Action No. _____

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

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED;

AND IN THE MATTER OF THE *JUDICATURE ACT*, R.S.A. 2000, c. J-2, AS AMENDED;

AND IN THE MATTER OF THE RECEIVERSHIP OF COVER-ALL HOLDING CORP., COVER-ALL BUILDING SYSTEMS INC. AND THOSE ENTITIES LISTED IN SCHEDULE "A" HEREOF

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE
as administrative agent

Applicant

-and-

COVER-ALL HOLDING CORP., COVER-ALL BUILDING SYSTEMS INC. AND THOSE ENTITIES LISTED IN SCHEDULE "A" HEREOF

Respondents

AFFIDAVIT OF JOHN MCMURRAY
(Sworn 20 April 2010)

I, **JOHN MCMURRAY**, of the City of Burlington, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a General Manager at Canadian Imperial Bank of Commerce ("**CIBC**"). In this role, I am responsible for the overall administration of the credit facilities extended to Cover-All Building Systems Inc. ("**CBSI**") and the other entities listed in Schedule "A" hereof (together with CBSI, the "**Debtors**") and therefore have personal knowledge of the matters hereinafter deposed to. Where my knowledge is stated to be based on information and belief, I believe such information to be true.

2. This affidavit is sworn in support of CIBC's application for an order, *inter alia*:

(a) if necessary, lifting the stay of proceedings (the "**CCAA Stay**") imposed by Order of the Honourable Mr. Justice S. J. LoVecchio, dated 24 March 2010, (the "**CCAA Initial Order**") in Court File No. 1001-04270 (the "**CCAA Proceedings**") for the purpose of commencing the application for the appointment by the Court of PricewaterhouseCoopers Inc. ("**PwC**") as receiver of the Debtors;

(b) appointing PwC as receiver (the "**Receiver**"), without security, of all of the assets, undertakings and property of the Debtors, including all proceeds thereof (the "**Property**"); and

(c) approving an expedited sale process (the "**Sale Process**") in respect of the Property.

Cover-All and the Senior Lenders

3. The Debtors are the subject of the CCAA Initial Order. A copy of the Initial CCAA Order is attached as **Exhibit "A"**.

4. The Debtors have been in the business of manufacturing pre-engineered membrane building systems for non-residential use. The Debtors' assets include real estate located in Saskatchewan, leased offices located in Alberta, inventory and equipment related to the pre-engineered building systems business, and outstanding accounts receivable. The Debtors are all controlled, directly or indirectly, by CBSI, which has its head office in Calgary, Alberta.

5. A detailed description of the structure and business of the Debtors is included in the Affidavit of Nathan Stobbe, sworn 24 March 2010, (the "**Stobbe Affidavit**") in connection with the Debtors' application for an Initial Order in the CCAA Proceedings. A copy of the Stobbe Affidavit, without exhibits, is attached as **Exhibit "B"**.

6. CIBC is the Administrative Agent for the first and second ranking secured creditors of the Debtors. More specifically, CIBC is the Administrative Agent for itself and The Bank of Nova Scotia under a Senior Credit Agreement, dated 23 October 2007, as between CIBC and

CBSI. CIBC is also the Administrative Agent for itself and Roynat Capital Inc. under a Subordinate Credit Agreement, dated 23 October 2007, as between CIBC and CBSI. With the exception of NorthStar Cover-All, LLC and NorthStar Cover-All, Inc., all of the other Debtors are guarantors of CBSI's obligations under the Senior Credit Agreement and the Subordinate Credit Agreement (the "**Guarantors**").

7. The Senior Credit Agreement provides for:

(a) a term loan in the principal amount of $40,000,000;

(b) a revolving loan in the maximum aggregate principal amount at any time outstanding not to exceed $10,000,000; and

(c) operating loans in an aggregate principal amount at any time outstanding not to exceed $4,000,000.

The Subordinate Credit Agreement provides for an additional term loan to CBSI in the principal amount of $15,000,000. The principal amount owing under the Senior Credit Agreement as of April 20, 2010 is approximately $40,820,000. The principal amount owing under the Subordinate Credit Agreement as of April 20, 2010 is approximately $15,000,000. Copies of the Senior Credit Agreement and the Subordinate Credit Agreement are attached hereto as **Exhibit "C"** and **Exhibit "D"** respectively.

8. Pursuant to a general security agreement and various mortgages and pledge agreements, CBSI and each of the Guarantors granted a security interest to CIBC over all of their respective assets to secure CBSI's obligations under the Senior Credit Agreement. Similarly, CBSI and each of the Guarantors have also granted a security interest to CIBC over all of their respective assets to secure CBSI's obligations under the Subordinate Credit Agreement. Copies of the principal security agreements granted by the Debtors to and for the benefit of the Lenders under the Senior Credit Agreement and the Subordinate Credit Agreement are attached hereto as **Exhibit "E"**.

9. Attached as **Exhibit "F", "G"** and **"H"** are copies of search results in respect of Personal Property Security Act searches conducted in Alberta, Saskatchewan and Ontario.

Default Under the Senior Credit Agreement

10. The Debtors encountered financial difficulty in 2008 as a result of the global recession. These difficulties were exacerbated by the identification of potential engineering issues with one model of the Debtors' product, which necessitated a temporary halt in production of all models while internal and external safety reviews were conducted. Those safety reviews are ongoing. The circumstances giving rise to the Debtors' problems and the reasons for their urgent application for relief under the CCAA are set out in the Stobbe Affidavit.

11. As a result of their financial difficulties, the Debtors were unable to meet certain financial covenants under the Senior Credit Agreement, resulting in an event of default under that agreement. The Debtors received a formal notice of default from CIBC on 16 March 2010.

12. On 24 March 2010 the Debtors applied for and were granted protection from their creditors by the Initial Order in the CCAA Proceedings.

The Need for a Receiver

13. The Initial CCAA Order granted the Debtors a stay of proceedings up to 23 April 2010 to provide the Debtors, the Lenders and Ernst & Young Inc. ("E&Y"), the court-appointed monitor (the "Monitor") time to devise an appropriate restructuring strategy. In consultation with the Debtors and the Monitor, the Lenders have come to the conclusion that the most efficient way to move forward would be through a receivership proceeding, so that an orderly sale of all of the assets of the Debtors can be pursued.

14. When the Debtors applied for protection under the CCAA, the Lenders supported the application. At that time the course forward was uncertain. The Debtors took the view that because of the need to review certain of its designs, it would be prudent to cease operations, lay off most of their employees and cease selling and installing their products.

15. At the time the Debtors applied for and obtained the Initial CCAA Order, the Debtors had not foreclosed the possibility of a restructuring pursuant to which the Debtors would resume their businesses in the future.

16. Following ongoing discussions between the Debtors, their advisors, the Lenders and the Lenders' advisors, the Lenders have concluded that there is no real prospect of a restructuring that would see the Debtors resume their business operations. I understand that Mr. Stobbe and other senior management of the Debtors share that view.

17. Before the commencement of the CCAA proceedings, the Lenders could have demanded payment of all amounts owing and set-off all credit balances in the accounts of the Debtors at CIBC against the amounts owing to the Lenders. The Lenders did not take that course. Instead the Lenders reduced the operating credit available to the Debtors but agreed that the Debtors could continue to have access to and use their existing credit balances and future accounts receivable collections. That is, the Lenders have funded the CCAA proceedings to date.

18. Notwithstanding the support provided by the Lenders, it is anticipated that the Debtors will exhaust their cash resources in a matter of days.

19. The Lenders are not prepared to make additional credit available to the Debtors in the CCAA proceedings either under the existing credit agreements or on a super-priority basis.

20. In these circumstances, the Lenders have come to the conclusion that the best prospect of finding going concern value is through an expedited sale process. I do not believe that conclusion is disputed by the Debtors and I understand that the Debtors will apply to the Court for an order terminating the CCAA Proceedings in order to facilitate the transition to receivership proceedings.

21. The Initial Order contemplated that the Lenders (as well as the Debtors) might reach such a conclusion and provided, in paragraph 33, that the Lenders would be unaffected creditors in the CCAA Proceedings and would be entitled to enforce any and all rights and remedies under the Senior Credit Agreement and the Subordinate Credit Agreement on 2 business days notice. Accordingly, on 16 April 2010, counsel for the Lenders delivered a letter to counsel for the Debtors, with a copy to the CCAA Monitor and its counsel, indicating the Lenders' intention to bring an application for the appointment of PwC as Receiver of the Property. A copy of the letter to counsel for the Debtors, dated 16 April 2010, is attached hereto as **Exhibit "I"**.

22. By letter dated 20 April 2010 Borden Ladner Gervais LLP ("BLG"), the lawyers for the Lenders, delivered a Notice of Intention to Enforce Security pursuant to the provisions of the *Bankruptcy and Insolvency Act* to Goodmans LLP, counsel to the Debtors. Attached hereto and marked as **Exhibit "J"** is a copy of the BLG letter dated 20 April , 2010 attaching a copy of the Notice of Intention to Enforce Security.

23. PwC has been engaged as financial advisor to CIBC throughout the CCAA proceedings and is familiar with the property and business of the Debtors. They have already taken steps to identify and assess the value of the assets of the Debtors, and to devise a marketing strategy for the sale of those assets, including: retaining independent professionals to assess the value of certain real estate owned by the Debtors and dispatching PwC professionals to assess the value of the Debtors' Property.

24. Based on the foregoing, I am of the view that PwC is well placed to act as receiver of the Debtors. PwC is a licensed trustee and has signed a consent to act as receiver of the Debtors in this proceeding. In addition, E&Y are the auditors for CIBC and are therefore conflicted to act as Receiver. A copy of the PwC consent is attached hereto as **Exhibit "K"**.

The Sale Process

25. If PwC is appointed as requested, CIBC is seeking approval of a sale process to be carried out by the receiver to market and sell all of the assets of the Debtors (the "**Sale Process**").

26. I understand that PwC, at the request of the Lenders, will file an affidavit containing a report with the Court, as proposed Receiver, outlining what is proposed in terms of a sale process for the Property, subject to Court approval.

27. I am advised by Gregory Prince, a partner at PwC, and do verily believe that a number of prospective purchasers have already expressed an interest in the assets of the Debtors, including certain parties related to the Debtors, even though the business is not presently operating.

28. In light of the fact that the business is not operating, the Lenders are of the view that an efficient, short and transparent sales process makes the most sense.

29. The Lenders directly and through PwC have consulted with the Debtors and the Monitor and there is no disagreement on the proposed approach. The Lenders are further of the view that the Monitor has acted professionally and properly throughout the CCAA Proceedings.

Conclusion

30. The Lenders are of the view that a receivership is the most fair and expeditious method to dispose of the assets of the Debtors and achieve the maximum recovery for all stakeholders. Such a result was contemplated by the Initial CCAA Order, which provided the Lenders with a mechanism in paragraph 33 to enforce their rights and remedies under the Senior and Subordinate Credit Agreements. PwC is well acquainted with the business and property of the Debtors and it is appropriate for PwC to be appointed as Receiver.

SWORN before me at the City of Toronto, in the Province of Ontario, this 20th day of April, 2010.

A Notary Public in and for the Province of Ontario

JOHN MCMURRAY

SCHEDULE "A"
DEBTORS

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 Management, LLC

Eastern Cover-All, Inc.

NorthStar Cover-All, LLC

NorthStar Cover-All, Inc.

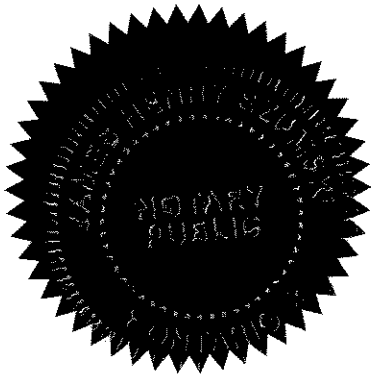
Summit Structures Limited

A

EXHIBIT A

This is the Exhibit marked "A" referred to in the Affidavit of John McMurray sworn before me this 20th day of April, 2010.

Notary Public in and for the Province of Ontario



Action No. 1001-04770

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" HEREOF

BEFORE THE HONOURABLE MR. JUSTICE LOVECCHIO	)	AT THE CALGARY COURTS CENTRE
	)	IN THE CITY OF CALGARY, IN THE
	)	PROVINCE OF ALBERTA, ON
	)	WEDNESDAY THE 24TH DAY OF
	)	MARCH, 2010.

I hereby certify this to be a true copy of the original
Dated this 24 day of March 2010
for Clerk of the Court

INITIAL ORDER

UPON the application of Cover-All Holding Corp., Cover-All Building Systems Inc. and those entities listed in Schedule "A" hereto (the "**Applicants**"), AND UPON having read the Petition, the Affidavit of Nathan Stobbe (the "**Stobbe Affidavit**"); and the Affidavit of Service of Susan M. Scarlett, filed; AND UPON reading the consent of Ernst & Young Inc. to Act as Monitor (the "**Monitor**") 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 Stobbe Affidavit) (collectively, with CIBC, the "**Lenders**") the secured creditors who are likely to be affected by the charges granted herein have been provided notice of this application; AND UPON hearing counsel for the Applicants, the Monitor, the Lenders, no one else appearing although duly served as appears from the Affidavit of Service, filed, IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this Order is hereby abridged and this application is properly returnable today.

APPLICATION

2. The Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. The Applicants shall have the authority to file and may, subject to further Order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**") between, among others, the Applicants and one or more classes of their secured and/or unsecured creditors as they deem appropriate.

POSSESSION OF PROPERTY AND OPERATIONS

4. The Applicants shall:

   (a) remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");

   (b) subject to paragraph 12(a) or further Order of this Court, continue to carry on business in a manner consistent with the preservation of their businesses (the "**Business**") and Property; and

   (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. The Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Stobbe Affidavit (the "**Cash Management System**") and that any bank providing the Cash Management System (the "**Cash Management System Provider**") shall not be under any obligation whatsoever to

inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as Cash Management System Provider, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System. Notwithstanding anything in this Order, the Cash Management System Provider shall have, and shall be deemed to have, a priority charge (ranking after the Applicants' Advisors Administration Charge and the Lenders' Advisors Administration Charge (both as defined below), but in priority to all other charges) for the Cash Management Expenses, where "**Cash Management Expenses**" means any obligations, chargebacks, returns, liabilities, costs, charges, fees or expenses incurred by the Cash Management System Provider under the Cash Management System.

6. To the extent permitted by law, the Applicants shall be entitled but not required to pay the following expenses, incurred prior to or after this Order:

(a) except for termination pay, severance pay or damages for wrongful dismissal, vacation pay and bonuses and expenses (to the extent such bonuses and expenses do not constitute wages) accrued prior to the date of this Order, all outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in connection with these proceedings or any U.S. bankruptcy

proceedings, at their standard rates and charges, all substantially in accordance with the Approved Cash Flows (defined below).

7. Except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order and in carrying out the provisions of this Order, provided the amount of such payments do not vary materially from the cash flow projections approved by the Lenders in writing as may be updated or amended from time to time with the written approval of the Lenders (the "**Approved Cash Flows**"), which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. Notwithstanding any other provision of this Order: (a) any single disbursement proposed to be made by the Applicants or any of them in excess of $50,000 requires the prior written approval of the Lenders; and (b) the Applicants may not spend, utilize, pay, distribute or otherwise disburse any funds not contemplated as a payment or disbursement by the Approved Cash Flows (regardless of whether there are excess funds available), except to the extent that such payments do not vary materially from the Approved Cash Flows.

9. The Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority which are required to be

deducted from employees' wages, including, without limitation, amounts in respect of:

(i) employment insurance,

(ii) Canada Pension Plan; and

(iv) income taxes,

but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

10. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be

negotiated by the Applicants from time to time for the period commencing from and including the date of this Order ("**Rent**"), but shall not pay any rent in arrears.

11. Except as specifically permitted in this Order, the Applicants are hereby directed, until further Order of this Court on notice to the Lenders and the other parties on the service list in these proceedings:

(a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of the date of this Order, except as authorized by this Order;

(b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property except as authorized by this Order; and

(c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. The Applicants shall, subject to the consent of the Lenders and the Monitor with respect to the rights provided in subparagraph (c) of this paragraph, have the right to:

(a) permanently or temporarily cease, downsize or shut down any of their businesses or operations and to dispose of redundant or non-material assets not exceeding $25,000 in any one transaction or $100,000 in the aggregate (or in excess of these amounts, by Order of this Court);

(b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate on such terms as may be agreed upon between the Applicants, as applicable, and such employee, or failing such agreement, to deal with the consequences thereof in the Plan; and

(c) pursue all avenues of refinancing and offers for material parts of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or any sale (except as permitted by subparagraph (a), above),

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

13. The Applicants, as applicable, shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, as applicable, or by further Order of this Court upon application by the Applicants, as applicable, on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicants, as applicable, disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute, and the disclaimer of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

14. If a lease is disclaimed by the Applicants, or any of them, in accordance with Section 32 of the CCAA, then:

(a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants, as applicable, and the Monitor 24 hours' prior written notice; and

(b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any

claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

15. Until and including April 23, 2010, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall be commenced or continued against or in respect of any of the Applicants or the Monitor, or affecting the Business or the Property, except with leave of this Court, the written consent of the applicable Applicants and the Monitor, or as otherwise authorized herein, and any and all Proceedings currently under way against or in respect of any of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of any of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

(a) empower the Applicants, or any of them, to carry on any business which the Applicants are not lawfully entitled to carry on;

(b) exempt the Applicants, or any of them, from compliance with statutory or regulatory provisions relating to health, safety or the environment;

(c) prevent the filing of any registration to preserve or perfect a security interest; or

(d) prevent the registration of a claim for lien.

17. Nothing in this Order shall prevent any party from taking an action against the Applicants, or any of them, where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

18. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, or any of them, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

19. During the Stay Period, all persons having:

(a) statutory or regulatory mandates for the supply of goods and/or services; or

(b) oral or written agreements or arrangements with the Applicants, or any of them, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or one or more of the Applicants

are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants, or any of them, or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided after the date of this Order.

NO OBLIGATION TO ADVANCE MONEY OR EXTEND CREDIT

20. Notwithstanding anything else contained in this Order, no creditor of the Applicants shall be under any obligation after the making of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

21. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants, or any them, whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

22. The Applicants shall indemnify their directors and officers from all claims, costs, charges and expenses relating to the failure of the Applicants, after the date hereof, to make payments of the nature permitted by subparagraphs 6(a), 9(a), 9(b)and 9(c)of this Order which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of the Applicants except to the extent that, with respect to any officer or director, such officer or director has participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct.

23. The directors and officers of the Applicants, or of any of them, shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $500,000, as security for the indemnity provided in paragraph 22 of this Order. The Directors' Charge shall have the priority set out in paragraphs 35 and 37 herein.

24. Notwithstanding any language in any applicable insurance policy to the contrary:

(a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and

(b) the directors and officers of the Applicants, or of any of them, shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 22 of this Order.

APPOINTMENT OF MONITOR

25. Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property and the Applicants' conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

26. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;

(c) assist the Applicants, to the extent required by the Applicants, in their dissemination to the Lenders and/or their financial advisor and counsel, of financial and other information as agreed to between the Applicants and the Lenders which may be used in these proceedings;

(d) advise the Applicants in its preparation of the Applicants' cash flow statements and reporting required by the Lenders, which information shall be reviewed with the Monitor and delivered to the Lenders and their counsel or financial advisor on a periodic basis, but not less than weekly;

(e) advise the Applicants in their development of the Plan and any amendments to the Plan;

(f) advise the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) have full and complete access to the books, records and management, employees and advisors of the Applicants and to the Business and the Property to the extent required to adequately assess the Applicants' Business and financial affairs and perform its duties arising under this Order;

(h) advise and assist the Applicants with respect to any sales and marketing process to sell the Property and the Business or any part thereof, and administer and conduct any such marketing and sale process;

(i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(j) consider, and if deemed advisable by the Monitor, prepare a report and assessment on the Plan;

(k) assist the Applicants in the provision of weekly variance reports to the Lenders and/or their financial advisor and counsel with respect to the Approved Cash Flows; and

(l) perform such other duties as are required by this Order or by this Court from time to time.

27. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by

fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation.

28. The Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

29. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

30. Notwithstanding any other provision of this Order, the Applicants, as part of the costs of these proceedings, shall pay the reasonable fees and disbursements incurred in respect of these proceedings, in each case at their standard rates and charges, of:

(a) the Monitor and counsel to the Monitor (including, without limitation, Canadian and U.S. counsel);

(b) counsel to the Applicants (including, without limitation, Canadian and U.S. counsel) ; and

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

and the Monitor, counsel to the Monitor, counsel to the Applicants, and counsel and financial advisors and appraisers to the Lenders are hereby directed to render accounts to the Applicants on a weekly basis and the Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor, counsel to the Applicants and counsel and financial advisors and appraisers to the Lenders on a weekly basis.

31. The Monitor and its legal counsel shall pass their accounts from time to time.

32. As security for the professional fees and disbursements incurred both before and after the granting of this Order in respect of these proceedings:

(a) the Monitor, counsel to the Monitor and the Applicants' counsel, shall be entitled to the benefits of and are hereby granted a charge (the "**Applicants' Advisors Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $500,000; and

(b) counsel and financial advisors and appraisers to the Lenders shall be entitled to the benefits of and are hereby granted a charge (the "**Lenders' Advisors Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $200,000.

The Applicants' Advisors Administration Charge and the Lenders' Advisors Administration Charge shall have the priority set out in paragraphs 35 and 37 hereof.

UNAFFECTED CREDITORS

33. Notwithstanding any other provision of this Order, including, without limitation the stay of proceedings granted hereunder:

(a) the Lenders shall be treated as unaffected in the Plan or any proposal filed by the Applicants or any of them under the *Bankruptcy and Insolvency Act* (Canada);

(b) upon at least two (2) business days notice to the Applicants and the Monitor, the Lenders may exercise any and all of their rights and remedies available to them against the Applicants or any of them and the Property under, in connection with or pursuant to the Senior Credit Agreement or the Subordinate Credit Agreement, and the security granted thereunder and with respect thereto;

(c) the foregoing rights and remedies of the Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or any of them, or the Property; and

(d) the Applicants shall not seek a continuation of the stay of proceedings without the prior consent of the Lenders and, in that case, on terms and conditions satisfactory to the Lenders.

DIP FINANCING

34. The Applicants shall not enter into or seek approval of any debtor in possession financing arrangements except with the prior approval of the Lenders and on terms and conditions reasonably satisfactory to the Lenders.

