity as Monitor (the "**Monitor**") of the Applicants (the "**First Report**"), all filed, and upon noting that Canadian Imperial Bank of Commerce ("**CIBC**") and the other lenders under the Applicants' Senior Credit Agreement and Subordinate Credit Agreement (each as defined in the Second Affidavit) (collectively, with CIBC, the "**Lenders**"), and other secured parties who are likely to be affected by the within proceedings have been provided notice of this Motion, on hearing the submissions of counsel for the Applicants, counsel for the Monitor, and counsel for the Lenders, no one else appearing although duly served as appears from the Affidavit of Service filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this Motion is properly returnable on April 23, 2010 and hereby dispenses with further service thereof.

ACTIVITIES OF THE MONITOR

2. **THIS COURT ORDERS** that the First Report, all of the appendices attached to the First Report and the actions and activities of the Monitor as reported in the First Report be and are hereby approved and that the Monitor has satisfied all of its obligations up to and including the date of this Order.

3. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its legal counsel, as described in the First Report, be and are hereby approved.

TERMINATION OF CCAA PROCEEDINGS

4. **THIS COURT ORDERS** that all capitalized terms not defined in this Order shall have the meaning given to them in the Initial Order.

5. **THIS COURT ORDERS** that, except as expressly set out in this Order or in any Order of this Honourable Court to be made concerning the appointment of PricewaterhouseCoopers Inc. as receiver of the assets, property and undertaking of the Applicants (the “**Receiver**”), the provisions of the Initial Order and the CCAA proceedings in respect of the Applicants (the “**CCAA Proceedings**”) are hereby terminated.

6. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, the following obligations and liabilities shall continue and the Receiver shall pay the following obligations and liabilities on the same terms and conditions as would otherwise apply to the Applicants:

- a) wages, salaries, employee benefits, vacation pay and expenses in relation to employment and work done from the date of the Initial Order to the date of this Order provided that any such amounts paid by the Receiver shall, if applicable, be credited against the Receiver's obligations to pay the amounts prescribed by s. 81.4(1) of the *Bankruptcy and Insolvency Act*;
- b) all obligations and liabilities as provided for in paragraph 30 of the Initial Order, that have not been paid as of the date of this Order; and
- c) without duplication to subparagraph b), the reasonable fees and disbursements incurred in connection with the Applicants and these CCAA proceedings up to and including the date of this Order, in each case at their standard rates and charges, that have not been paid as of the date of this Order, of:
 - i. the Monitor and counsel to the Monitor (including, without limitation, Canadian and U.S. counsel);
 - ii. counsel to the Applicants (including, without limitation, Canadian and U.S. counsel); and

- iii. counsel to the Lenders (including, without limitation, Canadian and U.S. counsel) and, as applicable, financial advisors and appraisers to the Lenders.

DISCHARGE OF THE MONITOR

7. **THIS COURT ORDERS** that the Monitor is hereby discharged and that the Monitor and its employees, affiliates, agents, directors, officers, partners and counsel (collectively, the “Released Parties”) are hereby released from all claims, actions or other proceedings that any Person may have against the Released Parties, whether known or unknown, in any way relating to, arising out of or in connection with the CCAA Proceedings and the Released Parties’ respective conduct in the CCAA Proceedings, save and except for any gross negligence or wilful misconduct on their part, and the Monitor shall have no further obligations, liabilities, responsibilities or duties under the Initial Order or with respect to its actions and conduct under or in respect of the CCAA Proceedings; provided that the Monitor shall have the authority from and after the date of this Order to complete, or assist the Applicants or the Receiver with the completion of, any matters that are incidental to the termination of the CCAA Proceedings, including, without limitation, as set out in paragraph 9 below, and the reasonable fees and costs incurred by the Monitor and its counsel in this regard shall be paid by the Receiver and shall be secured by the Applicants’ Advisors Administration Charge.

8. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any of the rights and protections in favour of the Monitor at law or pursuant to the Initial Order, all of which are expressly continued and confirmed.