VALIDITY AND PRIORITY OF CHARGES

35. The priorities of the Directors' Charge, the Applicants' Advisors' Administration Charge and the Lenders' Advisors Administration Charge, as among them, shall be as follows:

First – Applicants' Advisors' Administration Charge (to the maximum amount of $500,000) and Lenders' Advisors Administration Charge (to the maximum amount of $200,000), on a *pari passu* basis as between them; and;

Second – Directors' Charge (to the maximum amount of $500,000).

36. The filing, registration or perfection of the Directors' Charge, the Applicants' Advisors Administration Charge and the Lenders' Advisors Administration Charge (collectively, the "**Charges**") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

37. Each of the Directors' Charge, the Applicants' Advisors Administration Charge and the Lenders' Advisors Administration Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, notwithstanding the order of perfection or attachment, except for any validly perfected security interest in favour of a "secured creditor" as defined in the CCAA not provided with notice of this Order or any Encumbrance existing on the date hereof in respect of any of source deductions from wages, employer health tax, workers compensation, federal or provincial sales taxes and vacation pay, in favour of any Person which is a "secured creditor" as defined in the CCAA not provided notice of this Order.

38. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Applicants' Advisors Administration Charge or the Lenders' Advisors Administration Charge, unless the Applicants also obtain the prior written consent of the Monitor and the beneficiaries of the Directors' Charge, Applicants' Advisors Administration Charge and the Lenders' Advisors Administration Charge, or further Order of this Court.

39. The Directors' Charge, the Applicants' Advisors Administration Charge and the Lenders' Advisors Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made in this Order;

(b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

(d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, or any of them, and notwithstanding any provision to the contrary in any Agreement:

(i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which they are a party;

(ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(iii) the payments made by the Applicants pursuant to this Order and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

ALLOCATION

40. Any interested Person may apply to this Court on notice to any other party likely to be affected, for an Order to allocate the Applicants' Advisors Administration Charge, the Lenders' Advisors Administration Charge and the Directors' Charge amongst the various assets comprising the Property.

SERVICE AND NOTICE

41. The Monitor shall (i) without delay, publish in the Globe and Mail a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than $1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

42. The Applicants and the Monitor shall be at liberty to serve this Order, any other materials and Orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or e-mail to the Applicants' creditors or other interested Persons at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery, facsimile transmission or e-mail shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing. The Monitor may

post a copy of any or all such materials on its website at "www.ey.com/ca/cover-all", which shall be established for informational purposes.

GENERAL

43. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

44. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, or any of them, the Business or the Property.

45. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such Orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor or to any of the Applicants in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

46. Any of the Applicants or the Monitor is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, including in any U.S. Bankruptcy Court in respect of proceedings commenced under Chapter 15 of the U.S. Bankruptcy Code in respect of recognition proceedings commenced therein, and any of the Applicants or the Monitor is authorized and empowered to act as a "foreign representative" of the Applicants or of any of them for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

47. Any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the Order sought or upon such other notice, if any, as this Court may order.

48. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

"S.S. LoVecchio"

J.C.Q.B.A.

Entered this 24 day
of March, 20 10
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.

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"
HEREOF

INITIAL ORDER

GOODMANS LLP
Barristers and Solicitors
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Toronto, Ontario, Canada M5H 2S7

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Fax: 403 260-3501

CLERK OF THE COURT
MAR 24 2010
CALGARY, ALBERTA

B

EXHIBIT B

This is the Exhibit marked "B" referred to in the Affidavit of John McMurray sworn before me this 20th day of April, 2010.

Notary Public in and for the Province of Ontario

Action No. _____

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

APPLICANTS

AFFIDAVIT OF NATHAN STOBBE

I, NATHAN STOBBE, of the City of Saskatoon, in the Province of Saskatchewan, MAKE OATH AND SAY:

I. INTRODUCTION

1. I have been President and Chief Executive Officer of Cover-All Building Systems Inc. ("**CBSI**") since June of 2002. I am also a director and/or an officer of Cover-All Holding Corp. ("**Holdco**"), CBSI and certain of the subsidiaries that are owned either directly or indirectly by Holdco and CBSI. As such, I have personal knowledge of the matters to which I depose in this Affidavit. Where I do not possess personal knowledge, I have stated the source of my information and in all such cases believe it to be true.

2. This Affidavit is sworn in support of a motion for an Order protecting Holdco, CBSI and those entities listed in Schedule "A" hereto (collectively, the "**Cover-All Group**") from their

creditors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

3. The principal objective of these proceedings is to provide the Cover-All Group with an opportunity to effect a successful restructuring of its business, which may include a sale of all or part of its assets, property, business and undertaking (collectively, the "**Property**"). In order to accomplish this objective, the Applicants seek protection of this Honourable Court from all proceedings and remedies taken or that might be taken in respect of the Applicants.

II. BACKGROUND

4. The Cover-All Group is the leading manufacturer of pre-engineered membrane building systems for the North American and European non-residential construction market. Operating through a world-wide dealer network, CBSI and its directly and indirectly owned subsidiaries provide engineering, manufacturing and design build services to customers (the "**Cover-All Business**").

(A) Overview of the Cover-All Group and the Cover-All Business

(i) The Pre-Engineered Building Systems Industry

5. The Cover-All Group participates in designing and building prefabricated, permanent and portable buildings.

6. Pre-engineered non-residential buildings have become a highly accepted method of construction for low-rise, non-residential structures such as retail stores, factories, warehouses, distribution centers, religious, athletic and event centres, office buildings, banks and schools.

7. Pre-engineered non-residential building systems are constructed from pre-engineered components such as steel, concrete, wood and fabric membrane, that are produced in a factory and either assembled at the plant or delivered to the building site for final assembly. In contrast to conventional construction methods (i.e. structures that are not pre-engineered) wherein components are cut, fitted, joined and assembled on-site, pre-engineered systems offer several benefits, including shorter construction time, lower construction costs, greater efficiencies and flexibility of design.

8. The size of the U.S. market for pre-engineered non-residential building systems was US$8 billion in 2009 and the size of the Canadian market was $2 billion in 2009.

9. The market for pre-engineered buildings system consists primarily of the following five broad customer segments:

(a) *industrial*: including manufacturing plants, warehousing, distribution and hangar facilities;

(b) *institutional*: including correctional facilities, libraries and health care facilities;

(c) *office:* including one-story, low-rise designs;

(d) *commercial:* including retail stores and hospitality facilities; and

(e) *agricultural and other markets*: including grain and crop storage facilities, garages, barns and the military market.

10. The fabric-covered building industry in North America is highly fragmented. There are a limited number of large companies that offer a broad range of products; however, there are also

numerous small regional manufacturers that operate in a single or limited product segment of the industry.

11. The Cover-All Group is the largest supplier of pre-engineered membrane building systems in North America, with an estimated market share of 25%. With approximately 35,000 of its storage buildings located around the world, the Cover-All Group is one of the most recognized and recommended pre-engineer membrane structure manufacturers in the world.

(ii) Cover-All Business

12. The Cover-All Business involves the manufacture of steel-framed, fabric covered buildings for use in agricultural, industrial, equine, government, commercial, disaster relief, military and recreational applications. The Cover-All Group also provides project management and installation services.

13. The Cover-All Business is carried out by CBSI, the entities that comprise the Cover-All Group, and various corporately-owned and independently authorized dealers. Specifically, CBSI manufactures building models and sells them to its subsidiaries and dealers at wholesale prices, which, in turn, sell these structures to retail and corporate customers. In most instances, the subsidiaries and dealers subsequently install the structures for the customers. The subsidiaries and dealers are located all over the world, including in Canada, the U.S., the United Kingdom and Germany.

14. CBSI controls, directly or indirectly, the subsidiaries that are included in Schedule "A" hereto. There are also approximately 80 dealers in North America and 24 dealers in Europe that solicit local sales and install the building structures supplied by CBSI. Of these dealers, CBSI directly or indirectly owns three in Canada, three in the U.S., one in the U.K. and one in

Germany. Dealers in North America have entered into written contracts with CBSI. The dealers in Europe do not have written contracts with the Cover-All Group; however, CBSI leads the arrangements and has a relationship with the European dealers.

15. The Cover-All Group has implemented modern, best-in-class information systems to support its activities and ensure a high level of sales and operations efficiency. The Cover-All Group has developed and implemented software solutions to increasingly automate manual processes and has developed software solutions specific to the Cover-All Group's needs.

(a) Manufacture of Pre-Engineered Membrane Building Systems

16. In the mid-1990's, the Cover-All Group pioneered the use of pre-engineered membrane building systems ("**PMBS**") for permanent structures in North America. Prior to the mid-1990's, PMBS were predominantly used for temporary structures.

17. PMBS structures offer several advantages over metal or wood building systems, including superior interior environment (i.e. increased natural light), speed of delivery (i.e. PMBS structures can be designed, engineered, manufactured and installed in a much shorter timeframe) and superior corrosion protection.

18. The Cover-All Group engineers, fabricates, sells and installs PMBS structures that range from 5 to 300 feet in width, and up to any length. Independent contract engineering firms review and stamp projects that require site specific engineering. Existing and new product designs and concepts other than Quick Structures (which do not involve engineering design) are reviewed and approved by, among others, independent contract engineering firms in each of Canada, the U.S. and the U.K.

19. CBSI designs and manufactures twelve different building models: Titan, Titan Low Slope, Meridian, Gemini, Icon, Medallion, Arch, Crescent, Guardian, Custom, Legend and Utility.

20. The Titan and Legend building series[2] are the most popular building models sold by the Cover-All Group. In 2009, the Titan and Legend building series accounted for approximately 90% of the Cover-All Group's building revenue.

21. The Cover-All Business has three main divisions: Cover-All Building Systems, Summit Structures, and Quick Structures, each of which targets a different market segment.

(1) Cover-All Building Systems Division

22. The Cover-All Building Systems ("**CABS**") division is the Cover-All Group's flagship brand, positioned as a mid-tier, high quality brand and sold, installed and serviced by the Cover-All Group's dealer network.

23. The CABS division is responsible for selling and distributing all CABS branded products including the Legend, Titan, Meridian and Medallion Building series.

24. The majority of CABS dealers are primarily dedicated to CABS products or have divisions wholly committed to CABS products.

25. The CABS division is further subdivided into three divisions: Cover-All Central Prairies, Cover-All Building Systems of Ontario and Cover-All Alberta.

26. In 2009, sales from the CABS division were $62 million, representing 56% of the Cover-All Group's revenue.

(2) Summit Structures Division

27. The Summit Structures division concentrates on larger, higher value projects that require more engineering and customization, and typically involve construction project management.

28. The Summit Structures division sells its products directly to customers through the Summit Structures divisional sales force instead of through a dealer network.

29. In 2009, sales from the Summit Structures division were $9 million, representing 8% of the Cover-All Group's revenue.

(3) Quick Structures Division

30. The Quick Structures brand provides smaller, lower-priced structures for non-engineered applications.

31. The Quick Structures division sells its products through its network of dealers and retailers across North America and Europe. In addition to independent dealers, Quick Structures are also sold through a significant number of CABS.

32. In 2009, sales from the Quick Structures division were $5 million, representing 4% of the Cover-All Group's revenue.

(b) Project Management and Installation Services

33. In addition to the Cover-All Group's manufactured products, the Cover-All Group provides value-added services including project management and installation services. In 2009, sales from project management and installation services were $36 million, representing 32% of the Cover-All Group's revenue.

34. Through the Cover-All Group's Summit Structures division and its corporate-owned dealers, the Cover-All Group provides building project management services, including co-ordination of design professionals, sub-contractors, contract workers and other services required to complete the overall construction project.

35. The Cover-All Group provides installation services to its customers and dealers primarily through its ownership interest in NorthStar Cover-All, LLC. North-Star Cover-All, LLC employs approximately 45 individuals who are dedicated to installation of the Cover-All Group's products and who travel throughout North America to provide the labour and expertise to install these products.

36. Additionally, the Cover-All Group's operations include after-sales service and warranty support to assist in the efficient processing of orders and the monitoring of product quality.

(c) Costs

37. The Cover-All Group's most significant costs are for steel, fabric and transportation.

38. Steel represents a large portion of the Cover-All Group's total manufacturing costs, which costs are therefore subject to market fluctuations in the price of steel. Similarly, the price of polyethylene fabric, which is typically used in the Cover-All Group's structures, is driven by the price of natural gas and is also subject to market fluctuations. Transportation of finished goods that are distributed from the plant to the customer are coordinated and procured by the Cover-All Group and the transportation costs are charged out to customers.

(iii) History of the Cover-All Group

39. The Cover-All business was founded in 1993. In its early years, the company concentrated on sales to agricultural end markets, including hay storage, cattle, and dairy.

40. By 1995, dealer networks were established in order to sell products outside of Saskatchewan to customers in Canada and the U.S.

41. The Cover-All business expanded into commercial and industrial markets in 1998. Shortly thereafter, the company launched the TITAN building series, which, at upwards of 160 feet wide, represented Cover-All's largest building at the time.

42. In and around 2000, after the registered name of the company was changed from 629224 Saskatchewan Ltd. to Cover-All Building Systems Inc., CBSI made the decision to formally expand outside of Saskatchewan in order to penetrate different geographic regions and expand the pool of potential purchasers.

43. In 2003, CBSI established a European dealer network, thereby providing the company with access into the European market. In 2005, CBSI acquired its largest dealer and in doing so gained access into Ontario and New York.

44. In 2007, Cover-All Holdings U.S., LLC acquired 51% of the installation company NorthStar Cover-All, LLC which was, at the time, the largest PMBS installation company in North America. In 2008, Cover-All Holdings U.S., LLC acquired the remaining 49% of NorthStar Cover-All, LLC.

45. Also in 2007, CBSI acquired 95% of its dealer in Germany to assist in its access to the European market.

(iv) Ownership of the Cover-All Group

46. Prior to October 2007, CBSI and the various direct and indirect subsidiaries that are listed in Schedule "A" were wholly-owned by management, Tri-West Capital Private Equity Fund and other former management as shareholders of the ultimate parent company. However, in October 2007, Audax Private Equity Fund II, L.P. and certain related entities (collectively, "**Audax**") acquired an 85% interest in the company, invested through a Luxembourg entity. As of the date of the swearing of this Affidavit, Audax and management (who invested through 101108501 Saskatchewan Ltd.) are the owners of Holdco, CBSI and the subsidiaries listed in Schedule "A", as shareholders of Cover-All Holdings, S.a.r.l and 101108501 Saskatchewan Ltd., respectively.

(v) Corporate Structure of the Cover-All Group

47. CBSI's registered head office is located at 4500, 855-2nd Street S.W., Calgary, Alberta. The Cover-All Group is managed and operated on a consolidated basis from its headquarters in Saskatoon, Saskatchewan.

48. A copy of the corporate organization chart for the Cover-All Group is attached hereto as Exhibit "A".

(a) Canadian Entities

(1) 101108501 Saskatchewan Ltd.

49. 101108501 Saskatchewan Ltd. was formed under the laws of the Province of Saskatchewan by the management of the Cover-All Group to pass investments through it to Holdco. Other than its shares in Holdco, 101108501 Saskatchewan Ltd. does not have any property or assets in Canada, is not a party to the lending arrangements with CIBC, as

administrative agent, related to the Cover-All Group, and is therefore not an applicant in these proceedings.

(2) Holdco

50. Holdco is an unlimited liability company that was incorporated under the laws of the Province of Nova Scotia on October 9, 2007. The registered head office of Holdco is located at 900 – 1959 Upper Water Street, Halifax, Nova Scotia.

51. Holdco is a guarantor of the obligations of CBSI to Canadian Imperial Bank of Commerce ("**CIBC**") and the other lenders (collectively, the "**Lenders**") under the Senior Credit Agreement and the Subordinate Credit Agreement (each as defined below) (the "**Credit Agreement Obligations**").

52. I am a director of Holdco, as are Andrew Fortier, Keith R. Polumbo and Steven R. Loose. I am the President of Holdco and its other officers are Steven R. Loose (Vice-President) and Andrew Fortier (Vice-President and Secretary).

53. Holdco's ~~only~~primary assets are 100% of the common shares that it holds in Cover-All U.S. Holding Corp. and CBSI.

54. Holdco is an Applicant in these proceedings.

(3) CBSI

55. CBSI was originally incorporated as 629224 Saskatchewan Ltd. under the laws of the Province of Saskatchewan on September 10, 1999. A name change was filed effective February 11, 2000 in which the name of the corporation was changed from 629224 Saskatchewan Ltd. to Cover-All Building Systems Inc.

56. After a series of amalgamations, and discontinuances and continuances from the Provinces of Saskatchewan and Ontario to the Province of Alberta, Cover-All Business Systems Inc. amalgamated with Cover-All Alberta Ltd. on August 17, 2008 to form CBSI, an Alberta corporation.

57. CBSI's registered head office is 4500, 855 – 2nd Street S.W., Calgary, Alberta. CBSI is a wholly-owned subsidiary of Holdco.

58. In addition to Alberta, CBSI is registered to conduct business in Ontario, British Columbia, Saskatchewan and Manitoba.

59. CBSI is the borrower under the Senior Credit Agreement and the Subordinate Credit Agreement.

60. I am a director of CBSI, as are Andrew Fortier, Steven R. Loose and Keith R. Palumbo. I am the President and CEO of CBSI, and its other officers are Todd Payne (Secretary, Treasurer and Chief Financial Officer), Paul Johnson (Chief Operating Officer) and Andrew Fortier (Secretary).

61. CBSI directly owns 100% of the shares or units, as applicable, of the following four subsidiaries: Summit Structures, LLC; Quick Structures, LLC; Cover-All Holdings U.S., LLC; and Summit Structures Limited.

62. CBSI is an Applicant in these proceedings.

(b) U.S. Entities

(1) Cover-All U.S. Holding Corp.

63. Cover-All U.S. Holding Corp. is a shell entity that was incorporated in Delaware on October 4, 2007. Although Cover-All U.S. Holding Corp. was incorporated for the purposes of carrying out a business venture, such business venture is yet to be pursued. As such, it has been inactive and has had no assets since its date of incorporation. However, Cover-All U.S. Holding Corp. is a guarantor of the Credit Agreement Obligations and has recently opened a bank account in Canada. Accordingly, Cover-All U.S. Holding Corp. is an Applicant in these proceedings.

64. I am a director of Cover-All U.S. Holding Corp., as are Andrew Fortier, Keith R. Polumbo and Steven R. Loose. I am the President of Cover-All U.S. Holding Corp., and its other officers are Steven R. Loose (Vice-President) and Andrew Fortier (Vice-President and Secretary).

(2) Summit Structures, LLC

65. Summit Structures, LLC is a limited liability company that was formed under the laws of Pennsylvania. Summit Structures, LLC's sole member is CBSI and its officers are Andrew Fortier (Secretary), Todd Payne (Treasurer), Paul Johnson (Chief Operating Officer), Wayne Gursky (General Sales Manager) and Darcy McLean (Business Director).

66. Summit Structures, LLC was formed to assist with large and complex orders that dealers were unable to fill on their own. Summit Structures, LLC has a bank account in Canada.

67. Summit Structures, LLC is a guarantor of the Credit Agreement Obligations.

68. Summit Structures, LLC is the parent corporation of three entities that were primarily formed for tax purposes. The following entities are subsidiaries of Summit Structures, LLC: Summit Structures U.S., LLC; Summit Project Management, LLC; and Eastern Cover-All Inc.

69. Summit Structures, LLC is an Applicant in these proceedings.

(3) Summit Structures U.S., LLC

70. Summit Structures U.S., LLC is a limited liability company that was formed in Pennsylvania. Its sole member is Summit Structures, LLC, and its officers are Andrew Fortier (Secretary), Todd Payne (Treasurer), Paul Johnson (Chief Operating Officer), Wayne Gursky (General Sales Manager) and Darcy McLean (Business Director).

71. Summit Structures, U.S., LLC performs some sales for the Cover-All Group and has a bank account in Canada. Summit Structures, U.S., LLC is a guarantor of the Credit Agreement Obligations.

72. Summit Structures U.S., LLC is an Applicant in these proceedings.

(4) Summit Project Management, LLC

73. Summit Project Management, LLC is a limited liability company that was formed in Pennsylvania. Its sole member is Summit Structures, LLC and its officers are Andrew Fortier (Secretary), Todd Payne (Treasurer), Paul Johnson (Chief Operating Officer) and Darcy McLean (Business Director).

74. Summit Project Management, LLC is presently inactive and has a bank account in Canada. Summit Project Management, LLC is a guarantor of the Credit Agreement Obligations.

75. Summit Project Management, LLC is an Applicant in these proceedings.

(5) Eastern Cover-All, Inc.

76. Eastern Cover-All, Inc. was incorporated under the laws of New York and is also registered to conduct business in Pennsylvania and Tennessee. Eastern Cover-All, Inc. is a wholly owned subsidiary of Summit Structures, LLC. I am a director of Eastern Cover-All, Inc., as are Todd Payne, Paul Johnson and Wayne Gursky. I am the President of Eastern Cover-All, Inc. and its other officers are Andrew Fortier (Secretary), Todd Payne (Treasurer and Chief Financial Officer), Paul Johnson (Chief Operating Officer) and Wayne Gursky (General Manager).

77. Eastern Cover-All, Inc. is a guarantor of the Credit Agreement Obligations and has a bank account in Canada.

78. Eastern Cover-All, Inc. is an Applicant in these proceedings.

(6) Quick Structures, LLC

79. Quick Structures, LLC is a limited liability corporation that was incorporated in Pennsylvania. The sole member of Quick Structures, LLC is CBSI and its officers are Andrew Fortier (Secretary), Todd Payne (Treasurer) and Paul Johnson (Chief Operating Officer).

80. Quick Structures, LLC is responsible for retail chain sales for the non-engineered product-line; however, it is relatively inactive.

81. All decision-making by Quick Structures LLC is centralized in Canada. Additionally, Quick Structures, LLC has a bank account in Canada and is a guarantor of the Credit Agreement Obligations.

82. Quick Structures, LLC is an Applicant in these proceedings.

(7) Cover-All Holdings U.S., LLC

83. Cover-All Holdings U.S., LLC is a limited liability company that was formed in Pennsylvania. In addition to Pennsylvania, it is also registered to conduct business in Iowa and Illinois. CBSI is the sole member of Cover-All Holdings U.S., LLC and its officers are Andrew Fortier (Secretary), Todd Payne (Treasurer) and Paul Johnson (Chief Operating Officer).

84. Cover-All Holdings U.S., LLC primarily sells and installs buildings in Iowa and Illinois.

85. Cover-All Holdings U.S., LLC is the sole member of NorthStar Cover-All, LLC.

86. Cover-All Holdings U.S., LLC is a guarantor of the Credit Agreement Obligations and has a bank account in Canada.

87. Cover-All Holdings U.S., LLC is an Applicant in these proceedings.

(8) NorthStar Cover-All, LLC

88. NorthStar Cover-All, LLC is a limited liability company formed in Delaware and is also registered to conduct business in Minnesota. I am a governor of NorthStar Cover-All, LLC, as are Todd Payne, Paul Johnson and Ben Fox. I am the Chief Executive Officer of NorthStar Cover-All, LLC, and its other officers are Todd Payne (Secretary and Chief Financial Officer), Paul Johnson (Chief Operating Officer) and Ben Fox (General Manager).

89. NorthStar Cover-All, LLC primarily installs buildings for corporate owned dealers and operates dealerships in Minnesota and South Dakota.

90. NorthStar Cover-All, LLC holds 100% of the shares in NorthStar Cover-All, Inc. and has a bank account in Canada. NorthStar Cover-All, LLC is an Applicant in these proceedings.

(9) NorthStar Cover-All, Inc.

91. NorthStar Cover-All, Inc. was formed under the laws of Minnesota and is registered to conduct business in California. NorthStar Cover-All, Inc.'s directors are Paul Johnson and Ben Fox, and its officer is Paul Johnson (Chief Executive Officer and Chief Financial Officer).

92. NorthStar Cover-All, Inc. operates in California and has very few assets and liabilities. It recently opened a Canadian bank account and is an Applicant in these proceedings.

(c) Foreign Entities

(1) Cover-All Holdings, S.a.r.l.

93. Cover-All Holdings, S.a.r.l. was formed under the laws of Luxembourg by Audax to pass investments through it to Holdco. Cover-All Holdings, S.a.r.l. does not have any property or assets in Canada, is not a party to the lending arrangements related to the Cover-All Group and is therefore not an applicant in these proceedings.

(2) Summit Structures Limited

94. Summit Structures Limited is a company incorporated in the United Kingdom. Summit Structures Limited purchases buildings from CBSI at wholesale prices and sells/installs the buildings in the United Kingdom.

95. Summit Structures Limited owns 95% of the shares in Cover-All Europe GmbH, a German company.

96. Summit Structures Limited is a guarantor of the Credit Agreement Obligations and has a bank account in Canada.

97. Summit Structures Limited is not an applicant in these proceedings at this time; however, the Applicants may subsequently appear before this Honourable Court to add Summit Structures Limited as an Applicant to these proceedings and recognition proceedings or other bankruptcy or creditor protection proceedings may subsequently be sought in respect of this entity.

(3) Cover-All Europe GmbH

98. Cover-All Europe GmbH is a guarantor of the Credit Agreement Obligations but does not do business or have any assets in Canada. Cover-All Europe GmbH is not an applicant in these proceedings; however, it may separately file for bankruptcy or for creditor protection in Germany.

(vi) Customers

99. The Cover-All Group has a diverse customer base and includes many North American and European leaders in each of the Cover-All Group's key end user markets, including industrial/commercial, agriculture, equine, recreation/entertainment, government, military and disaster relief.

100. Approximately 30% of the Cover-All Group's revenue in 2009 was generated from repeat customers. The Cover-All Group's top five customers accounted for 10% of revenue in fiscal 2009, with the largest customer at 3% of total revenue.

101. In 2009, customers in the United States accounted for approximately 40% of the Cover-All Group's revenues, followed by Canada at 50% and Europe at 10%.

(vii) Offices and Facilities

102. CBSI owns a 170,000 square foot manufacturing facility that is certified by the ISO (the "**Main Facility**"). Situated on twenty acres of land in Saskatoon, Saskatchewan, the Main Facility is the central location from which the steel is manufactured and the fabric is produced for all buildings purchased from the Cover-All Group or its various dealers.

103. Virtually all management, human resources, engineering, tax and accounting functions for the Cover-All Group take place from an office at the Main Facility.

104. CBSI leases offices in Edmonton, Calgary and Lucknow, Ontario. Summit Structures U.S., LLC leases an office in Allentown, Pennsylvania.

(viii) Employees

105. As at January 31, 2010, the Cover-All Group employed approximately 483 employees, including approximately 400 in Saskatoon, Saskatchewan and approximately 84 employees in Manitoba, Ontario, Alberta, U.S. and Germany. In Saskatoon, approximately 182 employees work in the corporate office and approximately 218 work in the manufacturing facility. Of all employees of the Cover-All Group, approximately 170 are salaried and approximately 230 are paid based on an hourly wage.

106. In 2007, the Cover-All Group implemented a formal stock plan under which options on Class O Shares were given to employees. The options vest at 20% each for five years from the anniversary date, provided the grantee is still employed.

107. Basic health benefits are provided to employees of the Cover-All Group on a cost shared basis.

(B) Assets and Liabilities of the Cover-All Group

108. The following financial statements (collectively, the "**Financial Statements**") are being provided to this Honourable Court in support of this Affidavit:

(a) the Applicants' unaudited consolidated financial statements as at January 30, 2010, attached hereto as Exhibit "B"; and

(b) the Applicants' audited consolidated financial statements as at January 31, 2009, attached hereto as Exhibit "C".

(i) Cover-All Group

109. Based on the Applicants' unaudited consolidated financial statements dated January 30, 2010, the Cover-All Group's assets had a book value of approximately $141.1 million. Of this asset value, approximately $32.2 million consists of current assets while the remaining $108.9 million is non-current assets. The current assets include cash totalling approximately $5.6 million, accounts receivable of approximately $12.5 million and inventory of approximately $11.1 million.

110. As at January 31, 2010, the Cover-All Group's liabilities amounted to approximately $96.0 million, including approximately $29.1 of current liabilities (including approximately $5.5 million of current bank debt)and approximately $66.9 million of non-current liabilities. Of the total liabilities, approximately $6.1 million consisted of accounts payable long-term debt was approximately $49.6 million (including approximately $33.5 million under the Senior Credit Agreement (as defined below) and approximately $16.1 million under the Subordinate Credit

Agreement (as defined below), and approximately $9.2 million was for amounts owing pursuant to shareholders loans.

111. Approximately 75% of the Cover-All Group's accounts payable to suppliers are current, with the remaining 25% (approximately $1.2 million as at March 23, 2010) less than thirty days overdue.

112. The Cover-All Group is also subject to certain litigation proceedings in certain jurisdictions of the United States, Canada and Europe, including proceedings commenced in January, 2010 before the Texas Northern District Court relating to the collapse of a building during a severe storm with severe winds, which building was manufactured by CBSI and was being used as a practice facility for the Dallas Cowboys football team.

(ii) Canadian Entities

(a) CBSI

113. CBSI is the main operating company within the Cover-All Group. CBSI owns the Main Facility and also has acquired three dealers, namely, Cover-All Central Prairies, Cover-All Ontario and Cover-All Alberta, which, along with NorthStar Cover-All Canada, are considered operating divisions of CBSI.

114. As mentioned above, CBSI leases offices in Edmonton, Calgary and Lucknow, Ontario.

115. As at January 30, 2010, CBSI's total assets had a book value of approximately $150,287,328. Of this total, approximately $103,854,947 was money owing to CBSI from its related companies. As at January 30, 2010, CBSI had approximately $3,623,422 of cash and $8,704,887 of inventory.

116. As at January 30, 2010, CBSI's total liabilities had a book value of approximately $77,428,808. CBSI has a capital lease obligation of approximately $982,582. CBSI's principal liability is as borrower under the Senior Credit Agreement and the Subordinate Credit Agreement. Specifically, as at January 30, 2010, CBSI owed approximately $52,665,201 in long term debt and $5,499,999 in current bank debt to CIBC and other lenders pursuant to a Senior Credit Agreement and a Subordinate Credit Agreement, while also owing approximately $3,939,148 in accounts payable and an additional $10,834,607 in income taxes payable.

117. CBSI entered into a Senior Credit Agreement with CIBC (as operating lender and administrative agent) and the other lenders party thereto on October 23, 2007 (the "**Senior Credit Agreement**"). Holdco and the other Applicants, with the exception of NorthStar Cover-All, LLC and NorthStar Cover-All, Inc., are guarantors of CBSI's obligations under the Senior Credit Agreement (the "**Guarantors**").

118. The Senior Credit Agreement provides for, *inter alia*:

(a) a term loan in the principal amount of $40,000,000 on a non-revolving basis payable within five years from the date of advancement by CIBC and the Bank of Nova Scotia, unless renewed pursuant to the terms of the Senior Credit Agreement;

(b) a revolving loan in the maximum aggregate principal amount at any time not in excess of $10,000,000; and

(c) operating loans in an aggregate principal amount at any time outstanding not to exceed $4,000,000.

119. The monies borrowed by CBSI pursuant to the Senior Credit Agreement were to be used by CBSI as follows:

(a) to partially fund the transactions of October 23, 2007 relating to the ownership of the Cover-All Group (described in paragraph 46 above) and the fees and expenses associated with those transactions; and

(b) monies borrowed under the Revolving Loans and the Operating Loans were to be used to finance ongoing working capital, capital expenditures and general corporate purposes of the Loan Parties (as defined in the Senior Credit Agreement).

120. CBSI, as borrower, and each of the Guarantors granted a security interest to CIBC, as agent, over all of their respective assets (by way of a general security agreement and/or mortgage and/or pledge agreement) to secure their obligations owing under the Senior Credit Agreement.

121. In addition to the Senior Credit Agreement, CBSI is also liable to CIBC and Roynat Capital Inc. under a Subordinate Credit Agreement entered into on October 23, 2007 ("**Subordinate Credit Agreement**"). The Guarantors have also guaranteed CBSI's obligations under the Subordinate Credit Agreement.

122. The Subordinate Credit Agreement provides for a term loan to CBSI in the principal amount of $15,000,000.

123. The monies borrowed by CBSI pursuant to the Subordinate Credit Agreement were to be used by CBSI to partially fund the transactions of October 23, 2007 relating to the ownership of

the Cover-All Group (described in paragraph 46 above) and the fees and expenses in connection therewith.

124. CBSI, as borrower, and each of the Guarantors granted a security interest to CIBC, as agent, over all of their respective assets (by way of a general security agreement and/or mortgage and/or pledge agreement) to secure their obligations owing under the Subordinate Credit Agreement.

125. As at January 30, 2010, CBSI also owed approximately $9,200,000 to Holdco pursuant to a shareholder loan, which loan is unsecured. These funds were used to acquire Cover-All Alberta Ltd. from John Cameron.

126. As mentioned previously, CBSI has four operating divisions, namely: Cover-All Central Prairies, Cover-All Ontario, Cover-All Alberta and NorthStar Cover-All Canada.

(1) Cover-All Central Prairies

127. Cover-All Central Prairies is a dealer that was acquired by CBSI and is now an operating division of CBSI. As at January 30, 2010, Cover-All Central Prairies had total assets of approximately $4,150,875, consisting primarily of $3,524,867 owed from related companies.

128. As at January 30, 2010, Cover-All Central Prairies had total liabilities of approximately $416,891, including $255,596 in accounts payable.

(2) Cover-All Ontario

129. Cover-All Ontario is a dealer that was acquired by CBSI and is now an operating division of CBSI. As at January 30, 2010, Cover-All Ontario had total assets of approximately $9,051,223, consisting primarily of $6,458,440 owed from related companies.

130. As at January 30, 2010, Cover-All Ontario had total liabilities of approximately $950,732, consisting primarily of other current liabilities of $751,603.

(3) Cover-All Alberta

131. Cover-All Alberta is a dealer that was acquired by CBSI and is now an operating division of CBSI. As at January 30, 2010, Cover-All Alberta had total assets of approximately $7,360,933, consisting primarily of $2,695,144 owed from related companies and $2,219,395 in accounts receivable.

132. As at January 30, 2010, Cover-All Alberta had total liabilities of approximately $1,196,521, consisting primarily of $1,172,421 in accounts payable.

(4) NorthStar Cover-All Canada

133. NorthStar Cover-All Canada is an operating division of CBSI relating to installation services provided to corporately owned and independent dealers in Canada. As at January 30, 2010, NorthStar Cover-All Canada had total assets of approximately $1,452,162, consisting primarily of $898,791 in accounts receivable.

134. As at January 30, 2010, North-Star Cover-All Canada had total liabilities of approximately $123,119, consisting primarily of $91,456 in accounts payable.

(b) Holdco

135. As at January 30, 2010, Holdco's primary asset was its 100% ownership of the common shares in each of CBSI and Cover-All Holding Corp.

136. As at January 30, 2010, Holdco was owed approximately $45,670,955 from related companies and had approximately $9,204,802 of long term senior debt owed to shareholders of Cover-All Holdings, S.a.r.l and 101108501 Saskatchewan Ltd., respectively, related to the acquisition of Cover-All Alberta Ltd. in 2008.

137. Holdco is a guarantor of the Credit Agreement Obligations.

(iii) U.S. Entities

(a) Cover-All Holding Corp.

138. As at January 30, 2010, Cover-All Holding Corp. was a shell entity with no assets or liabilities (other than nominal amounts in its bank account).

139. Cover-All Holding Corp. is a guarantor of the Credit Agreement Obligations.

(b) Summit Structures, LLC

140. As at January 30, 2010, Summit Structures, LLC had intangible assets with a book value of approximately $505,313. Summit Structures, LLC owed approximately $3,495,154 to related companies.

141. Summit Structures, LLC is a guarantor of the Credit Agreement Obligations.

(c) Summit Structures U.S., LLC

142. As at January 30, 2010, Summit Structures U.S., LLC had total assets of approximately $4,607,306. Summit Structures U.S., LLC's principal asset is approximately $3,836,086 owed from related companies.

143. As at January 30, 2010, Summit Structures U.S., LLC's total liabilities were approximately $1,154684, with its principal liability being approximately $668,472 in income taxes payable.

144. Summit Structures U.S., LLC leases an office in Allentown, Pennsylvania and is a guarantor of the Credit Agreement Obligations.

(d) Summit Project Management, LLC

145. As mentioned above, Summit Project Management, LLC is presently inactive. As at January 30, 2010, Summit Project Management, LLC's only liability was approximately $530,111 owing to related companies.

146. Summit Project Management, LLC is a guarantor of the Credit Agreement Obligations.

(e) Eastern Cover-All, Inc.

147. As at January 30, 2010, Eastern Cover-All, Inc. had total assets of approximately $3,420,021. Eastern Cover-All, Inc.'s principal assets are approximately $1,661,091 owing from related companies and approximately $1,002,583 in intangible assets.

148. As at January 30, 2010, Eastern Cover-All, Inc. had total liabilities of approximately $525,663, with its principal liabilities consisting of accounts payable (approximately $185,840) and other current liabilities (approximately $371,099).

149. Eastern Cover-All, Inc. is a guarantor of the Credit Agreement Obligations.

(f) Quick Structures, LLC

150. As at January 30, 2010, Quick Structures, LLC was relatively inactive. It had approximately $28,256 of total assets and approximately $1,663 of total liabilities.

151. Quick Structures, LLC is a guarantor of the Credit Agreement Obligations.

(g) Cover-All Holdings U.S., LLC

152. As at January 30, 2010, Cover-All Holdings U.S., LLC had approximately $1,917,091 in total assets, representing amounts due from related companies.

153. As at January 30, 2010, Cover-All Holdings U.S., LLC had approximately $903,149 in total liabilities, with its principal liability being approximately $1,560,225 owing in future income taxes.

154. Cover-All Holdings U.S., LLC is a guarantor of the Credit Agreement Obligations.

155. Mid-West Cover-All is as an operating division of Cover-All Holdings U.S., LLC.

(1) Mid-West Cover-All

156. As at January 30, 2010, Mid-West Cover-All had approximately $3,043,630 of total assets, the majority of which are intangible assets (approximately $3,283,132) and Goodwill (approximately $1,592,640).

157. As at January 30, 2010, Mid-West Cover-All had approximately $2,320,304 in total liabilities, of which approximately $1,592,640 consists of future income taxes payable.

(h) NorthStar Cover-All, LLC

158. As at January 30, 2010, NorthStar Cover-All, LLC had total assets of approximately $1,862,947. NorthStar Cover-All's principal assets are its intangible assets, with a book value of approximately $677, 151. and accounts receivable due from related companies for installation services provided to the corporate divisions owned by CBSI.

159. As at January 30, 2010, NorthStar Cover-All, LLC had current liabilities of approximately $284, 203 consisting primarily of-accounts payable.

160. NorthStar Cover-All, LLC is not a party to the lending arrangements with CIBC, as administrative agent, related to the Cover-All Group.

(i) NorthStar Cover-All, Inc.

161. NorthStar Cover-All, Inc. is not a party to the lending arrangements with CIBC, as administrative agent, related to the Cover-All Group. NorthStar Cover-All, Inc. is an inactive entity with no material assets or liabilities.

(iv) Foreign Entities

(a) Summit Structures Limited

162. As at January 30, 2010, Summit Structures Limited had a negative value for its total assets (approximately $303,101). Although Summit Structures Limited had approximately $544,060 in accounts receivable, it owed approximately $972,252 to related companies.

163. As at January 30, 2010, Summit Structures Limited had a negative value for its total liabilities (approximately $17,536), primarily as a result of an anticipated tax return of approximately $175,106.

164. Summit Structures Limited is a guarantor of the Credit Agreement Obligations.

(b) Cover-All Europe GmbH

165. As at January 30, 2010, Cover-All Europe GmbH had total assets of approximately $6,155,629. Cover-All Europe GmbH's primary asset was its accounts receivable (approximately $3,078,042), although it owed approximately $242,735 to related companies.

166. As at January 30, 2010, Cover-All Europe Gmbh's total liabilities were approximately $5,107,488, primarily relating to its accounts payable (approximately $1,387,591) and its other liabilities (approximately $3,523,740).

167. Cover-All Europe GmbH is a guarantor of the Credit Agreement Obligations.

(C) Financial Difficulties

(i) Economic Challenges

168. The Cover-All Group's present financial difficulties are the result of a combination of external market and internal financial factors that have adversely affected the Cover-All Business.

169. Sales peaked for the Cover-All Group in 2008. Demand for the Cover-All Group's building series was at an all-time high, as the market conditions in North America and Europe were strong.

170. The Cover-All Group took advantage of these economic conditions by ensuring that, through its subsidiaries and various dealers located around the world, the demand for the Cover-All building models was matched by professional sales teams and large distribution chains. Revenues for the Cover-All Group reached approximately $129 million, their highest point since the company was founded in 1993.

171. However, the world-wide economic downturn negatively impacted virtually every market in which the Cover-All Group operated. The global recession created escalating external and economic pressures not only for the Cover-All Group, but for the prefabricated building industry as a whole.

172. As access to credit tightened up, so too did the pool of customers willing to purchase permanent and/or portable buildings. The resulting effect was a substantial and continuing contraction of the prefabricated building industry, especially in North America.

173. The Cover-All Group and its competitors have been greatly affected by these challenges. The recession has not only decreased demand, but it has also resulted in the chronic over-capacity of buildings and building supplies, which in turn has led to price competition among manufacturers.

174. Although the Cover-All Group has managed to endure the challenges described above and has stayed operational for the past two years, the cumulative effect of these challenges has

weakened the Cover-All Group and ultimately left it unable to deal with any further economic shocks.

(ii) Challenges Under the Senior Credit Agreement

175. Due to the various economic factors described above, CBSI found it difficult to remain in compliance with certain of its financial covenants in the Senior Credit Agreement.

176. CBSI has currently failed to meet certain financial covenants under the Senior Credit Agreement, which is an event of default. CBSI received a formal notice of default from CIBC as of March 16, 2010. The non-compliance with certain financial covenants can lead to the amounts owing under the Senior Credit Agreement (and the Subordinate Credit Agreement as a result of certain cross-defaults) becoming immediately due and payable. None of CBSI or the Guarantors would be able to pay the full amounts owing under the credit agreements should they become immediately due and payable as a result of the default.

(iii) Challenges Resulting from Potential Engineering Issues

177. Recently, Management of CBSI became aware of potential engineering issues with the TITAN building series. CBSI's Management and directors took these potential engineering issues very seriously and immediately took all reasonable steps to examine, address and then report the issues as raised.

178. Upon being notified of the possibility of engineering issues, Management of CBSI immediately arranged for internal and then external reviews of the engineering and design of the TITAN building line.

179. These reviews of the TITAN building series revealed that that there may be engineering issues with the TITAN buildings that may make some TITAN structures susceptible to collapse if certain weather conditions, including heavy snow and/or strong winds, were present.

180. On or around March 5, 2010 and based on the results of the internal and external reviews, CBSI's Management conferred with, among others, legal counsel, and determined that the appropriate course of action was to provide notice to customers, dealers, and principal insurers regarding the potential engineering issues concerning some of the TITAN buildings (the "**Notice Letters**") and to advise the Lenders of its decision in this regard.

181. On or about March 16, 2010, Management advised the Lenders of the events leading up to its decision to send the Notice Letters with respect to the potential engineering issues with some of the TITAN buildings. Management also advised the Lenders that: (a) the Cover-All Group had retained Goodmans LLP and Ernst & Young Inc. ("**EYI**") as professional advisors; (b) EYI was assisting in the preparation of cash flows and similar matters; and (c) the Cover-All Group was currently reviewing its options and opportunities to continue to operate the business, potentially under CCAA proceedings.

182. On or about March 17, 2010, the Notice Letters were sent to various customers, dealers and insurers regarding the potential engineering issues concerning some of the TITAN buildings.

183. The Cover-All Group takes the safety of its products very seriously. Accordingly, following completion of the internal and external reviews relating to the TITAN building series indicating potential engineering issues, the Cover-All Group considered its other product lines and decided to take a proactive approach relating to these other product lines. In this regard,

Management decided that additional internal and external reviews of all other building series manufactured by CBSI was a responsible course of action.

184. In addition, Management of CBSI decided that it was prudent and responsible to suspend the production and sale of all building series models until the engineering reviews were completed.

185. Management of CBSI, on advice from, among others, its lawyers and financial advisors, determined that significant costs would likely arise as a result of: (a) the possibility of replacement and/or repair of one or more of the building series models; and (b) potential litigation that may arise as a result of the potential engineering issues.

186. In exploring options to fund these potential costs, Management reviewed whether funds would be available under CBSI's Senior Credit Agreement and/or its Subordinate Credit Agreement. The Lenders advised CBSI that, as a result of CBSI's failure to meet certain financial covenants and the current circumstances, there is no remaining availability under the credit facilities. Furthermore, as a result of the prudent suspension of production and sale of all building models, the Cover-All Group will suffer a loss of revenue pending the completion of the external engineering review of its other building models, reducing its ability to defray these potential significant costs.