CHARGES

9. **THIS COURT ORDERS** that the Charges shall continue to bind the Property in respect of all proper claims under the Charges that accrued prior to and including the date of this Order or in accordance with paragraph 7 hereof until such time as the Monitor files the Monitor's Certificate (defined below) with this Honourable Court in accordance with paragraph 13 below. The Charges shall continue to have the priority set out in the Initial Order and, as among them and the charges created by the Order of this Honourable Court to be made this day appointing the Receiver in respect of the assets, property and undertaking of the Applicants (the "**Receivership Order**"), shall have the priority set out in the Receivership Order.

10. **THIS COURT ORDERS** that notwithstanding paragraph 9 of this Order, the Charges shall be limited to the quantum of such Charges as provided for in the Initial Order.

11. **THIS COURT ORDERS** and directs the Monitor to provide a schedule to the Receiver, on or before April 30, 2010, indicating all outstanding obligations covered by the Charges that have not been paid, including reasonable estimates where actual amounts are not known by April 30, 2010 (the "**Outstanding Charged Obligations Schedule**").

12. **THIS COURT ORDERS** and directs the Receiver (subject to review and approval by the Receiver, acting reasonably, of the Outstanding Charged Obligations Schedule) to forthwith pay all amounts set out in the Outstanding Charged Obligations Schedule (subject to a reimbursement to the Receiver for any overpayments on estimates) to the applicable parties set out therein and, once all such amounts have been paid, to provide written notice to the Monitor notifying the Monitor that the Receiver has paid all amounts set out in the Outstanding Charged Obligations Schedule to the applicable parties (the "**Payment Confirmation Notice**").

13. **THIS COURT ORDERS** and directs the Monitor to file a Monitor's certificate with this Honourable Court certifying that there are no outstanding claims under the Charges (the "**Monitor's Certificate**") within one business day following the Monitor's receipt of the Payment Confirmation Notice.

EFFECT, RECOGNITION AND ASSISTANCE

14. **THIS COURT ORDERS** that the Monitor may from time to time apply to this Court for advice and directions in the discharge of their duties or the interpretation or application of this Order.

15. **THIS COURT REQUESTS** the aid, recognition and assistance of other courts in Canada in accordance with Section 17 of the CCAA, and requests that the courts and judicial, regulatory and administrative bodies of or constituted by the provinces and territories of Canada, the Parliament of Canada, the United States of America, the states and other subdivisions of the United States of America, including, without limitation, the United States Bankruptcy Court for the Eastern District of Pennsylvania, and other nations and states act in aid, recognition and assistance of, and be complementary to, this Court in carrying out the terms of this Order. Each of the Applicants and the Monitor shall be at liberty, and is hereby authorized and empowered, to make such further applications, motions or proceedings to or before such other courts and judicial, regulatory and administrative bodies, and take such other steps, in Canada, the United States of America or elsewhere as may be necessary or advisable to give effect to this Order.

J.C.Q.B.A.

Entered this 23 day
of April, 2010
Clerk of the Court

K. MCAUSLAND

COURT
SEAL

**SCHEDULE A
APPLICANTS**

Cover-All Holding Corp.

Cover-All Building Systems Inc.

Cover-All U.S. Holding Corp.

Summit Structures, LLC

Quick Structures, LLC

Cover-All Holdings U.S., LLC

Summit Structures U.S., LLC

Summit Project Management, LLC

Eastern Cover-All, Inc.

NorthStar Cover-All, LLC

NorthStar Cover-All, Inc.

Action No.: 1001-04270

IN THE COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL DISTRICT OF CALGARY

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

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT
OF COVER-ALL HOLDING CORP.,
COVER-ALL BUILDING SYSTEMS INC.
AND THOSE ENTITIES LISTED IN
SCHEDULE "A" HERETO

CCAA TERMINATION ORDER

GOODMANS LLP

Barristers & Solicitors
Suite 3400, 333 Bay Street
Toronto, Canada M5H 2S7

Jay A. Carfagnini
David Bish
Melaney J. Wagner

Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for the Applicants

McCARTHY TÉTRAULT LLP

Barristers & Solicitors
Suite 3300, 421-7th Avenue S.W.
Calgary AB T2P 4K9

Sean F. Collins
Phone: 403 260-3531
Fax: 403 260-3501