187. The Cover-All Group determined that it had no alternative but to commence Court-supervised proceedings in an expedited manner to protect its business, given:

(a) the prevailing economic conditions and significant contraction of sales over the past few years (and corresponding loss of revenue);

(b) the prudent suspension of production and sale of all building series models pending further internal and external engineering reviews and the corresponding loss of revenue;

(c) anticipated difficulty of collecting receivables following issuance of Notice Letters to, among others, various customers and dealers, and the suspension of production and sale of building series models;

(d) the non-compliance with certain financial covenants that is an event of default under the Senior Credit Agreement (and cross-default under the Subordinate Credit Agreement);

(e) its present financial circumstances that would lead to an inability to pay the amounts outstanding under the credit agreements should these amounts become immediately due and payable; and

(f) the shortfall of funding available to the Cover-All Group to cover costs relating to potential engineering issues with some of the TITAN buildings and possibly other building series models, and potential litigation in respect thereof.

188. Commencing Court-supervised proceedings was the only alternative available to the Cover-All Group to preserve value for its stakeholders and to give it a fair opportunity to restructure the Cover-All Business.

(iv) Key Initiatives

189. The Cover-All Group is currently considering a number of initiatives to address its challenges and reduce costs.

190. The Cover-All Group has suspended the manufacture and sale of all of its building series models while it addresses its challenges and undertakes a coordinated, comprehensive review of the product lines, including the completion of any necessary redesign.

191. Only staff essential to maintain the value of the business and to allow the Cover-All Group to restructure in an expedited manner will be kept during this period of time, leading to significant workforce reduction and corresponding reduction of costs.

192. Employment opportunities are scarce right now in Saskatoon, the site of the Cover-All Group's head office, and it is anticipated that a restructured Cover-All Group will be able to re-hire many key staff when operations re-start.

193. Further, all non-essential expenses will be eliminated during this restructuring period.

(D) The Proceedings

(i) The Cover-All Group is Insolvent for the Purposes of the CCAA

194. The Cover-All Group has been unable to find an out-of-court solution to its financial difficulties, and there is no reasonable expectation that the Cover-All Group's financial condition will improve. On the contrary, absent a successful restructuring, all indications suggest that the Cover-All Group's financial condition will deteriorate further with a corresponding erosion of the value of the Cover-All Business.

195. Although the unaudited balance sheets of the Cover-All Group as at January 30, 2010 reflect that assets exceed liabilities, it is anticipated that the Cover-All Group will, absent debtor-in-possession financing, not have sufficient cash to meet its liabilities following week eight of these proceedings. Furthermore, absent a stay, CIBC may demand immediate payment of the

amounts outstanding under the Senior Credit Agreement and the Subordinate Credit Agreement as a result of CBSI's non-compliance with certain financial covenants, and the Cover-All Group may face potential litigation claims, which amounts and claims the Cover-All Group will be unable to satisfy. I am advised by Goodmans LLP that a company will be considered to be insolvent for purposes of the CCAA if there is a "reasonably foreseeable" liquidity crisis or a "hypothetical" deficiency of assets to liabilities (including contingent and unliquidated liabilities). As a result of factors described in paragraph 189 above, there exists a reasonably foreseeable liquidity crisis such that the Applicants are insolvent for the purposes of the CCAA.

(ii) The CCAA Proceedings

196. The Cover-All Group is highly concerned that in light of the Cover-All Group's financial circumstances, there could be a fast and significant erosion of value to the detriment of all stakeholders. In particular, the Cover-All Group is highly concerned about the following risks:

(a) the Lenders demanding payment in full for money owing under the Senior Credit Agreement and the Subordinate Credit Agreement;

(b) the significant costs associated with any replacement and/or repair of TITAN buildings and possibly other building series models;

(c) potential litigation claims arising from potential engineering issues related to TITAN buildings and possibly other building series models;

(d) potential termination of contracts by key suppliers; and

(e) potential termination of dealer contracts (which typically have a mutual termination clause on notice) following issuance of the Notice Letters and upon the suspension of operations.

197. Having regard to the circumstances, and in an effort to preserve the value of the Cover-All Business, the commencement of the within CCAA proceeding is in the best interests of the Cover-All Group and its stakeholders. Additionally, the Cover-All Group's principal lenders have indicated their concern that, due to existing circumstances and without a Court-supervised process, the Cover-All Group will be unable to service and repay their debts, including under the Senior Credit Agreement and Subordinate Credit Agreement; accordingly, they support the commencement of a Court-supervised process for the recovery of their debt.

198. In the circumstances, without a stay of proceedings to enable the Cover-All Group to restructure and debtor-in-possession financing from and after week eight of these proceedings, the Cover-All Group would not be able to service their debt load or meet their debts as they become due.

199. Holdco, CBSI, and the subsidiaries listed in Schedule "A" are Applicants in the within CCAA Proceedings. Although the entities listed in Schedule "A" are U.S. corporations, some of which have employees and/or assets located in the United States, they nevertheless meet the requirements of the CCAA as Applicants thereunder. It is reasonably foreseeable that all of the Applicants will become insolvent companies if not granted CCAA protection, they will collectively face claims in excess of CDN$5 million, and they all have assets and do business in Canada. For reasons discussed in the following section, it is appropriate for this Honourable

Court to exercise its jurisdiction to grant the Initial CCAA Order in respect of Holdco, CBSI and all of the entities listed in Schedule "A".

(iii) Ancillary Proceedings

200. The Cover-All Group and the Monitor are of the view that any restructuring of the Cover-All Group or any sale of its Property is likely to require some form of judicial proceeding and approval in the United States, or other jurisdictions as applicable, to address the assets and obligations of the Cover-All Group in those respective jurisdictions. As the Cover-All Business is integrated and the U.S. entities listed in Schedule "A" are reliant on CBSI for the manufacture and supply of buildings, it is in the best interests of the stakeholders to deal with the Cover-All Group on a consolidated basis through a single, centralized restructuring process, which may include a sale of all or parts of the Property of the Cover-All Group.

201. The centre or focal point of the Cover-All Business is in Canada, and therefore it is appropriate for the CCAA Proceedings to be the primary Court-supervised process for the restructuring, with ancillary proceedings in the United States to effectuate matters arising in the CCAA Proceedings.

202. Accordingly, the Cover-All Group, with the support of CIBC, intends to commence proceedings in respect of the Cover-All Group under Chapter 15 of the U.S. Bankruptcy Code (the "**Chapter 15 Proceedings**") before the U.S. Bankruptcy Court for the Eastern District of Pennsylvania (the "**U.S. Court**"). The Cover-All Group has decided to pursue the Chapter 15 Proceedings due to its expediency and efficacy in addressing the Cover-All Group's assets and business in the United States, the integrated nature of the Cover-All Business, and based on its view that Canada is the appropriate principal jurisdiction in which to pursue and implement the

restructuring, which may include a sale of Property of the Cover-All Group. The Order sought in the within proceedings authorizes either the Monitor or any of the entities in the Cover-All Group to act as foreign representative in any foreign proceedings.

203. As mentioned previously, at this time, Summit Structures Limited, a U.K. corporation, is not an applicant in these proceedings. However, the Applicants may subsequently appear before this Honourable Court to add Summit Structures Limited, and/or any other subsidiary that is not an applicant if the circumstances warrant, as an Applicant to these proceedings and recognition proceedings or other bankruptcy or creditor protection proceedings may subsequently be sought in respect of Summit Structures Limited and/or any other subsidiary.

204. The Cover-All Group believes that the centre of main interest or focal point of the Cover-All Group is clearly in Canada, based on the following factors:

(a) Holdco and CBSI, the parents and sole shareholders of all of the subsidiaries in the Cover-All Group, are Canadian entities;

(b) the main operating entity, CBSI, has its registered head office in Calgary, Alberta;

(c) the Cover-All Group is managed on a consolidated basis, with the corporate head-quarters located in Saskatoon, Saskatchewan;

(d) the Cover-All Group's corporate-level decision-making and corporate administrative functions, including management, human resources, engineering, tax and accounting functions, are centralized in Saskatoon, Saskatchewan;

(e) key contracts including, among others, dealer contracts, key financing documents and consignment agreements, are created in Canada and subject to the jurisdiction of Canadian law;

(f) customer warranties are serviced out of Canada;

(g) the President, Chief Executive Officer and Secretary of CBSI, the main operating entity in the Cover-All Group, who are also directors, officers and/or governors of other entities in the Cover-All Group, are based in Canada;

(h) all dealer contracts in North America (of which there are approximately 80) are with CBSI, while arrangements with the European dealers are led by CBSI;

(i) the cash management structure is set up such that any excess cash earned by the subsidiaries is swept by CBSI, while CBSI sends cash to the subsidiaries as necessary;

(j) the manufacture of all buildings sold by the Cover-All Group and its various dealers takes place at the Main Facility, which is situated in Saskatoon, Saskatchewan;

(k) all of the Applicants have assets or do business in Canada;

(l) the Cover-All Group's principal secured creditor, CIBC, as administrative agent under the Senior Credit Agreement and the Subordinate Credit Agreement, is a chartered Canadian financial institution based in Toronto, Ontario, and the Senior

Credit Agreement and Subordinate Credit Agreement are governed by Canadian law;

(m) contracts and credit terms for the purchase of raw materials from major suppliers are predominantly negotiated at the corporate level from the Cover-All Group's head office in Saskatoon, Saskatchewan;

(n) oversight of the vast majority of the Cover-All Group's customer accounts and customer relationships is managed by CBSI's VP Sales and Marketing from the Cover-All Group's head office in Saskatoon, Saskatchewan;

(o) pricing decisions for all of the entities listed in Schedule "A" are ultimately made by the Vice President of Sales, in Saskatoon, Saskatchewan;

(p) treasury management functions, including the management of the Cover-All Group's accounts receivable and accounts payable, are managed from the Cover-All Group's head office in Saskatoon, Saskatchewan;

(q) although certain bookkeeping and accounting functions are performed locally, bookkeeping, accounting, financial reporting, budgeting and cash management (including the allocation of funds drawn on the Cover-All Group's credit facilities) are overseen in Saskatoon, Saskatchewan;

(r) with the exception of routine maintenance expenditures, all capital expenditure decisions affecting the Cover-All Group are managed in Saskatoon, Saskatchewan;

(s) the information technology systems on which the Cover-All Group functions, such as key servers, networks and personnel, are centralized and managed in Saskatoon, Saskatchewan;

(t) new business development initiatives are centralized and managed from Saskatoon, Saskatchewan; and

(u) research and development is carried out at the Main Facility in Saskatoon, Saskatchewan, including the Cover-All Group's corporate-level research and development budget and strategy.

205. In addition to the foregoing factors, which reinforce the centralized management of the Cover-All Business in Canada, there is strong integration among the Cover-All Group, which makes it appropriate to address the restructuring of the Cover-All Group primarily in one jurisdiction to maximize efficiencies in the best interests of the stakeholders.

206. In addition, cash management and other banking arrangements for the Cover-All Group are integrated, with CBSI borrowing and advancing funds on an intercompany basis as necessary and sweeping funds when its subsidiaries have excess cash. Due to the integrated nature of these arrangements, the banking and financing of the subsidiaries listed in Schedule "A" cannot easily be separated from those of CBSI, and *vice versa.*

207. For these reasons, the Cover-All Group believes strongly that the restructuring, including any sale of the Property of the Cover-All Group, ought to be dealt with primarily in a single forum. Since the center or focal point of the Cover-All Group and the Cover-All Business is in Canada, it is appropriate that CCAA Proceedings in Canada be the primary court-supervised

proceedings in respect of the Cover-All Group, with the U.S. Court assisting as necessary with the recognition and enforcement of matters arising in the CCAA Proceedings in the United States.

III. FUNDING OF THE COVER-ALL GROUP

(A) Cash Flow Forecast

208. The cash-flow forecast attached hereto as Exhibit "D" (the "**Cash Flow Forecast**") contemplates the suspension of operations of the Cover-All Business for an eight-week period pending completion of the external engineering review relating to the other product lines. A resumption of operations and corresponding sale of products is anticipated in n week nine.

209. As set out in the Cash Flow Forecast, with a temporary suspension of operations and corresponding reduction in costs, the Cover-All Group has sufficient funds to satisfy its projected uses of cash during the next eight weeks. The principal uses of cash during the next eight weeks will consist of the costs associated with the conduct of the external engineering review relating to CBSI's other product lines and professional fees and disbursements in connection with these CCAA proceedings. The Lenders have reviewed the Cash Flow Forecast and have approved the Cover-All Group's use of cash as contemplated by the Cash Flow Forecast. Accordingly, it is projected that the Cover-All Group will not require additional funds for the first eight weeks of these proceedings.

210. It is anticipated that the Cover-All Group will require debtor-in-possession financing for the period following the first eight weeks of these proceedings. The Cover-All Group, the Monitor and the Lenders have been working together with respect to the commencement of these

proceedings. The Lenders are in support of the commencement of these proceedings; however, pursuant to the Order sought, the Lenders have the ability, notwithstanding the stay of proceedings, to enforce their rights and remedies with respect to the Cover-All Group and the Property on two business days notice to the Applicants and the Monitor. Accordingly, the Cover-All Group, the Monitor and the Lenders will communicate on an ongoing basis with respect to these proceedings, including with respect to debtor-in-possession financing and a subsequent appearance before this Honourable Court for approval of any such debtor-in-possession financing and the granting of a Court-Ordered charge over the Property to secure amounts advanced and owing with respect to any such financing.

(B) Cash Management System

211. As part of the proposed interim financing arrangements, the Cover-All Group seeks the authority to continue to use the existing cash management system (the "**Cash Management System**") and to maintain the funding and banking arrangements already in place.

212. Pursuant to the Senior Credit Agreement and the Subordinate Credit Agreement:

(a) all deposit accounts of CBSI must be maintained with CIBC; and

(b) all deposit accounts of the Guarantors, if maintained with an institution other than CIBC, must be subject to a first priority perfected lien in favour of CIBC and a Deposit Account Pledge Agreement.

213. In addition to various accounts held by subsidiaries described below, the current Cash Management System consists of: (i) nine Canadian dollar bank accounts held by CBSI at CIBC in Canada (the "**Canadian Accounts**"); (ii) four U.S. dollar bank accounts held by CBSI at

CIBC (the "**U.S. Accounts**"); (iii) one Euro bank account held by CBSI at CIBC (the "**Euro Account**"); and (iv) and one Pound bank account held by CBSI at CIBC (the "**Pound Account**").

214. All of the Canadian Accounts are operating accounts, which CBSI uses for, among other things, disbursements and drawings against the Senior Credit Agreement and Subordinate Credit Agreement; depositing proceeds of any receivables received by CBSI and payroll.

215. All of the U.S. Accounts are operating accounts, which CBSI uses for, among other things, disbursements and drawings against the Senior Credit Agreement and Subordinate Credit Agreement and depositing proceeds of any receivables received by CBSI.

216. The Euro Account and the Pound Account are both operating accounts.

217. In addition to the accounts held by CBSI with CIBC in Canada, all of the entities listed in Schedule "A", with the exception of Holdco, have bank accounts at CIBC in Canada, including bank accounts with CIBC recently opened by Cover-All U.S. Holding Corp. and NorthStar Cover-All, Inc. Additionally, Summit Structures, LLC has a bank account in U.S. dollars with M&T Bank in the United States, Cover-All Holdings U.S. has a bank account in U.S. dollars with Chelsea Savings Bank in the United States, NorthStar Cover-All, LLC has a bank account in U.S. dollars with First National Bank of Cold Spring in the United States, and Summit Structures Limited and Cover-All Europe GmbH have various bank accounts in multiple currencies in Europe.

218. The Cover-All Group receives its funding for operations through the Cash Management System. CBSI advances funds through the Cash Management System to its subsidiaries listed in

Schedule "A" as necessary by way of intercompany loans. Additionally, CBSI sweeps excess cash held by its subsidiaries through the Cash Management System.

219. The Order sought also includes the granting of a Court-Ordered charge (ranking after the Applicants' Advisors Administration Charge and the Lenders' Advisors Administration Charge (each as subsequently defined), but in priority to all other charges) in favour of the bank providing the cash management system (the "**Cash Management System Provider**") for any obligations, chargebacks, returns, liabilities, costs, charges, fees or expenses incurred by the Cash Management System Provider under the Cash Management System.

220. The current Cash Management System includes the necessary accounting controls to enable the Cover-All Group, as well as its creditors and this Honourable Court, to trace funds through the system and ensure that all transactions are adequately ascertainable. As such, it is hereby requested that this Honourable Court grants a continuation of the current system.

IV. MONITOR

221. EYI has been retained to, among other things, act as Monitor in potential CCAA Proceedings. The professionals of EYI who have carriage of this matter, and who will have carriage of this matter for EYI, the proposed Monitor, have acquired considerable knowledge of the Cover-All Group and the Cover-All Business since the commencement of their engagement. EYI is therefore in a position to immediately commence any restructuring process, which may include a sales process.

222. EYI has consented to act as the Monitor of the Cover-All Group in the within proceedings (the "**Monitor**").

223. In connection with its appointment, it is contemplated that a Court-Ordered charge over the assets, property and undertaking of the Cover-All Group (the "**Applicants' Advisors Administration Charge**") would be granted in favour of the Monitor, its legal counsel and the Cover-All Group's legal counsel, in respect of their fees and disbursements incurred at their standard rates and charges, which Applicants' Advisors Administration Charge is to be in an aggregate amount of $500,000.

224. It is also contemplated that a Court-Ordered charge over the assets, property and undertaking of the Cover-All Group (the "**Lenders' Advisors Administration Charge**") would be granted in favour of the Lenders' counsel and financial advisors and appraisers, in respect of their fees and disbursements incurred at their standard rates and charges, which Lenders' Advisors Administration Charge is to be in an aggregate amount of $200,000.

225. The Lenders have consented to the Applicants' Advisors Administrative Charge and the Lenders' Advisors Administration Charge.

V. DIRECTORS & OFFICERS' CHARGE

226. The directors of the Cover-All Group have been actively involved in the attempts to address the Cover-All Group's current financial circumstances and difficulties, including through the exploration of alternatives, communicating with the principal secured lenders, the Cover-All Group's engagement of outside engineering consultants, and the commencement of the within CCAA Proceedings. The directors have been mindful of their duties with respect to the supervision and guidance of the Cover-All Group in advance of these CCAA Proceedings.

227. The Cover-All Group has made inquiries regarding the availability of indemnification coverage for the directors and senior officers on a going forward basis. To that end, the Cover-All Group has approached ~~the following entities:~~ ● Willis Canada, Inc. and Willis M&A Group, brokers in Canada and the U.S., respectively. However, the Cover-All Group has been unsuccessful in its attempt to obtain indemnification coverage on a going forward basis at a reasonable rate for the obligations of the directors and senior officers.

228. In order to complete a successful restructuring, which may include the sale of all or parts of the Property belonging to the Cover-All Group, the members of the Cover-All Group require the active and committed involvement of the directors and senior officers of the Cover-All Group.

229. The Applicants request a Court-Ordered charge in the amount of $500,000 over the assets, property and undertaking of the Applicants to indemnify the directors and senior officers of the Applicants in respect of liabilities they may incur in such capacities from and after the commencement of these proceedings (the "**D&O Charge**")

230. The Lenders have consented to the D&O Charge.

VI. PRIORITIES OF CHARGES

231. It is contemplated that the priorities of the various charges set out herein will have the following priorities:

(a) First – the Applicants' Advisors Administration Charge to a maximum of $500,000 and the Lenders' Advisors Administration Charge to a maximum of $200,000, on a *pari passu* basis as between them; and

(b) Second – the D&O Charge to a maximum of $500,000.

232. The Order sought by the Applicants provides for the Applicants' Advisors Administrative Charge, the Lenders' Advisors Administration Charge and a D&O Charge (collectively, the "**Charges**") on the Property ranking in priority to all security interests and encumbrances, statutory or otherwise, except for any validly perfected security interest in favour of a "secured creditor" as defined in the CCAA not provided with notice of the Order sought or any encumbrance existing on the date of the Order in respect of any of source deductions from wages, employer health tax, workers compensation, federal or provincial sales taxes and vacation pay, in favour of a "secured creditor" as defined in the CCAA not provided notice of the Order sought.

233. The Applicants have provided notice of the within proceedings to the Lenders under the Senior Credit Agreement and the Subordinate Credit Agreement. The Applicants may subsequently appear before this Honourable Court to seek priority of the Charges over other existing secured creditors on notice to such secured creditors.

VII. CONCLUSION

234. The Cover-All Business has been severely impacted by the downtown in the global market conditions and the corresponding decrease in demand for prefabricated buildings. As a result of declining sales, the Cover-All Group was unable to meet certain financial covenants under its Senior Credit Agreement and further funding is not available unless a restructuring is commenced and a Court-ordered charge is granted to secure additional funding. Additionally, certain potential engineering issues that were recently discovered regarding some of the TITAN buildings, the prudent investigations into whether other building series models have potential

engineering issues and suspension of production while such investigations are completed have put further strain on the Cover-All Group.

235. Despite the efforts undertaken to date to address the current financial situation and circumstances, the Cover-All Group could not effect a solution that would be in the best interests of its stakeholders without the assistance of this Honourable Court. The Cover-All Business is at risk of a significant erosion of value if proceedings to protect it are not commenced. The Applicants believe that the best possible alternative for all stakeholders will be achieved through a restructuring, which may include a sale of parts or all of the Property of the Cover-All Group.

236. The Order sought by the Applicants will provide them with the opportunity to seek a restructuring of the Cover-All Business in the best interests of its stakeholders.

SWORN BEFORE ME at the City of Calgary, in the Province of ~~Ontario~~Alberta, on March 24, 2010

Commissioner for Taking Affidavits

Nathan Stobbe

SEAN F. COLLINS
BARRISTER & SOLICITOR

C

EXHIBIT C

This is the Exhibit marked "C" referred to in the Affidavit of John McMurray sworn before me this 20th day of April, 2010.

Notary Public in and for the Province of Ontario

CREDIT AGREEMENT

dated as of

October 23, 2007

among

1353537 ALBERTA LTD.
as Borrower,

The Lenders Party Hereto,

CANADIAN IMPERIAL BANK OF COMMERCE,
as Lead Arranger and Administrative Agent,

and

CANADIAN IMPERIAL BANK OF COMMERCE,
as Operating Lender

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT, dated as of October 23, 2007, is by and among 1353537 Alberta Ltd., a corporation incorporated in the province of Alberta, the Lenders from time to time party hereto, CANADIAN IMPERIAL BANK OF COMMERCE, as Lead Arranger and Administrative Agent, and CANADIAN IMPERIAL BANK OF COMMERCE, as Operating Lender.

W I T N E S S E T H :

WHEREAS, Borrower has requested (a) the Term Lenders (such term and each other capitalized term used but not otherwise defined in the preamble or in the recitals having the meaning specified in Article I) to make Term Loans to Borrower in an aggregate principal amount of $40,000,000 on the Closing Date on a non-revolving basis, (b) the Revolving Lenders to make from time to time Revolving Loans in an aggregate principal amount at any time outstanding not in excess of $12,000,000, and (c) the Operating Lender to make from time to time Operating Loans in an aggregate principal amount at any time outstanding not in excess of $2,000,000;

WHEREAS, Borrower also has requested the Operating Lender to make Operating Loans from time to time by way of issuance of Letters of Credit;

WHEREAS, on the Closing Date the proceeds of the Term Loans, the Revolving Loans and the Operating Loans will be used to partially finance the Transactions and to pay fees and expenses in connection therewith;

WHEREAS after the Closing Date the proceeds of the Revolving Loans and the Operating Loans will be used to finance ongoing working capital, capital expenditures and general corporate purposes of the Loan Parties; and

WHEREAS, the Lenders are willing to extend such credit to Borrower, and the Operating Lender is willing to, inter alia, issue Letters of Credit for the account of Borrower, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements contained herein, the Borrower, the Lenders and the Administrative Agent hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement (including the Schedules hereto), the following terms shall have the meanings specified below:

"Acceptance Fee" shall mean a fee payable in Dollars by Borrower to the Administrative Agent for the account of a Lender with respect to the acceptance of a B/A or the making of a B/A Equivalent Loan on the date of such acceptance or loan, calculated on the face amount of the B/A or the B/A Equivalent Loan at the rate per annum applicable on such date as set forth in the column labelled "B/A Spread" in the definition of the term "Applicable Rate" set forth herein on the basis of the number of days in the applicable Contract Period (including the date of acceptance and excluding the date of maturity) and

a year of 365 days (it being agreed that the rate per annum applicable to the B/A Equivalent Loan is equivalent to the rate per annum otherwise applicable to the Bankers' Acceptance which has been replaced by the making of such B/A Equivalent Loan pursuant to Section 2.20(h)).

"Account" shall have the meaning given such term in the PPSA.

"Account Debtor" shall have the meaning given such term in the Security Agreement granted by the Borrower to the Administrative Agent.

"Administrative Agent" shall mean CIBC, in its capacity as administrative agent (and as security trustee under the Security Documents governed by English law or German law) for the Lenders.

"Administrative Questionnaire" shall mean an Administrative Questionnaire in the form supplied from time to time by the Administrative Agent.

"Affiliate" shall mean, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For purposes of this definition, neither any Lender nor any Affiliate of a Loan Party solely by reason of its ownership of or right to vote any Indebtedness or equity securities of such Loan Party.

"Agreement" shall mean this Credit Agreement.

"Applicable Percentage" of any Revolving Lender shall mean the percentage of the aggregate Revolving Commitments represented by such Lender's Revolving Commitment. If the Revolving Commitments shall have terminated or expired, the Applicable Percentage shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments.

"Applicable Rate" shall mean, for any day, with respect to any Term Loan, Revolving Loans or Operating Loans, as the case may be, the applicable percentage set forth below under the caption (x) "Prime Rate Spread" and (y) "B/A Spread", as the case may be, based upon the Total Leverage Ratio as of the relevant date of determination:

Total Leverage Ratio	Prime Rate Spread	B/A Spread
Greater than or equal to 4.50 to 1.00	2.00%	3.50%
Less than 4.50 to 1.00 but greater than or equal to 3.50 to 1.00	1.50%	3.00%
Less than 3.50 to 1.00 but greater than or equal to 3.00 to 1.00	1.00%	2.50%

Total Leverage Ratio	Prime Rate Spread	B/A Spread
Less than 3.00 to 1.00 but greater than or equal to 2.50 to 1.00	0.50%	2.00%
Less than 2.50 to 1.00	0.00%	1.50%

Each change in the Applicable Rate resulting from a change in the Total Leverage Ratio shall be effective with respect to all Loans, Commitments and Letters of Credit on the date of delivery to the Administrative Agent of the financial statements and certificates required by Section 6.04, based upon the Total Leverage Ratio as of the end of the most recent Fiscal Quarter included in such financial statements so delivered, and shall remain in effect until the date immediately preceding the date of delivery of such financial statements and certificates for the subsequent Fiscal Quarter. Notwithstanding the foregoing, (i) in the case of rollovers of Bankers' Acceptances, a change in the Applicable Rate as of the end of the most recent Fiscal Quarter will apply on the date of such rollover, and (ii) until the delivery of the financial statements and certificates required by Section 6.04, (a), (d), (e) and (g) for the 2008 Fiscal Year, the Total Leverage Ratio shall be equal to 3.50 to 1.0 for purposes of determining the Applicable Rate.

"Approved Fund" shall mean any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Asset Sale" shall mean the sale, transfer or other disposition (including any casualty or condemnation) by a Loan Party or any Subsidiary to any Person other than a Loan Party of (a) any capital stock in any Person (other than its own capital stock) or (b) any other asset or right of such Loan Party.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an assignee (with the consent of any Person whose consent is required by Section 10.04(b), in the form of Exhibit A or such other form as shall be approved by the Administrative Agent.

"Audax" means each of Audax Private Equity Fund II, L.P., Audax Co-Invest, L.P., Audax Trust Co-Invest, L.P. and AFF Co-Invest, L.P.

"B/A Equivalent Loan" is defined in Section 2.20(h).

"B/A Loan" shall mean a Borrowing comprised of one or more Bankers' Acceptances or, as applicable, B/A Equivalent Loans. For greater certainty, all provisions of this Agreement which are applicable to Bankers' Acceptances are also applicable, mutatis mutandis, to B/A Equivalent Loans.

"Bank Act Security" shall mean security delivered by Borrower to each Lender that is a bank listed under Schedule I, II or III of the Bank Act (Canada).

"Bankers' Acceptance" and "B/A" shall mean a non-interest bearing instrument denominated in Dollars, drawn by Borrower and accepted by a Lender in accordance with this Agreement, and shall include a depository bill within the meaning of the Depository Bills and Notes Act (Canada) and a bill of exchange within the meaning of the Bills of Exchange Act (Canada); and when used in conjunction with a "Loan" or a "Borrowing", shall include a B/A Equivalent Loan.

"Beneficiaries" shall mean (a) the Lenders and the Administrative Agent, (b) the Swap Lenders, (c) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (d) the successors and assigns of each of the foregoing.

"Board" shall mean the Board of Governors of the Federal Reserve System of the United States.

"Borrower" shall mean 1353537 Alberta Ltd., a corporation incorporated under the laws of the Province of Alberta.

"Borrower Security Agreement" shall mean the security agreement in form acceptable to the Administrative Agent, between Borrower and the Administrative Agent, for the benefit of the Beneficiaries.

"Borrowing" shall mean (a) a group of Loans of the same Class and Type, and denominated in the same currency, made, converted or continued by the Lenders on a single date and as to which a single Interest Period or Contract Period is in effect or (b) an Operating Loan.

"Borrowing Base" shall mean an amount equal to the total of (a) 75% of the unpaid amount of all Eligible Accounts of the Loan Parties less Reserves (or 90% of the unpaid amount of all Eligible Accounts that are insured in manner acceptable to the Administrative Agent, acting reasonably), and (b) the lesser of $7,000,000 and 50% of Eligible Inventory.

"Borrowing Base Certificate" means a certificate substantially in the form of Exhibit B.

"Business Day" shall mean any day (other than a Saturday, Sunday or legal holiday in the Province of Ontario or the Province of Saskatchewan) on which banks are open for business in Toronto and Saskatoon; provided, however, that when used in connection with a Letter of Credit, the term "Business Day" shall also exclude any day on which banks are not open for business in the jurisdiction in which the lending office of the Operating Lender is located.

"Business Unit" shall mean the assets constituting the business, or a division or operating unit thereof, of any Person.

"Canadian Benefit Plans" shall mean all employee benefit plans of any nature or kind whatsoever (other than the Canadian Pension Plans) that are maintained or contributed to by a Loan Party.

"Canadian Pension Plans" shall mean each plan that is considered to be a pension plan for the purposes of the ITA or any applicable pension benefits standards statute and/or regulation in Canada and that is established, maintained or contributed to by a Loan Party for its current or former employees.

"Capital Expenditures" shall mean, for any period, all amounts that would be included as additions to property, plant and equipment and other capital expenditures on a consolidated statement of cash flows for the Loan Parties during such period in accordance with GAAP (excluding capitalized interest but including the amount of assets leased under any Capital Lease; provided, however, that Capital Expenditures shall not include the capitalized portion of any Permitted Acquisitions).

"Capital Lease" is defined in the definition of the term "Capital Lease Obligations".

"Capital Lease Obligations" of any Person shall mean the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof (each, a "Capital Lease"), which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP. For the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time, determined in accordance with GAAP.

"Cash Proceeds" shall mean, with respect to any Asset Sale, cash, cash equivalents or marketable securities received from such Asset Sale, including any insurance or condemnation proceeds and proceeds received by way of deferred payment pursuant to a note receivable or otherwise.

"CDOR Rate" shall mean, for each day in any period, the annual rate of interest that is equal to the average rate applicable to Dollar bankers' acceptances for a term equal to the term of the relevant Contract Period (or for a term of one month for purposes of determining the Prime Rate) appearing on the Reuters Screen CDOR Page at approximately 10:00 a.m., Standard Time, on such date, or if such date is not a Business Day, on the immediately preceding Business Day, provided that if such rate does not appear on the Reuters Screen CDOR Page on such date as contemplated, then the CDOR Rate on such date shall be Administrative Agent's B/A bid rate.

A "Change in Control" shall be deemed to have occurred if (a) Audax and its affiliates shall cease to beneficially own, directly or indirectly, at least a majority of the voting and economic Equity Interests of Holdco on a fully diluted basis, or (b) Holdco shall cease to beneficially own, directly or indirectly, 100% of the voting and economic Equity Interests of Borrower and the Subsidiaries (except that the 100% figure above shall be 51% in the case of NorthStar Cover-All, LLC and 95% in the case of Cover-All Deutschland GmbH).

"CIBC" shall mean Canadian Imperial Bank of Commerce.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Term Loans or Operating Loans and, when used in reference to any Commitment, refers to whether such Commitment is a Revolving Commitment, Term Commitment or Operating Commitment.

"Closing Date" shall mean the date upon which the Term Loans are advanced by the Term Lenders.

"Code" shall mean the Internal Revenue Code of 1986, or any successor statute thereto, as the same may be amended from time to time.

"Collateral" shall mean all the "Collateral" or the "Security Assets" as defined in any Security Document and/or any assets which are the subject of a security interest created under a Security Document.

"Commitment" shall mean, with respect to each Lender, such Lender's Revolving Commitment, Term Commitment or Operating Commitment, as applicable.

"Commitment Fees" is defined in Section 2.05(a).

"Compliance Certificate" is defined in Section 6.04(d).

"Contract Period" shall mean the term of a B/A Loan selected by Borrower in accordance with Section 2.20, commencing on the date of such B/A Loan and expiring on a Business Day which shall be either one, two, three, six or twelve months thereafter, provided that (a) subject to clause (b) below, each such period shall be subject to such extensions or reductions as may be determined by the Administrative Agent to ensure that each Contract Period shall expire on a Business Day, and (b) no Contract Period shall extend beyond the Maturity Date.

"Contribution Notice" means a contribution as issued by the Pensions regulator under Section 38 or Section 47 of the UK Pensions Act 2004.

"Control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities or other Equity Interests, by contract or otherwise. "Controlling" and "Controlled" shall have meanings correlative thereto.

"Credit Event" is defined in Article V.

"Credit Facility" shall mean a Class of Commitments and extensions of credit thereunder. For purposes of this Agreement, each of the following comprises a separate Credit Facility: (a) the Term Facility in respect of Term Commitments, (b) the Revolving Facility in respect of Revolving Commitments, (d) the Operating Commitment.

"Credit Transactions" is defined in Section 4.02.

"Current Assets" shall mean, as at any date of determination, the total assets (other than cash and cash equivalents) of the Loan Parties on a consolidated basis that may properly be classified as current assets in conformity with GAAP.

"Current Liabilities" shall mean, as at any date of determination, the total liabilities of the Loan Parties on a consolidated basis that may properly be classified as current liabilities in conformity with GAAP.

"Default" shall mean any event or condition described in Article VIII that upon notice or expiration of any cure period set forth therein, or both will constitute an Event of Default.

"Default Rate" is defined in Section 2.07.

"Deposit Account" shall mean, with respect to any Person, any demand, time, savings, passbook or similar account of such Person maintained with a bank, savings and loan association, credit union or similar organization, whether now owned or existing or hereafter acquired or arising.

"Deposit Account Pledge Agreements" shall mean the Deposit Account Pledge Agreements entered into by the Loan Parties from time to time, in form and substance reasonably satisfactory to the Administrative Agent, in connection with all of the Deposit Accounts maintained by the Loan Parties (other than (i) payroll, tax withholding and trust accounts and (ii) any Deposit Accounts with an average monthly balance of less than $100,000).

"Discount Proceeds" shall mean, for any B/A Loan (or, as applicable, any B/A Equivalent Loan), an amount (rounded to the nearest whole cent, and with one-half of one cent being rounded upwards) calculated on the applicable date of the Borrowing of which such B/A Loan is a part or any rollover date for such Borrowing by multiplying:

(a) the face amount of the B/A Loan; by

(b) the quotient of one divided by the sum of one plus the product of:

(i) the Discount Rate (expressed as a decimal) applicable to such B/A Loan, and

(ii) a fraction, the numerator of which is the Contract Period of the B/A Loan and the denominator of which is 365 days,

with such quotient being rounded up or down to the fifth decimal place, and any multiple of .000005 being rounded up.

"Discount Rate" shall mean:

(a) with respect to any Lender that is a Schedule I Bank, as applicable to a B/A being purchased by such Lender on any day, the CDOR Rate; and

(b) with respect to any Lender that is not a Schedule I Bank, as applicable to a Banker's Acceptance being purchased or a B/A Equivalent Loan being made or deemed to be purchased by such Lender on any day, the CDOR Rate plus 10 basis points (0.10%).

"Dollars" and "$" shall mean lawful currency of Canada.

"Eligible Account" shall mean an Account owing to any Loan Party that meets each of the following requirements:

(a) it arises from the sale or lease of goods or the rendering of services which have been fully performed by such Loan Party (excluding any inspection rights and warranties granted in the ordinary course of business); and if it arises from the sale or lease of goods, (i) such goods comply with such Account Debtor's specifications (if any) in all material respects and have been delivered to such Account Debtor and (ii) such Loan Party has possession of, or if requested by the Administrative Agent, has delivered to the Administrative Agent, delivery receipts evidencing such delivery; and notwithstanding the foregoing, Accounts that are billed based on percentage of completion of installation projects shall be subject to this clause (a);

(b) it (i) is subject to a perfected, first priority Lien in favour of the Administrative Agent and (ii) is not subject to any other assignment, claim or Lien other than Permitted Liens;

(c) it is a valid, legally enforceable and unconditional obligation (excluding any inspection rights and warranties granted in the ordinary course of business) of the Account Debtor with respect thereto, and is not subject to the fulfillment of any condition whatsoever or any counterclaim, credit, allowance, discount, rebate, set-off or adjustment by the Account Debtor with respect thereto (excluding any inspection rights and warranties granted in the ordinary course of business), or to any claim by such Account Debtor denying liability thereunder in whole or in part and the Account Debtor has not refused to accept and/or has not returned or offered to return any of the goods or services which are the subject of such Account; provided, that Account shall be deemed ineligible hereunder only to the extent of such counterclaim, credit, allowance, discount, rebate, set-off, adjustment, refusal or return;

(d) there is no bankruptcy, insolvency or liquidation proceeding pending by or against the Account Debtor with respect thereto;

(e) the Account Debtor with respect thereto is a resident or citizen of, and is located within, Canada or the United States, England or (upon satisfaction of the German Conditions Precedent) Germany, unless the sale of goods or services giving rise to such Account is on letter of credit, banker's acceptance or other credit support terms reasonably satisfactory to the Administrative Agent;

(f) it is not an Account arising from a "sale on approval," "sale or return," "consignment" or "bill and hold" or subject to any other repurchase or return agreement (excluding any inspection rights and warranties granted in the ordinary course of business) ;

(g) it is not an Account with respect to which possession and/or control of the goods sold giving rise thereto is held, maintained or retained by any Loan Party (or by any agent or custodian of any Loan Party) for the account of or subject to further and/or future direction from the Account Debtor with respect thereto;

(h) it arises in the ordinary course of business of the applicable Loan Party;

(i) if the Account Debtor is Canada, the United States, or any department, agency or instrumentality thereof, the applicable Loan Party has assigned (to the extent assignable) its right to payment of such Account to the Administrative Agent pursuant to the *Assignment of Claims Act of 1940* (if applicable to such Account) or the Financial Administration Act (Canada), or any and all consents required for the effective assignment of such right to payment have been obtained, and evidence (satisfactory to the Administrative Agent) of such assignment and/or consents has been delivered to the Administrative Agent; however, notwithstanding the foregoing, the assignment and consent requirements of this clause (i) shall not apply with respect to up to $250,000 (in the aggregate) of such Accounts of the Loan Parties outstanding at any time.

(j) if the applicable Loan Party maintains a credit limit for an Account Debtor, the aggregate dollar amount of Accounts due from such Account Debtor, including such Account, does not exceed such credit limit;

(k) if the Account is evidenced by chattel paper or an instrument, the originals of such chattel paper or instrument shall have been endorsed and/or assigned and delivered to the Administrative Agent or, in the case of electronic chattel paper, shall be in the control of the Administrative Agent, in each case in a manner satisfactory to the Administrative Agent;

(l) such Account is evidenced by an invoice delivered to the related Account Debtor and is not more than (i) 90 days past the due date thereof or (ii) 120 days past the original invoice date thereof, in each case according to the original terms of sale;

(m) it is not an Account with respect to an Account Debtor that is located in any jurisdiction which has adopted a statute or other requirement with respect to which any Person that obtains business from within such jurisdiction must file a notice of business activities report or make any other required filings in a timely manner in order to enforce its claims in such jurisdiction's courts unless (i) such notice of business activities report has been duly and timely filed or the applicable Loan Party is exempt from filing such report and has provided the Administrative Agent with satisfactory evidence of such exemption or (ii) the failure to make such filings may be cured retroactively by the applicable Loan Party for a nominal fee;

(n) the Account Debtor with respect thereto is not a Loan Party or an Affiliate of a Loan Party;

(o) it is not owed by an Account Debtor with respect to which 35% or more of the aggregate amount of outstanding Accounts owed at such time by such Account Debtor is classified as ineligible under clause (l) of this definition; and

(p) if the aggregate amount of all Accounts owed by the Account Debtor thereon exceeds 25% of the aggregate amount of all Accounts of all Account Debtors of Loan Parties at such time, then all Accounts owed by such Account Debtor in excess of such amount shall be deemed ineligible.

An Account which is at any time an Eligible Account, but which subsequently fails to meet any of the foregoing requirements, shall forthwith cease to be an Eligible Account.

Notwithstanding the foregoing, (i) if an Account that does not meet one or more of the criteria set out above, it shall still be considered an Eligible Account if it is subject to a standard insurance policy of Export Development Canada or any other insurance policy acceptable to the Administrative Agent acting reasonably; and (ii) upon satisfaction of the German Conditions Precedent, but prior to the repayment in full of the German Non-Prepayable Indebtedness and the release and discharge of all Liens in respect thereof, a Reserve (which, for certainty, shall be in addition to any other Reserve in effect at such time) against Eligible Accounts in an amount in Canadian dollars equal to €37,500 at the time of calculation shall be applied to the calculation of the Borrowing Base.

"Eligible Inventory" shall mean inventory located in North America, England, or (upon satisfaction of the German Conditions Precedent) Germany and valued at the lower of cost and fair market value of all products, goods and materials owned by the Borrower for resale or for production of goods for resale, including work in progress not exceeding $1,000,000 at any time, and which is subject to a perfected, first priority Lien in favour of the Administrative Agent, and which is not subject to any other assignment, claim or lien other than Permitted Liens.

"Environmental Laws" shall mean all current and future federal, state, provincial, local and foreign laws, rules or regulations, codes, ordinances, orders, decrees, judgments or injunctions issued, promulgated, approved or entered thereunder or other requirements of Governmental Authorities or the common law, relating to protection of health and safety from environmental hazards, or pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of, or exposure to, pollutants, contaminants, chemicals or industrial, toxic or hazardous substances, or wastes into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances, or wastes, or underground storage tanks and emissions or releases therefrom.

"Equity Interests" shall mean, with respect to any Person, any and all shares, interests, participations or other equivalents, including membership interests (however designated, whether voting or nonvoting), of capital of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, such partnership, whether outstanding on the Closing Date or thereafter.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, or any successor statute, as the same may be amended from time to time.

"ERISA Affiliate" shall mean any trade or business (whether or not incorporated) under common control with the Borrower or any other Loan Party within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"Event of Default" is defined in Article VIII.

"Equipment" shall mean all of the equipment of the Loan Parties, from time to time necessary or desirable for the conduct of the business of the Loan Parties.

"Excess Cash Flow" shall mean, for the relevant period and without duplication, Operating Cash Flow during such period, minus the sum during such period of (i) the Working Capital Adjustment, (ii) all income taxes paid in cash by the Loan Parties, (iii) cash Interest Expense, (iv) scheduled repayments of Permitted Indebtedness, (v) unfunded Capital Expenditures (excluding any Capital Expenditures made through a Sale Proceeds Reinvestment), (vi) all other cash items added to Net Income in the determination of Operating Cash Flow, (vii) Permitted Acquisition Expenses (excluding any Permitted Acquisition Expenses paid in respect of cash or cash equivalents of an acquired Person or Business Unit), except to the extent financed with equity or debt proceeds, other financings or Asset Sales, (viii) all cash Investments permitted to be made hereunder, and (ix) all Restricted Payments permitted to be made hereunder and (x) all voluntary prepayments of Permitted Indebtedness (other than the Loans).

"Excluded Issuances" shall mean the sale or issuance of equity securities of Holdco (i) to any Person who holds Equity Interests of Holdco as of the Closing Date or an Affiliate of such Person, (ii) to management, or (iii) the proceeds of which are used to (A) make permitted Capital Expenditures, (B) make Permitted Investments, or (C) make Restricted Payments permitted hereunder.

"Fees" shall mean the fees described in Section 2.05.

"Financial Officer" of any Person shall mean the chief financial officer, principal accounting officer, treasurer, controller or assistant treasurer of such Person.

"Financial Support Direction" means a financial support direction issued by the Pension Regulator under Section 43 of the UK Pensions Act 2004.

"Fiscal Quarter" shall mean, with respect to any Loan Party, a period of time covering Periods 1 to 4 (first Fiscal Quarter), Periods 5 to 7 (second Fiscal Quarter), Periods 8 to 10 (third Fiscal Quarter) or Periods 11 to 13 (fourth Fiscal Quarter) of each Fiscal Year of such Loan Party.

"Fiscal Year" shall mean the Fiscal Year of the Borrower, Holdco and the Subsidiaries beginning in each case on the first day of Period 1 of a calendar year and ending on the last day of Period 13 in the following calendar year.

"Fixed Charges" means, for any period, the sum, without duplication, of (a) cash Interest Expense (including, without limitation, the interest component of Capital Lease expense, commitment fees and letter of credit fees), and (b) scheduled amortization payments of principal actually made (specifically excluding prepayments of Term Loans under Section 2.12) or scheduled to be made with respect to Indebtedness (other than payments under the Revolving Loans), including the principal component of payments with respect to Capital Leases as such scheduled payments may be reduced by the application of prepayments.

"Fixed Charge Coverage Ratio" shall, on any date of determination, mean the ratio of (a) Operating Cash Flow less payments of cash Taxes and unfunded Capital Expenditures (excluding any Capital Expenditures made through a Sale Proceeds Reinvestment), to (b) Fixed Charges, all determined for the period of four consecutive Fiscal Quarters ending on or most recently prior to such date. For all reporting periods ending prior to the first anniversary of the Closing Date, (x) Fixed Charges shall be annualized and (y)

cash Taxes and unfinanced Capital Expenditures shall be equal to the actual amounts expended in cash on such after the Closing Date through the end of such testing period.

"GAAP" shall mean generally accepted accounting principles in Canada which are in effect from time to time, as published in the Handbook of the Canadian Institute of Chartered Accountants, applied on a consistent basis.

"German Conditions Precedent" means (i) the repayment in full of the German Secured Indebtedness, (ii) the release and discharge of all Liens securing the German Secured Indebtedness, (iii) the resolution and filing of an amendment of the Organizational Documents of Cover-All Deutschland GmbH to remove any restriction as to the payment of dividends or other distributions to its shareholders, (iv) the granting by Cover-All Deutschland GmbH of a Guarantee Agreement, Guarantor Security Agreements and all related Loan Documents as required hereunder, and (v) the perfecting (of equivalent thereto under German law) of all Liens in favour of the Administrative Agent pursuant to the Guarantor Security Agreements granted by Cover-All Deutschland GmbH.

"German Non-Prepayable Indebtedness" means the outstanding indebtedness under two loan agreements each dated May 22, 2003 and made between Cover-All Deutschland GmbH and Stadtsparkasse Ochtrupp (renamed Verbundsparkasse Emsdetten – Ochtrupp) in a principal amount not exceeding €87,500, with respect to which no more than €37,500 may be secured by a Lien over the Accounts (but not over any other property) of Cover-All Deutschland GmbH; and for certainty, the principal amount of the German Non-Prepayable Indebtedness in excess of €37,500 shall be unsecured.

"German Secured Indebtedness" means Indebtedness of Cover-All Deutschland GmbH to, without limitation, VerbundSparkasse Emsdetten-Ochtrup, and Volksbank Ochtrup eG, pursuant to certain operating and term loan credit facilities set out in detail in Schedule 4.23 hereof, which Indebtedness shall not exceed the amount owing in respect thereof as of the Closing Debt, and which shall be fully cash collateralized except for (i) no more than €162,500 of the principal amount thereof plus (ii) the German Non-Prepayable Indebtedness (which for purposes of this Agreement shall not form part of the German Secured Indebtedness).

"Governmental Authority" shall mean any federal, state, provincial, regional, local or foreign court or governmental agency, authority, instrumentality or regulatory body.

"Guarantee" of or by any Person shall mean any obligation, contingent or otherwise (whether or not denominated as a guarantee), of such Person guaranteeing any Indebtedness of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness, (b) to purchase property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment of such Indebtedness or (c) to maintain working capital, equity capital or other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness; provided, however, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee at any time shall be deemed to be an amount equal to the least at such time of (x) the stated or determinable amount of the primary obligation in respect of which

such Guarantee is made or (y) the maximum amount for which such Person may be liable pursuant to the terms of the instrument embodying such Guarantee (or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof), or (z) if recourse is limited to a specified asset, the fair market value of such asset.

"Guarantee Agreements" shall mean the guarantee agreements in form acceptable to the Administrative Agent entered into by each of the Guarantors for the benefit of the Beneficiaries.

"Guarantor Security Agreements" shall mean the security agreements in form acceptable to the Administrative Agent, between each Guarantor and the Administrative Agent, for the benefit of the Beneficiaries. For certainty, the Guarantor Security Agreements shall include any charge agreements, assignment agreements, pledge agreements, debentures, or other security agreements granted by a guarantor for the benefit of the Beneficiaries.

"Guarantors" shall mean Holdco and each Subsidiary that from time to time guarantees the Obligations pursuant to a Guarantee Agreement. For certainty, NorthStar Cover-All, LLC shall not be a Guarantor hereunder.

"Hazardous Materials" is defined in Section 4.14(d).

"Holdco" shall mean Cover-All Holding Corp., a Nova Scotia unlimited liability company.

"Indebtedness" of any Person shall mean all obligations of such Person for borrowed money, including without limitation (a) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (b) all obligations of such Person under conditional sale or other title retention agreements relating to assets purchased by such Person, (c) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable and similar accrued liabilities arising in the ordinary course of business), (d) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed by such Person (and in the event such Person has not assumed or otherwise become liable for payment of such obligation, the amount of Indebtedness under this clause (d) shall be the lesser of the amount of such obligation and the fair market value of such property), (e) all Guarantees of obligations that otherwise constitute "Indebtedness" hereunder by such Person, (f) all Capital Lease Obligations of such Person, (g) all obligations of such Person as an account party to reimburse any bank or any other Person in respect of amounts drawn under letters of credit. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner, except to the extent such Indebtedness is expressly non-recourse to such Person.

"Indemnitee" is defined in Section 10.05(b).

"Information" is defined in Section 10.15.

"Insolvency Law" shall mean, to the extent applicable, (a) Title 11 of the United States Code, (b) the Bankruptcy and Insolvency Act (Canada), (c) the Companies' Creditors Arrangement Act (Canada) and (d) any similar federal, provincial, state, local or foreign

bankruptcy or insolvency law, in each case as now constituted or hereafter amended or enacted.

"Intercreditor Agreement" shall mean an intercreditor agreement among the Borrower, the Administrative Agent and the administrative agent with respect to the Subordinated Loan, on terms satisfactory to the Lenders acting reasonably.

"Interest Expense" shall mean, for any period, the interest expense of the Loan Parties for such period determined on a consolidated basis in accordance with GAAP.

"Interest Payment Date" shall mean with respect to any Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part.

"Interest Period" shall mean as to any Prime Rate Borrowing the period commencing on the date of such Borrowing or on the last day of the immediately preceding Interest Period applicable to such Borrowing, as the case may be, and ending on the earlier of (i) the last day of the next succeeding month and (ii) the Maturity Date. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period.

"Inventory" shall have the meaning given such term in the Borrower Security Agreement.

"Investment" shall mean, as applied to any Person (the "investor"), any direct or indirect purchase or other acquisition by the investor of, or a beneficial interest in, stock or other securities of any other Person, including any exchange of equity securities for Indebtedness, or any direct or indirect loan, advance (other than advances to employees for moving and travel expenses, drawing accounts and similar expenditures in the ordinary course of business) or capital contribution by the investor to any other Person, including all Indebtedness and accounts receivable owing to the investor from such other Person that did not arise from sales or services rendered to such other Person in the ordinary course of the investor's business. Except for any Investment described in the immediately succeeding sentence, the amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment minus any amounts (a) realized upon the disposition of assets comprising an Investment (including the value of any liabilities assumed by any Person other than Borrower or any Subsidiary in connection with such disposition), (b) constituting repayments of Investments that are loans or advances or (c) constituting cash returns of principal or capital thereon (including any dividend, redemption or repurchase of equity that is accounted for, in accordance with GAAP, as a return of principal or capital). For purposes of this Agreement, the redemption, purchase or other acquisition for value by Borrower or any Subsidiary of any shares of its capital stock from a Person other than Borrower or any other Subsidiary shall be deemed to be an "Investment" by Borrower or such Subsidiary in its shares of capital stock.

"ITA" shall mean the Income Tax Act (Canada), as amended, and any successor thereto, and any regulations promulgated thereunder.

"LC Disbursement" shall mean any payment or disbursement made by the Operating Lender under or pursuant to a Letter of Credit.

"LC Exposure" shall mean, at any time of determination, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit and (b) the aggregate amount of all LC Disbursements in respect of Letters of Credit that have not been reimbursed by Borrower or another Loan Party at such time.

"Lead Arranger" shall mean CIBC.

"Lenders" shall mean the Persons listed on Schedule 2.01 (and their respective successors, which shall include any entity resulting from a merger or consolidation) and any other Person that shall have become a party hereto pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance. Unless the context clearly indicates otherwise, the term "Lenders" shall include the Operating Lender.

"Lenders' Counsel" shall mean Borden Ladner Gervais LLP.

"Letters of Credit" shall mean the letters of credit issued for the account of Borrower by the Operating Lender pursuant to the terms and conditions of Article III.

"Letter of Credit Request" shall mean a properly completed notice in a form acceptable to the Operating Lender .

"Lien" shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, assignment for security, hypothecation, encumbrance, charge or security interest in or on such asset, and (b) the interest of a vendor or a lessor under any conditional sale agreement, Capital Lease or title retention agreement relating to such asset.

"Loan Documents" shall mean this Agreement, the Notes, the Letters of Credit, the Security Documents, the Guarantee Agreements, the Bankers' Acceptances, all agreements, instruments and documents which create or perfect any of the Liens securing the Obligations or create any obligation between any Loan Party and the Administrative Agent or any Lender, each Notice of Borrowing, Notice of Conversion or Continuation, Borrowing Base Certificate, Letter of Credit Request and Compliance Certificate, and all agreements, instruments and documents that are agreed to by Borrower and the Administrative Agent to constitute a "Loan Document" hereunder heretofore, now or hereafter executed by or on behalf of any Loan Party and delivered to or for the benefit of the Administrative Agent or any Lender in connection this Agreement, and all renewals, replacements, consolidations, substitutions and extensions of any of the foregoing.

"Loan Party" shall mean Holdco, Borrower and each Subsidiary.

"Loans" shall mean the Revolving Loans, the Term Loans and the Operating Loans.

"Margin Stock" shall have the meaning given such term under Regulation U.

"Material Adverse Effect" shall mean any act, omission, event or undertaking which would, singly or in the aggregate, have a materially adverse effect upon (a) the business, assets, properties, liabilities, financial condition or results of operations or business prospects of the Loan Parties taken as a whole, (b) the ability of the Loan Parties taken as a whole to perform any obligations under the Loan Documents, (c) the legality, validity, binding effect, enforceability or admissibility into evidence of the Loan Documents or the

ability of the Administrative Agent or any Lender to enforce any rights or remedies under or in connection with the Loan Documents or (d) the perfection or priority of the Administrative Agent's Lien on the Collateral.

"Material Contract" shall mean any contract to which as Loan Party is or becomes a party that provides for payments by or to a Loan Party in excess of $250,000.

"Maturity Date" shall mean the fifth anniversary of the Closing Date.

"Mortgages" means such mortgages of the Loan Parties' interests in real property as are required by the Administrative Agent and the Lender, in form and on terms satisfactory to the Administrative Agent and the Lenders.

"Multiemployer Plan" shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which Borrower or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code) is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"Net Cash Proceeds" shall mean (a) with respect to any Asset Sale or casualty loss, the Cash Proceeds therefrom, net of (i) costs of sale (including payment of the outstanding principal amount of, premium or penalty, if any, and interest on any Indebtedness (other than Loans) required to be repaid under the terms thereof as a result of such Asset Sale), (ii) taxes paid or reasonably estimated to be payable in the year such Asset Sale occurs or in the following year as a result thereof, (iii) appropriate amounts required to be reserved for post-closing adjustments in connection with such Asset Sale, and (iv) deductions for Indebtedness secured by any assets forming part of such Asset Sale, provided that such Indebtedness is repaid as a result of such Asset Sale; and (b) with respect to any issuance of debt or equity securities, the cash proceeds thereof, net of underwriting commissions or placement fees and expenses directly incurred in connection therewith.

"Net Current Assets" shall mean for any Person, as of any date of determination, the difference (which may be a negative number) between (a) the total assets of such Person that may properly be classified as current assets in conformity with GAAP, excluding cash and cash equivalents, minus (b) the total liabilities of such Person that may properly be classified as current liabilities in conformity with GAAP, excluding the current portion of long term debt.

"Net Income" shall mean, for any period, the net income (or loss) of Borrower and the Subsidiaries on a consolidated basis for such period taken as a single accounting period determined in conformity with GAAP (incuding, for certainty, adjustments to reflect minority interests in non-wholly owned Subsidiaries), provided that there shall be excluded from such calculation: (a) the net income (or net loss) of any other Person accrued prior to the date it becomes a Subsidiary of, or is merged into or consolidated with, the Person whose Net Income is being determined or a Subsidiary of such Person, (b) any restoration of any contingency reserve not in the ordinary course of business, except to the extent that provision for such reserve was made out of income during such period, (c) any net gains or losses on the sale or other disposition, not in the ordinary course of business, of any assets, or discontinued operations, (d) any net gain arising from the collection of the proceeds of any insurance policy, (e) any writeup of any asset, except any write-up of any asset in the ordinary course of such Person's business in

accordance with the percentage of completion rules under GAAP, and (f) any other non-cash, extraordinary, unusual or non-recurring item.

"NorthStar Negative Pledge" means an agreement granted by NorthStar Cover-All, LLC in favour of the Administrative Agent for the benefit of the Beneficiaries, whereby NorthStar Cover-All, LCC covenants and agrees, on terms acceptable to the Administrative Agent, not to incur any Indebtedness other than Indebtedness expressly permitted thereby.

"Notes" shall mean the promissory notes executed by Borrower and delivered to the Lenders evidencing such Lender's Loans and participations in Letters of Credit.

"Notice of Borrowing" is defined in Section 2.03.

"Notice of Conversion or Continuation" is defined in Section 2.09.

"Obligations" shall mean, without duplication, (a) the due and punctual payment by Borrower of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by Borrower in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of LC Disbursements, interest thereon (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and obligations to provide cash collateral, and (iii) all other monetary obligations of Borrower to any of the Administrative Agent, the Operating Lender and the Lenders under this Agreement and each of the other Loan Documents, including obligations to pay Fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise, arising under the Loan Documents (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual payment of all the monetary obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents, (c) the due and punctual payment of all monetary obligations of each Loan Party under each Swap Agreement that (i) is in effect on the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Closing Date or (ii) is entered into after the Closing Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such agreement is entered into and (d) the due and punctual payment and performance of all obligations of each Loan Party to a Lender or an Affiliate of a Lender in respect of cash management services (other than cash management services provided after (i) the principal of and interest on each Loan and all Fees payable hereunder have been paid in full, (ii) the Lenders have no further commitment to lend hereunder, (iii) the LC Exposure has been reduced to zero and (iv) the Operating Lender has no further obligation to issue Letters of Credit), including obligations in respect of overdrafts, temporary advances, interest and fees.

"Operating Cash Flow" shall mean, for any period, the sum (without duplication) of the amounts for such period of Net Income plus, in each case to the extent deducted in determining such Net Income (except in the case of (f)), (a) all federal, provincial, state,

local and foreign taxes, (b) Interest Expense, (c) depreciation and amortization expense, (d) management fees and transaction fees and expense reimbursements and indemnities paid in the ordinary course of business in connection therewith (e) all fees and expenses related to the Transactions, (f) the proceeds of any business interruption insurance, (g) all costs, fees, expenses, charges and any one time payments made related to any Permitted Investment, Permitted Acquisition, permitted issuance of equity, permitted recapitalization, permitted reorganization, permitted Asset Sale, or issuance of Indebtedness permitted pursuant to Section 7.01, (h) all expenses and charges indemnified or reimbursed by unaffiliated Persons, (i) all director fees, expense reimbursements and indemnifications paid in the ordinary course of business, (j) all indemnifications paid to officers and employees in the ordinary course of business, and (k) all one-time compensation expenses paid in connection with the Transactions or any Permitted Acquisition; and provided that solely for the purpose of calculating compliance with Section 7.13,Section 7.14 and Section 7.15, (i) the Operating Cash Flow of any Persons acquired during such period shall be calculated as though such Person had been acquired on the first day of such period, and (ii) the Operating Cash Flow shall be calculated with the addition or subtraction of the following adjustments and such other adjustments as are reasonably acceptable to the Required Lenders:

Fiscal Year 2007	Periods 11-13	($417,000)
Fiscal Year 2008	Periods 1-4	$58,000
Fiscal Year 2008	Periods 5-7	$171,000
Fiscal Year 2008	Periods 8-10	($125,000)

"Operating Commitment" shall mean, with respect to the Operating Lender, the commitment of such Lender to make Operating Loans hereunder as set forth on Schedule 2.01.

"Operating Exposure" shall mean, at any time, the aggregate principal amount of the Operating Loans outstanding at such time.

"Operating Lender" shall mean CIBC, in its capacity as the holder of the Operating Commitment and the maker of Operating Loans hereunder, or any successor thereto or assign thereof which shall not be a non-resident of Canada or shall be deemed to be a resident of Canada for purposes of Subsection 212(13.3) of the ITA in respect of any amount paid or credited hereunder in respect of such Operating Commitment and Loans.

"Operating Loans" shall mean the loans made by the Operating Lender pursuant to Section 2.01(c).

"Organizational Documents" means, with respect to any Person, such Person's memorandum, notice of articles, articles, certificate of incorporation or formation, bylaws, partnership agreement, operating agreement, joint venture agreement or other similar governing documents and any document setting forth the designation, amount and/or relative rights, limitations and preferences of any class of such Person's capital stock, partnership interests, membership interests or other equivalent interests.

"Other Taxes" is defined in Section 2.18(b).

"Original Obligations" has the meaning given to that term in Section 4.17.

"Parallel Debt Security" has the meaning given to that term in Section 4.17.

"Parallel Obligations" has the meaning given to that term in Section 4.17.

"Pension Plan Event" shall mean (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by any Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by any Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by any Loan Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (g) the receipt by any Loan Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Loan Party or any ERISA Affiliate of any notice, concerning the imposition of a withdrawal liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA; (h) a Governmental Authority gives notice of its intention to terminate, in whole or in part, a Canadian Pension Plan, or to appoint an administrator of a Canadian Pension Plan, or Borrower, any Subsidiary or any other Loan Party declares or gives notice of intention to declare a wind up of a Canadian Pension Plan, in whole or in part, or any of the Canadian Pension Plans individually or in the aggregate have an unfunded actuarial liability or solvency deficiency (within the meaning of applicable laws) that exceeds $500,000; or (i) the Pensions Regulator issues a Financial Support Direction or a Contribution Notice to any Loan Party.

"Pensions Regulator" means the body corporate called the Pensions Regulator established under Part I of the UK Pensions Act 2004.

"Period" means any one of the periods in Borrower's Fiscal Year, such periods from the Closing Date to the Maturity Date being set out specifically in Schedule 1.01; and any Period referred to in this Agreement followed by a numerical indicator shall mean the Period identified by that number for a particular Fiscal Year in Schedule 1.01.

"Permitted Acquisition" shall have the meaning set out in Section 7.05.

"Permitted Acquisition Expenses" means (a) cash consideration paid by Borrower or any of its or Holdco's wholly-owned Subsidiaries to acquire assets, capital stock or a Business Unit in connection with a Permitted Acquisition made in accordance with Section 7.05, (b) bona fide direct costs and expenses incurred as a result of a Permitted Acquisition (including costs and expenses related to the shutdown of facilities and employee severance) to the extent such costs and expenses (i) are capitalized as part of the cost of the Permitted Acquisition in the consolidated financial statements of Borrower and (ii) are paid by a Loan Party no more than 365 days from the date of such Permitted Acquisition, and (c) bona fide direct costs and expenses paid in connection with such Permitted Acquisition, including reasonable commissions and fees and expenses of professional advisors and any title and recordation expenses.

"Permitted Discretion" shall mean the Administrative Agent's reasonable judgment exercised in good faith based upon its consideration of any factor which the Administrative Agent believes in good faith: (a) will or could adversely affect the value of any Collateral, the enforceability or priority of the Administrative Agent's Liens thereon or the amount which the Administrative Agent, the Lenders or the Operating Lender would be likely to receive (after giving consideration to delays in payment and costs of enforcement) in the liquidation of such Collateral; (b) suggests that any collateral report or financial information delivered to the Administrative Agent by Borrower is incomplete, inaccurate or misleading in any material respect; or (c) materially increases the likelihood of a bankruptcy, reorganization or other insolvency proceeding involving a Loan Party. In exercising such judgment, the Administrative Agent may consider such factors already included in or tested by the definition of Eligible Accounts, as well as any of the following: (i) the changes in collection history and dilution with respect to the Accounts; (ii) changes in any concentration of risk with respect to any such Accounts; and (iii) any other factors that adversely affect the credit risk of lending to Borrower on the security of Borrowers' Accounts.

"Permitted Investments" shall mean any of the following:

(a) any evidence of Indebtedness, maturing not more than one year after the acquisition thereof, issued by Canada or the United States of America, or any instrumentality or agency thereof and guaranteed fully as to principal, interest and premium, if any, by Canada or the United States of America;

(b) any certificate of deposit, maturing not more than one year after the date of purchase, issued by a commercial banking institution that has long-term debt rated "A" or higher by Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's Ratings Services ("S&P") and which has a combined capital and surplus and undivided profits of not less than U.S.$500,000,000;

(c) commercial paper (i) maturing not more than 365 days after the date of purchase and (ii) issued by a corporation (other than a Loan Party or any Affiliate of a Loan Party) with a rating, at the time as of which any determination thereof is to be made, of "P-1" or higher by Moody's or "A-1" or higher by S&P (or equivalent rating in the case of a Permitted Investment made by a foreign Subsidiary);

(d) demand deposits with any bank or trust company;

(e) loans by a Loan Party to any other Loan Party; provided that if such loan is evidenced by a demand note or other instrument which is secured or by chattel paper, such note, instrument or chattel paper shall be delivered to the Administrative Agent;

(f) loans to elderly part-time employees (*Altersteilzeitgesetz*), to the extent required under German law;

(g) repurchase agreements with a term of not more than 30 days with respect to Indebtedness issued by Canada or the United States of America, or any instrumentality or agency thereof and guaranteed fully as to principal, interest and premium, if any, by Canada or the United States of America;

(h) Any mutual or money market funds composed exclusively of the foregoing (other than (e);

(i) Investments in securities of Account Debtors received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such Account Debtors;

(j) Investments listed on Schedule 7.05 and agreed to by the Administrative Agent in its Permitted Discretion;

(k) earnest money required in connection with permitted Investments;

(l) any Loan Party may make a loan or an Investment that could otherwise be made as a Restricted Payment;

(m) any Loan Party may capitalize or forgive any Debt owed to it by any other Loan Party (other than non wholly-owned Subsidiaries);

(n) (A) travel and moving advances given to employees and directors in the ordinary course of business and (B) other emergency or special circumstance advances given to employees not to exceed in the case of (A) and (B) taken together $250,000 in the aggregate outstanding at any time;

(o) Investments received as the non-cash portion of consideration received in connection with dispositions permitted under this Agreement;

(p) Equity Investments in Subsidiaries; and

(q) other Investments not listed above in an aggregate amount not to exceed $100,000 at any one time in the aggregate.

"Permitted Liens" shall mean, with respect to any Person, any of the following:

(a) Liens for taxes, assessments or other governmental charges or levies not yet due and payable or which are being contested in good faith by appropriate proceedings diligently pursued, provided that (i) any proceedings commenced for the enforcement of such Liens shall have been duly suspended and (ii) full provision for the payment of all such taxes known to such Person has been made on the books of such Person if and to the extent required by GAAP;

(b) Builders', mechanics', materialmen's, carriers', warehousemen's, landlord's and similar Liens arising by operation of law and in the ordinary course of business and securing obligations of such Person that are either (i) less than $200,000 in the aggregate or (ii) not overdue for a period of more than 60 days or are being contested in good faith by appropriate proceedings diligently pursued, provided that in the case of any such contest (A) any proceedings commenced for the enforcement of such Liens shall have been suspended and (B) full provision for the payment of such Liens has been made on the books of such Person if and to the extent required by GAAP;

(c) Liens arising in connection with worker's compensation, unemployment insurance, old age pensions and social security benefits that are not overdue or are being contested in good faith by appropriate proceedings diligently pursued, provided that in the case of any such contest (i) any proceedings commenced for the enforcement of such Liens shall have been duly suspended and (ii) full provision for the payment of such Liens has been made on the books of such Person if and to the extent required by GAAP;

(d) Liens required under or created by German law in favour of elderly part-time employees (*Altersteilzeitgesetz*);

(e) (i) Liens incurred or deposits made in the ordinary course of business to secure the performance of bids, tenders, statutory obligations, fee and expense arrangements with trustees and fiscal agents (exclusive of obligations incurred in connection with the borrowing of money or the payment of the deferred purchase price of property) and (ii) Liens securing surety, indemnity, performance, appeal and release bonds, in the case of either clause (i) or (ii), securing such obligations and (A) also fully secured by a Letter of Credit issued by the Operating Lender, or (B) otherwise in an amount outstanding at any time not to exceed individually or in the aggregate $20,000,000, provided that full provision for the payment of all such obligations has been made on the books of such Person if and to the extent required by GAAP, and that any Lien in favour of the Administrative Agent under this Agreement and the credit agreement in respect of the Subordinated Loan has priority over any consensual Lien in favor of such surety or similar Person;

(f) imperfections of title, covenants, restrictions, rights of way, easements, servitudes, mineral interest reservations, municipal and zoning ordinances, general real estate taxes and assessments not yet delinquent and other encumbrances on real property that (i) do not arise out of the incurrence of any Indebtedness for money borrowed and (ii) do not interfere with or impair in any material respect the utility, operation, value or marketability of the real property on which such Lien is imposed;

(g) the rights of collecting banks or other financial institutions having a right of setoff, revocation, refund, pledge, chargeback or similar rights under customary general terms and conditions with respect to money or instruments on deposit with or in the possession of such financial institution;

(h) leases or subleases granted to others not interfering in any material respect with the business of Borrower or any Subsidiary and any interest or title of a lessor under any lease (whether a Capital Lease or an operating lease) permitted by this Agreement or the Security Documents;

(i) Liens on accounts receivable for which attempts at collection have been undertaken by a third party authorized by the Person owning such accounts receivable;

(j) Liens arising from UCC or PPSA financing statements (or analogous personal property security filings or registrations in other jurisdictions) regarding operating leases;

(k) Liens in favour of the Administrative Agent on behalf of the Lenders;

(l) Liens under the Subordinated Loan credit agreement, in favour of the administrative agent thereunder on behalf of the lenders thereunder;

(m) all reservations in the original grant from the Crown of any lands or interests therein and statutory exceptions, qualifications and reservations in respect of title;

(n) attachments, appeal bonds, judgments and other similar Liens with respect to judgements not otherwise constituting an Event of Default under Section 8(j);

(o) Liens exclusively on the proceeds of insurance and premium refunds in connection with the financing of insurance premiums;

(p) Liens encumbering customary initial deposits and margin deposits, and similar Liens in favour of the broker thereof attaching to commodity trading accounts and other brokerage accounts incurred in the ordinary course of business to the extent that the underlying Investment is permitted hereunder;

(q) Liens on goods in the possession of customs authorities in favour of such customs authorities which secure payment of customs duties in connection with importation of goods;

(r) Liens deemed to exist in connection with permitted repurchase obligations or set-off rights;

(s) Liens in favour of collecting banks arising under Section 4-210 of the UCC;

(t) Liens existing on the Closing Date (and for up to 30 days thereafter) against the property of Cover-All Deutschland GmbH and securing the German Secured Indebtedness; and

(u) Liens existing on the Closing Date against the Accounts of Cover-All Deutschland GmbH and securing up to €37,500 of the German Non-Prepayable Indebtedness.

Any reference in any of the Loan Documents to a Permitted Lien is not intended to and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Lien created by any of the Loan Documents to any Permitted Lien.

"Person" shall mean any natural person, corporation, legal person, business trust, joint venture, association, company, limited liability company, partnership or government, or any agency or political subdivision thereof.

"Plan" shall mean any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of

ERISA, has made contributions at any time during the immediately preceding five plan years.

"PPSA" shall have the meaning given such term in the Borrower Security Agreement.

"Prime Rate" shall mean, for each day in any period, a fluctuating interest rate per annum as shall be in effect from time to time, which rate per annum shall at all times for such day be equal to the higher of (a) the annual rate of interest announced publicly by the Administrative Agent and in effect as its prime rate at its principal office in Toronto, Ontario on such day for determining interest rates on Dollar-denominated commercial loans made in Canada and (b) 1.00% per annum above the CDOR Rate in effect on such date. Each change to the Prime Rate shall be effective on the date such change is publicly announced as being effective.

"Purchase Agreement" shall mean that certain Share Purchase Agreement dated as of the Closing Date by and among Holdco, the Borrower, the Vendors (as defined therein) and the various other parties thereto, in respect of, *inter alia*, the purchase and sale of the Purchased Shares (as defined therein).

"Purchase Transactions" is defined in Section 4.02.

"Real Properties" shall mean each parcel of real property identified on Section 4.19, together with all fixtures thereon.

"Register" is defined in Section 10.04(d).

"Regulation T" shall mean Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation U" shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation X" shall mean Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Required Lenders" shall mean, as of the date of determination thereof, the Lenders having at least 66 2/3% of the sum of the aggregate principal amount of Loans, LC Exposures and unused Revolving Commitments; provided that if there are only two Lenders, then "Required Lenders" shall mean both Lenders.

"Responsible Officer" of any Person shall mean the chief executive officer, president, any Financial Officer or any vice president of such Person and any other officer or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement.

"Reserves" shall mean such amounts, if any, determined in each case by the Administrative Agent, in its good faith reasonable business judgment, as a result of a change in circumstances, as a reserve against Account values for potential or anticipated obligations of Borrower, including (a) tax liabilities and other obligations owing to government entities, (b) litigation liabilities, (c) environmental liabilities, and (d) the anticipated costs and expenses relating to the liquidation of Accounts, determined by the

Administrative Agent, in its good faith business judgment, to have a reasonable likelihood of becoming actual obligations of Borrower, except to the extent of any reserves for such obligations reflected in Borrower's applicable financial statements. The Borrower shall provide the Administrative Agent with regular updates in respect of the matters set out in (a) to (d) above in detail sufficient for the Administrative Agent, acting reasonably, to assess the requirement for such reserves. The Administrative Agent shall provide Borrower with notice of such reserve ten (10) Business Days prior to instituting the reserve, during which time Borrower may provide the Administrative Agent with information rebutting the change in circumstances giving rise to the reserve. No Reserve shall be duplicative of eligibility requirements.

"Restricted Payment" shall mean (a) any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party, now or hereafter outstanding, (b) any redemption, retirement, sinking fund or similar payment, purchase, exchange or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party, now or hereafter outstanding, (c) any payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire Equity Interests of any Loan Party; (d) any payment of a claim for the rescission of the purchase or sale of, or for material damages arising from the purchase or sale of, any Equity Interests of any Loan Party or of a claim for reimbursement, indemnification or contribution arising out of or related to any such claim for damages or rescission; (e) any payment, loan, contribution, or other transfer of funds or other property to any holder of Equity Interests of any Loan Party other than payment of compensation (which compensation shall exclude any shareholder or equity distributions) in the ordinary course of business to holders who are employees or directors of such Loan Party; (f) any redemption, repurchase or prepayment or other retirement, prior to the stated maturity thereof or prior to the due date of any regularly scheduled instalment or amortization payment with respect thereto, of any Indebtedness of a Person (other than the Obligations and trade debt); and (g) any payment of management fees (or other fees of a similar nature) or out-of-pocket expenses in connection therewith by any Loan Party to any holder of Equity Interests of any Loan Party or its Affiliates.

"Revolving Borrowing" shall mean a Borrowing comprised of Revolving Loans.

"Revolving Commitment" shall mean, with respect to each Revolving Lender, the commitment of such Lender to make Revolving Loans hereunder as set forth on Section 2.01 or in the Assignment and Acceptance pursuant to which such Lender assumed its Revolving Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.08 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04.

"Revolving Credit Availability Period" shall mean the period commencing on the Closing Date and ending on the Maturity Date.

"Revolving Credit Utilization" shall mean, at any time of determination, the aggregate principal amount of Revolving Loans outstanding at such time.

"Revolving Lenders" shall mean the Lenders having Revolving Commitments or holding Revolving Loans and which shall not be non-residents of Canada or shall be deemed to be residents in Canada for purposes of Subsection 212(13.3) of the ITA in respect of any amount paid or credited hereunder in respect of such Commitments and Loans.

"Revolving Loans" shall mean the revolving loans made by the Revolving Lenders to Borrower pursuant to Section 2.01(b). For the avoidance of doubt, Operating Loans shall not constitute Revolving Loans for purposes of this Agreement.

"Sale Proceeds Reinvestment" shall mean the reinvestment by a Loan Party of the net proceeds of Asset Sales in assets used or useful in the business of such Loan Party within 180 days of such Asset sale.

"Sale/Leaseback Transaction" shall mean an arrangement, direct or indirect, whereby any Loan Party shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred.

"Schedule I Bank" shall mean a bank that is a Canadian chartered bank listed on Schedule I under the Bank Act (Canada).

"Security Agreements" shall mean the Borrower Security Agreement and the Guarantor Security Agreements.

"Security Documents" shall mean the Mortgages, Security Agreements, the Deposit Account Pledge Agreements, the Bank Act Security, the Notes, the NorthStar Negative Pledge, financing statements and all other similar agreements, assignments, instruments and documents delivered to the Administrative Agent from time to time to create, evidence or perfect Liens securing the Obligations, and all renewals, replacements, consolidations, substitutions and extensions of any of the foregoing.

"Senior Leverage Ratio" shall mean, on any date of determination, the ratio of (a) Senior Secured Indebtedness on such date net of (i) all Cash and Cash Equivalents on hand and (ii) the cash collateralized portion of the German Secured Indebtedness, to (b) Operating Cash Flow of the Loan Parties for the period of four consecutive Fiscal Quarters ending on or most recently prior to such date.

"Senior Secured Indebtedness" shall mean all Indebtedness of the Loan Parties, secured by Liens against real property, personal property or other assets of the Loan Parties, where such Liens have priority over or rank equally with the Liens created by the Security Documents, and shall include the Obligations and the principal component of Capital Leases and secured Guarantees entered into by the Loan Parties.

"Standard Time" shall mean eastern standard time or eastern daylight savings time, as applicable on the relevant date.

"Subordinated Debt" means Indebtedness of the Borrower that has been subordinated and postponed to the Obligations on terms and conditions, and pursuant to documentation, reasonably acceptable to the Lenders.

"Subordinated Loan" means the loan to the Borrower in the original principal amount of $15,000,000 made pursuant to a credit agreement of even date herewith among the Borrower, the lenders party thereto and Canadian Imperial Bank of Commerce as administrative agent and lead arranger.

"subsidiary" shall mean, with respect to any Person (herein referred to as the "parent"), any corporation, partnership, association or other business entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership or membership interests are, at the time any determination is being made, owned, controlled or held by, or otherwise Controlled by, the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" shall mean, unless the context indicates otherwise, any direct or indirect subsidiary of Holdco or Borrower.

"Swap Agreement" means any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a Loan Party against fluctuations in interest rates, currency exchange rates or commodity prices.

"Swap Lender" mean each Lender or Affiliate of such Lender that is the counterparty to any Swap Agreement with a Loan Party, the obligations under which shall constitute Obligations.

"Taxes" is defined in Section 2.18(a).

"Term Borrowing" shall mean a Borrowing comprised of Term Loans.

"Term Commitment" shall mean, with respect to each Lender, the commitment of such Lender to make Term Loans hereunder as set forth on Schedule 2.01 or in the Assignment and Acceptance pursuant to which such Lender assumed its Term Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.08 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04.

"Term Lenders" shall mean the Lenders having Term Commitments or holding Term Loans and which shall not be non-residents of Canada or which shall be deemed to be residents in Canada for purposes of Subsection 212(13.3) of the ITA in respect of any amount paid or credited hereunder in respect of such Commitments and Loans.

"Term Loans" shall mean the term loans made by the Lenders to Borrower pursuant to Section 2.01(a)(i).

"Term Repayment Amount" is defined in Section 2.10(a).

"Term Repayment Date" is defined in Section 2.10(a).

"Total Leverage Ratio" shall mean, on any date of determination, the ratio obtained by dividing (a) Indebtedness of Borrower and the Subsidiaries on such date less (i) all cash and cash equivalents on hand and (ii) the cash collateralized portion of the German Secured Indebtedness, by (b) Operating Cash Flow for the period of four consecutive Fiscal Quarters ending on or most recently prior to such date.

"Transactions" is defined in Section 4.02.

"Transferee" is defined in Section 2.18(a).

"Type", when used in respect of any Loan or Borrowing, shall refer to the Rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined. For purposes hereof, the term "Rate" shall include the Prime Rate and the Discount Rate applicable to B/A and B/A Equivalent Loans.

"U.S. Newco" means Cover-All U.S. Holding Corp.

"Vendors" means the vendors under the Purchase Agreement.

"wholly owned", when used in reference to any subsidiary of a Person, shall mean any subsidiary of such Person of which securities (except for directors' qualifying shares) or other ownership interests representing 100% of the equity or 100% of the ordinary voting power or 100% of the general partnership or membership interests are, at the time any determination is being made, owned, controlled or held by such Person or one or more wholly owned subsidiaries of such Person or by such Person and one or more wholly owned subsidiaries of such Person.

"Working Capital" shall mean, as of any date of determination, the excess (if any) of (a) Current Assets over (b) Current Liabilities.

"Working Capital Adjustment" shall mean, for any period, the amount (which may be a negative number), without duplication, of (a) Working Capital as of the end of such period, minus (b) Working Capital as of the beginning of such period, excluding from such calculation the Net Current Assets acquired in a Permitted Acquisition during such period, determined at the time of such acquisition.

SECTION 1.02. Terms Generally. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context shall otherwise require, all references herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof. Each reference to any Loan Document or any other document or agreement shall be deemed to be a reference to such Loan Document, document or agreement as amended, restated, waived, supplemented or otherwise modified from time to time in accordance with the provisions hereof and thereof.

SECTION 1.03. Classification of Loans and Borrowings. For the purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "B/A Loan") or by Class and Type (e.g., a "B/A Revolving Loan"). Borrowings may also be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "B/A Borrowing") or by Class and Type (e.g., a "B/A Revolving Borrowing").

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if Borrower notifies the Administrative Agent that it requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the

application thereof on the operation of such provision (or if Administrative Agent notifies Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding the foregoing, for purposes of this Agreement, to the extent that insurance is prepaid by issuance of a promissory note or other debt instrument (an "insurance note") by the insured party, the obligations under the insurance note shall not be considered to be a liability of the insured party, and the insurance premiums so prepaid shall not be considered to be an asset of the insured party.

ARTICLE II

The Credits

SECTION 2.01. Commitments.

(a) Subject to the terms and conditions and relying on the representations and warranties set forth herein, each Term Lender agrees, severally and not jointly, to make to Borrower on the Closing Date a Term Loan by means of Prime Rate Loan, B/A Loan or B/A Equivalent Loans in an aggregate principal amount equal to its Term Commitment. Each Term Loan shall be denominated in Dollars.

(b) Subject to the terms and conditions and relying on the representations and warranties set forth herein, each Revolving Lender agrees, severally and not jointly, to make from time to time during the Revolving Credit Availability Period, Revolving Loans to Borrower by means of Prime Rate Loans, B/A Loans or B/A Equivalent Loans, in an aggregate principal amount that will not result in the Revolving Credit Utilization plus the Operating Credit Utilization exceeding the Borrowing Base. Notwithstanding the foregoing sentence, the principal amount of the Revolving Loans on the Closing Date shall not exceed $1,000,000 without the written consent of the Lenders. Within the limits set forth in the preceding sentence, Borrower may borrow, pay or prepay and reborrow Revolving Loans. Each Revolving Loan shall be denominated in Dollars.

(c) Subject to the terms and conditions and relying on the representations and warranties set forth herein, the Operating Lender agrees from time to time during the Revolving Credit Availability Period to make Operating Loans to Borrower by issuing letters of credit or by means of overdraft in any Deposit Account of Borrower with the Operating Lender, in an aggregate principal amount at any time outstanding not to exceed the Operating Commitment. Notwithstanding the foregoing sentence, the principal amount of the Operating Loans on the Closing Date shall not exceed $650,000 without the written consent of the Lenders. Operating Loans shall not be subject to any notice or minimum amount requirements. For the avoidance of doubt, such Deposit Accounts may include accounts of the Loan Parties in respect of which consolidation or netting arrangements have been made with the Operating Lender, including any notional account reflecting any such consolidation or netting of accounts. The Operating Lender shall make each Operating Loan available to Borrower by means of a credit to the applicable Deposit Accounts with the Operating Lender in which an Operating has occurred as described above. Within the limits set forth in the first sentence of this Subsection (c), Borrower may borrow, pay, prepay and re-borrow Operating Loans.

SECTION 2.02. Loans.

(a) Each Loan (other than an Operating Loan) shall be made as part of a Borrowing consisting of Loans made by the Lenders rateably in accordance with their respective applicable Commitments; provided, however, that the failure of any Lender to make any Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make any Loan required to be made by such other Lender). Except for Operating Loan, Loans deemed made pursuant to Section 3.04 and subject to Section 2.20(e) in the case of B/A Loans, Loans comprising any Borrowing shall be in an aggregate principal amount that is not less than $1,000,000 and an integral multiple of $100,000.

(b) Each Revolving Borrowing shall be comprised entirely of B/A Loans or Prime Rate Loans, in each case as Borrower may request pursuant to Section 2.03 or as otherwise may be provided in this Agreement; provided, however, that the Loans to be made on the Closing Date shall be made as Prime Rate Loans. Each Lender may at its option fulfill its Commitment by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided, however, that any exercise of any such option shall not (A) affect the obligation of Borrower to repay such Loan in accordance with the terms of this Agreement or (B) require any reimbursement or other payment to be made to such Lender or its Affiliates pursuant to Section 2.18 in an amount in excess of the amounts that would have been payable thereunder to such Lender had such Lender not exercised such option. Borrowings of more than one Type may be outstanding at the same time; provided, however, that Borrower shall not be entitled to request any Borrowing that, if made, would result in an aggregate of more than five B/A Borrowings of any Lender being outstanding hereunder at any one time. For purposes of the foregoing, Loans having different Contract Periods regardless of whether they commence on the same date, shall be considered separate Loans.

(c) Except with respect to Operating Loans (which shall be made as provided in Section 2.01(c)), each Lender shall make a Loan in the amount of its pro rata portion, as determined under Section 2.15, of each Borrowing hereunder on the proposed date thereof by wire transfer of immediately available funds not later than 2:00 p.m., Standard Time, to the account of the Administrative Agent most recently designated by such agent for such purpose, and the Administrative Agent shall promptly credit the amounts so received to the general Deposit Account of Borrower or, if a Borrowing shall not occur on such date because any condition precedent specified herein shall not have been met, return the amounts so received to the respective Lenders. Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing (or, in the case of a Prime Rate Borrowing, prior to 2:00 p.m., Standard Time, on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with this paragraph (c), and the Administrative Agent may, in reliance upon such assumption, make available to Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have made such portion available to the Administrative Agent, such Lender and Borrower severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount, together with interest thereon for each day from the date such amount is made available to Borrower until the date such amount is repaid to the Administrative Agent at (i) in the case of Borrower, the interest rate applicable at the time to the Loans comprising such Borrowing and (ii) in the case of such Lender, the rate determined by the Administrative Agent to represent its cost of obtaining overnight Dollars. If such Lender shall repay to the Administrative Agent such corresponding amount, such amount shall be deemed to constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement.

(d) Notwithstanding any other provision of this Agreement, Borrower shall not be entitled to request any Interest Period (or Contract Period in the case of a B/A Borrowing) with respect to any Borrowing that would end after the Maturity Date.

SECTION 2.03. Notice of Borrowings. To request a Borrowing (other than an Operating Loan or a Borrowing deemed made pursuant to Section 3.04, as to which this Section 2.03 shall not apply), Borrower shall give the Administrative Agent written or fax notice substantially in the form of Exhibit C hereto (each, a "Notice of Borrowing") (or telephone notice promptly confirmed in writing or by fax), not later than 1:00 p.m. Standard Time, one Business Day before a proposed Borrowing. Such notice shall be irrevocable and shall in each case refer to this Agreement and specify the following information:

(i) the Type (e.g., B/A or Prime Rate) of such Borrowing;

(ii) whether the Borrowing is to be a Revolving Borrowing, or Term Borrowing;

(iii) the aggregate amount of such Borrowing;

(iv) the date of such Borrowing (which shall be a Business Day);

(v) in the case of a B/A Borrowing, the Contract Period and maturity date with respect thereto; and

(vi) the number and location of the account to which funds are to be disbursed;

provided, however, that, notwithstanding any contrary specification in any such notice, each requested Borrowing shall comply with the requirements set forth in Section 2.02. If no election as to the Type of Borrowing is specified in any such notice, then the requested Borrowing shall be a Prime Rate Borrowing. If no Contract Period with respect to a B/A Borrowing is specified in any such notice, then Borrower shall be deemed to have selected a Contract Period of one month's duration. The Administrative Agent shall promptly advise the applicable Lenders of any notice given pursuant to this Section 2.03, and of each such Lender's portion of the requested Borrowing.

SECTION 2.04. Repayment of Loans; Evidence of Debt.

(a) Borrower hereby unconditionally promises to pay (i) to the Administrative Agent, for the account of each Revolving Lender, the then unpaid principal amount of each Revolving Loan of such Lender on the Maturity Date, (ii) to the Administrative Agent, for the account of each Term Lender, the then unpaid principal amount of each Term Loan of such Lender in such amounts and on such dates as provided in Section 2.10, and (iii) to the Operating Lender the then unpaid principal amount of each Operating Loan on the Maturity Date. Except for any B/A Loan (the compensation for which is set forth in Section 2.20), each Loan shall bear interest from and including the date made on the outstanding principal balance thereof as set forth in Section 2.06.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent shall maintain accounts in which it will record (i) the amount of each Loan (other than any Operating Loan) made hereunder, the Type of each such Loan and the Contract Period, if any, applicable thereto, (ii) the amount of any principal or interest due and

payable or to become due and payable from Borrower to each Lender hereunder (except with respect to Operating Loans) and (iii) the amount of any sum received by the Administrative Agent hereunder from Borrower or any Guarantor, and each Lender's share thereof.

(d) The entries made in the accounts maintained by the Lenders and the Administrative Agent pursuant to paragraphs (b) and (c) above shall, to the extent permitted by applicable laws, be prima facie evidence of the existence and amounts of the obligations therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of Borrower to repay the Loans in accordance with their terms.

(e) Any Lender may request that Loans (other than Operating Loans) made by it hereunder be evidenced by a promissory note. In response to any such request, Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns substantially in the form acceptable to such Lender. Notwithstanding any other provision of this Agreement, in the event that any Lender shall request and receive such a promissory note, the Loans evidenced by such promissory note and interest payable on such Loans shall at all times (including after assignment pursuant to Section 10.04) be represented by one or more promissory notes, if any, payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.05. Fees.

(a) Borrower agrees to pay to each Revolving Lender, in respect of the Revolving Commitment of such Lender, through the Administrative Agent, on the first Business Day of each January, April, July and October and on each date on which the Revolving Commitment of such Lender shall expire or be terminated as provided herein, a commitment fee (a "Commitment Fee") equal to 0.50% per annum on the average daily unused amount of the Revolving Commitment of such Lender during the preceding quarter (or shorter period commencing with the Closing Date or ending with the Maturity Date or the date on which such Revolving Commitment of such Lender shall be terminated). The Commitment Fee shall commence to accrue on and including the Closing Date and, with respect to any Lender, shall cease to accrue on, but excluding, the date on which the Revolving Commitment of such Lender shall expire or be terminated as provided herein.

(b) Borrower agrees to pay to the Operating Lender, in respect of the Operating Commitment, on the first Business Day of each January, April, July and October and on each date on which the Operating Commitment shall expire or be terminated as provided herein, a Commitment Fee equal to 0.50% per annum on the average daily unused amount of the Operating Commitment during the preceding quarter (or shorter period commencing with the Closing Date or ending with the Maturity Date or the date on which such Operating Commitment of such Lender shall be terminated). Such Commitment Fee shall commence to accrue on and including the Closing Date and shall cease to accrue on, but excluding, the date on which the Operating Commitment shall expire or be terminated as provided herein.

(c) Borrower agrees to pay directly to the Operating Lender with respect to the issuance, amendment or transfer of any Letter of Credit issued by the Operating Lender and each drawing made thereunder, customary documentary and processing charges in accordance with the Operating Lender's standard schedule for such charges in effect at the time of such issuance, amendment, transfer or drawing, as the case may be.

(d) Borrower agrees to pay to the Administrative Agent, for its own account, the administration fees at the times and in the amounts agreed upon by Borrower and the Administrative Agent.

(e) All Fees shall be paid on the dates due, in Dollars in immediately available funds, to the Administrative Agent for distribution as appropriate among the Lenders, except that Fees payable to any Operating Lender or to the Administrative Agent shall be paid directly to such Person. Once paid, none of the Fees shall be refundable under any circumstances (other than corrections of errors in payment). The Commitment Fees shall be computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be.

SECTION 2.06. Interest on Loans.

(a) Subject to the provisions of Section 2.07, the Loans comprising each Prime Rate Borrowing shall bear interest (payable monthly in arrears, and computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be) at a rate per annum equal to the Prime Rate plus the Applicable Rate in effect at such time with respect to such Loans. Operating Loans shall bear interest at the rate applicable to Prime Rate Revolving Loans.

(b) Subject to the provisions of Section 2.07, the Loans comprising each B/A Borrowing shall be subject to an Acceptance Fee, payable by Borrower on the date of acceptance (or date of rollover) of the relevant B/A and calculated as set forth in the definition of the term "Acceptance Fee" in Section 1.01.

(c) Interest on each Loan (other than pursuant to a B/A Borrowing) shall be payable on the Interest Payment Dates applicable to such Loan and at such other times as are specified in this Agreement. The Applicable Rate for each Interest Period or Contract Period or day within an Interest Period or Contract Period, as the case may be, shall be determined by the Administrative Agent, and such determination shall be presumptively correct absent manifest error.

(d) For the purposes of the Interest Act (Canada) and disclosure thereunder, whenever any interest or fee to be paid hereunder or in connection herewith is to be calculated on the basis of any period of time that is less than a calendar year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 365 or 366, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

SECTION 2.07. Default Interest. If there shall occur and be continuing an Event of Default, and the Borrower shall have received written notice that the Required Lenders have so elected, from and after the date of receipt of such notice, the unpaid principal amount of the Loans and other Obligations shall bear interest for each day from the date of such Event of Default until such Event of Default shall have been cured or waived at a rate per annum (the "Default Rate") equal to (i) in the case of any Loan, the rate that would be applicable to such Loan, plus 2.0% per annum (and in the case of B/A Loans, the Loans shall for purposes of this Section 2.07 automatically convert to Prime Rate Revolving Loans at the end of the Contract Period for such B/A Loans), and (ii) in the case of any Obligation other than a Loan, the rate that would be applicable if such Obligation were a Prime Rate Revolving Loan, plus 2.0% per annum, in each case payable on demand. The interest rate provided for in the preceding sentence shall, to the extent permitted by applicable law, apply to and accrue on the amount of any judgment entered with respect to any Obligation and shall continue to accrue at such rate during any bankruptcy proceeding.

SECTION 2.08. Termination and Reduction of Commitments.

(a) The Term Loan Commitments shall terminate at 5:00 p.m., Standard Time, on the Closing Date. The Revolving Commitments and the Operating Commitment shall terminate at 5:00 p.m., Standard Time, on the Maturity Date.

(b) Upon at least five Business Days' prior irrevocable written or fax notice to the Administrative Agent, Borrower may at any time in whole permanently terminate, or from time to time in part permanently reduce, the Revolving Commitments; provided, however, that (i) each partial reduction of such Revolving Commitments shall be in an integral multiple of $100,000 and in a minimum principal amount of $1,000,000, and (ii) Borrower shall not be permitted to terminate or reduce the Revolving Commitments if, as the result of such termination or reduction, the Revolving Credit Utilization would exceed the aggregate remaining Revolving Commitments.

(c) Borrower shall pay to the Administrative Agent for the account of the applicable Lenders, on the date of each termination or reduction, the Commitment Fees on the amount of the Commitments so terminated or reduced accrued to, but excluding, the date of such termination or reduction.

(d) Nothing in this Section 2.08 shall prejudice any rights that either Borrower may have against any Lender that fails to lend as required hereunder prior to the date of termination of any Commitment.

SECTION 2.09. Conversion and Continuation of Borrowings. Borrower shall have the right at any time upon prior irrevocable notice substantially in the form of Exhibit E (each, a "Notice of Conversion or Continuation") to the Administrative Agent not later than 1:00 p.m., Standard Time, one Business Day prior to conversion or continuation, to convert any B/A Borrowing into a Prime Rate Borrowing, a Prime Rate Borrowing into a B/A Borrowing or to continue any B/A Borrowing as a B/A Borrowing for an additional Contract Period, subject in each case to the following:

(i) each conversion or continuation shall be made pro rata among the Lenders in accordance with the respective principal amounts of the Loans comprising the converted or continued Borrowing;

(ii) if less than all the outstanding principal amount of any Borrowing shall be converted or continued, the aggregate principal amount of such Borrowing converted or continued shall be in an integral multiple of $100,000, and not less than $1,000,000;

(iii) each conversion shall be effected by each Lender and the Administrative Agent by recording the particulars thereof in their respective accounts maintained pursuant to Section 2.04, and no new Loan shall be considered to have been made as a result thereof;

(iv) any portion of a Borrowing maturing or required to be repaid in less than one month may not be converted into or continued as a B/A Borrowing;

(v) any portion of a B/A Borrowing that cannot be converted into or continued as a B/A Borrowing by reason of clause (iv) above shall be automatically converted at the end of the Contract Period in effect for such Borrowing into a Prime Rate Borrowing;

(vi) no B/A Borrowing may be converted or continued other than at the end of the Contract Period applicable thereto; and

(vii) upon notice to Borrower from the Administrative Agent given at the request of the Required Lenders, after the occurrence and during the continuance of a Default or Event of Default, no outstanding Loan may be converted into, or continued as, a B/A Loan.

Each notice pursuant to this Section 2.09 shall be irrevocable and shall refer to this Agreement and specify (A) the identity, amount and Class of the Borrowing that Borrower requests be converted or continued, (B) whether such Borrowing is to be converted to or continued as a B/A Borrowing or a Prime Rate Borrowing, (C) if such notice requests a conversion, the date of such conversion (which shall be a Business Day) and (D) if such Borrowing is to be converted to or continued as a B/A Borrowing, the Contract Period with respect thereto. If no Contract Period is specified in any such notice with respect to any conversion to or continuation as a B/A Borrowing, Borrower shall be deemed to have selected a Contract Period of one month's duration. The Administrative Agent shall advise the applicable Lenders of any notice given pursuant to this Section 2.09 and of each Lender's portion of any converted or continued Borrowing. If Borrower shall not have given notice in accordance with this Section 2.09 to continue any Borrowing into a subsequent Contract Period (and shall not otherwise have given notice in accordance with this Section 2.09 to convert such Borrowing), such Borrowing shall, at the end of the Contract Period applicable thereto (unless repaid pursuant to the terms hereof), automatically be continued into a new Interest Period as a Prime Rate Borrowing.

SECTION 2.10. Repayment of Term Borrowings.

(a) Borrower shall pay to the Administrative Agent, for the account of the Term Lenders, on the dates set forth below, or if any such date is not a Business Day, on the immediately preceding Business Day (each such date being a "Term Repayment Date"), a principal amount of Term Loans (such amount, as adjusted from time to time pursuant to Section 2.11, 2.12(g), being called the "Term Repayment Amount") equal to the amount set forth below for such date:

Date	Amount
May 24, 2008	$720,000
August 16, 2008	$720,000
November 8, 2008	$720,000
January 31, 2009	$720,000
May 23, 2009	$900,000
August 15, 2009	$900,000
November 7, 2009	$900,000
January 30, 2010	$900,000
May 22, 2010	$1,080,000
August 14, 2010	$1,080,000
November 6, 2010	$1,080,000

January 29, 2011	$1,080,000
May 21, 2011	$1,260,000
August 13, 2011	$1,260,000
November 5, 2011	$1,260,000
February 4, 2012	$1,260,000
May 26, 2012	$1,440,000
August 18, 2012	$1,440,000
November 10, 2012	$1,440,000
Maturity Date	$19,840,000

(b) To the extent not previously paid, all Term Loans shall be due and payable on the Maturity Date.

SECTION 2.11. Optional Prepayments.

(a) Borrower shall have the right at any time and from time to time to prepay any Prime Rate Borrowing, in whole or in part, upon written or fax notice (or telephone notice promptly confirmed by written or fax notice) delivered to the Administrative Agent by 1:00 p.m., Standard Time, of at least one Business Day prior to the date designated for such prepayment; provided, however, that each partial payment shall be in an amount that is a minimum amount of $1,000,000 and in an integral multiple of $100,000. Borrower may defease any B/A or B/A Equivalent Loan by depositing with the Administrative Agent an amount that, together with interest accruing on such amount to the end of the Contract Period for such B/A or B/A Equivalent Loan at such rate as the Administrative Agent shall specify upon receipt of such amount, is sufficient to pay such maturing B/A or B/A Equivalent Loan when due.

(b) Optional prepayments of Term Loans made by Borrower pursuant to paragraph (a) above shall be allocated to the remaining scheduled instalments of principal with respect thereto on a *pro rata* basis.

(c) Each notice of optional prepayment shall specify (i) the amount to be prepaid, (ii) the prepayment date, (iii) the Class of Loans to be prepaid and (iv) the allocation of the amount specified pursuant to clause (i) among the Loans specified pursuant to clause (iii). Each notice of optional prepayment shall be irrevocable and shall commit Borrower to prepay such obligations by the amount specified therein on the date specified therein. All prepayments pursuant to this Section 2.11 shall be subject to Section 2.14 and shall be without premium or penalty.

(d) No optional prepayment of Term Loans made by Borrower pursuant to this Section 2.11 shall reduce Borrower's obligation to make mandatory prepayments pursuant to Section 2.12(c), Section 2.12(e) or Section 2.12(f).

SECTION 2.12. Mandatory Prepayments.

(a) On the date of any termination or reduction of the Revolving Commitments pursuant to Section 2.08, Borrower shall pay or prepay so much of the then outstanding Revolving Borrowings (and/or Borrower shall cash collateralize outstanding Letters of Credit and defease B/As and B/A Equivalent Loans) as shall be necessary in order that the aggregate Revolving Credit Utilization at such time shall not exceed the aggregate Revolving Commitments (after giving effect to such termination or reduction).

(b) Within three Business Days of the date when Revolving Credit Utilization plus the Operating Credit Utilization exceeds the Borrowing Base, Borrower shall pay or prepay so much of the then outstanding Revolving Borrowings (and/or Borrower shall defease B/As and B/A Equivalent Loans) as shall be necessary in order that the aggregate Revolving Credit Utilization plus the Operating Credit Utilization at such time shall not exceed the Borrowing Base.

(c) No later than the third Business Day following receipt by Borrower or any Subsidiary of Net Cash Proceeds received in respect of any Asset Sale (other than the sale of (i) inventory in the ordinary course of business and (ii) cash equivalents) occurring on or after the Closing Date to the extent such proceeds exceed $250,000 in the aggregate for all such assets sold or otherwise disposed of during any Fiscal Year (provided no Default or Event of Default shall have occurred and is continuing), Borrower shall deliver to the Administrative Agent and the Lenders an offer of prepayment (a "Prepayment Offer"), which shall contain and constitute an offer to prepay outstanding Loans in an amount equal to 100% of such Net Cash Proceeds. Such Prepayment Offer shall set forth the amount of such Net Cash Proceeds, the portion thereof that each Lender would be entitled to receive if it accepts such offer of prepayment and request each Lender to notify Borrower and the Administrative Agent in writing no later than five Business Days from the receipt of such Prepayment Offer of such Lender's acceptance or rejection (in whole and not in part) of its portion of such Net Cash Proceeds. The failure of any Lender to timely give such notice shall be deemed to be an acceptance of the prepayment offer. On the sixth Business Day following the receipt of such Prepayment Offer, the Administrative Agent shall apply the entire amount for which the Prepayment Offer has been made, such amount to be applied as provided in Section 2.12(g) in repayment of the Loans; provided, however, that if any Lender has rejected any Prepayment Offer as provided above, any portion of the amount paid to the Administrative Agent that would otherwise have been applied to repay Loans of such rejecting Lender shall be paid to those Lenders that have accepted such Prepayment Offer and applied to repay their Loans as specified in Section 2.12(g). Notwithstanding the foregoing provisions of this Section 2.12(c), with respect to no more than $2,000,000 in the aggregate of such Net Cash Proceeds in any Fiscal Year of Borrower (including, and not in addition to, the $250,000 sublimit above), the proceeds therefrom shall not be required to be so applied on such date to the extent that no Event of Default or Default then exists at the time of receipt of such Net Cash Proceeds and such Net Cash Proceeds are used for a Sale Proceeds Reinvestment; provided, that if all or any portion of such Net Cash Proceeds not so applied to the repayment of Loans are not so used for a Sales Proceeds Reinvestment, such remaining portion shall be applied within 180 days after such Asset Sale as a mandatory prepayment of principal of outstanding Loans as provided above in this Section 2.12(c). The $2,000,000 limit set out above in respect of Sale Proceeds Reinvestment shall not apply to Net Cash Proceeds in respect of casualty loss, to the extent that such Net Cash Proceeds are used to replace or repair the property for which such Net Cash Proceeds were received.

(d) No later than 95 Business Days after the end of each Fiscal Year of Borrower, commencing with the the 2009 Fiscal Year, Borrower shall prepay outstanding Loans in accordance with Section 2.12(g) in an aggregate principal amount equal to 50% of the amount of Excess Cash Flow for the

Fiscal Year then ended less optional prepayments of the Term Loans and Revolving Loans (to the extent accompanied by a permanent reduction in Revolving Commitments made during such Fiscal Year). Notwithstanding the foregoing sentence, the 50% figure above shall be reduced to 0% for any Fiscal Year (but only for that Fiscal Year) for which, at the end of such Fiscal Year, the Total Leverage Ratio was equal to or less than 2.50 to 1.00.

(e) In the event that any Loan Party shall receive Net Cash Proceeds from the issuance or other disposition of Indebtedness for money borrowed (other than Indebtedness for money borrowed permitted pursuant to Section 7.01), Borrower shall not later than the third Business Day following the receipt of such Net Cash Proceeds by such Loan Party, apply an amount equal to 100% of such Net Cash Proceeds to prepay outstanding Loans in accordance with Section 2.12(g).

(f) In the event that any Loan Party shall receive Net Cash Proceeds from the issuance of shares of any class of stock (including any capital contributions, but excluding any Excluded Issuances) of any Loan Party, Borrower shall not later than the tenth Business Day following the receipt of such Net Cash Proceeds by such Loan Party, apply an amount equal to 50% of such Net Cash Proceeds to prepay outstanding Loans in accordance with Section 2.12(g).

(g) Subject to Section 2.12(c), mandatory prepayments of Loans pursuant to paragraphs (c), (d), (e) and (f) above shall be applied to reduce the remaining Term Repayment Amounts in inverse order of maturity and thereafter shall be applied to repay Revolving Loans to the extent outstanding.

(h) Borrower shall deliver to the Administrative Agent, (i) at the time of each prepayment by Borrower required under paragraphs (c), (d), (e) and (f) above, a certificate signed by a Financial Officer of Borrower setting forth in reasonable detail the calculation of the amount of such prepayment and (ii) at least three Business Days prior to the time of each prepayment required under this Section 2.12, a notice of such prepayment. Each notice of prepayment shall specify the prepayment date, the Class and Type of each Loan being prepaid (which specification shall comply with this Section 2.12) and the principal amount of each Term Loan (or portion thereof) to be prepaid. All prepayments of Borrowings under this Section 2.12 shall be subject to Section 2.14 and shall be accompanied by accrued but unpaid interest on the principal amount paid to but excluding the date of payment, but shall otherwise be without premium or penalty.

(i) To the extent consistent with paragraphs (c) and (g) above, amounts to be applied pursuant to this Section 2.12 to the prepayment of Loans shall be applied to reduce outstanding Prime Rate Loans prior to being applied to reduce B/A Loans.

(j) In the event that any provision of this Section 2.12 requires prepayment of the Term Loans prior to the selected Mandatory Prepayment Date, Borrower shall deposit the entire amount of the Prepayment Amount into an account under the exclusive control and dominion of the Administrative Agent.

(k) There shall be no obligation to prepay under this Section 2.12:

(i) to the extent of legal prohibitions under German law or the incurrence of personal liability of management or shareholders of a German member of the Group preventing the recipient of the proceeds from making prepayment or making the funds available to a Group member that can make such prepayment; or

(ii) reputable legal counsel to the Group has advised that such upstreaming would result in liability for the member concerned or its directors or officers or a member of the Group,

subject to an obligation to use all reasonable endeavours to overcome the situation described in (i) and (ii) above.

If at any time the restrictions set out in (i) and (ii) above are removed, any relevant proceeds will be applied in prepayment at the end of the next Insert Period.

SECTION 2.13. Reserve Requirements; Change in Circumstances; Increased Costs.

(a) Notwithstanding any other provision herein, if after the Closing Date any change in applicable law or regulation or in the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof (whether or not having the force of law) shall impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of or credit extended by any Lender or the Operating Lender (except any such reserve requirement that is reflected in the Prime Rate) or shall impose on any Lender or the Operating Lender or the Canadian interbank market any other condition affecting this Agreement or Loans made by such Lender or any Letter of Credit obligations (except for changes in the rate of tax on the overall net income of such Lender or the Operating Lender or its lending office imposed by the jurisdiction in which such Lender's or the Operating Lender's principal executive office or lending office is located), and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan or of issuing or maintaining any Letter of Credit or purchasing or maintaining a participation therein or to reduce the amount of any sum received or receivable by any Lender or the Operating Lender hereunder (whether of principal, interest or otherwise) by an amount deemed by such Lender or the Operating Lender to be material, then Borrower will pay to such Lender or the Operating Lender, following receipt by Borrower of a certificate of such Lender or the Operating Lender to such effect in accordance with Section 2.13(c), such additional amount or amounts as will compensate such Lender or the Operating Lender on an after-tax basis for such additional costs incurred or reduction suffered.

(b) If any Lender or the Operating Lender shall have determined that the adoption after the Closing Date of any law, rule, regulation, agreement or guideline regarding capital adequacy, or any change in any of the foregoing or in the interpretation or administration of any of the foregoing by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or any lending office of such Lender) or the Operating Lender or any Lender's or the Operating Lender's holding company, if any, with any request or directive regarding capital adequacy issued under any law, rule, regulation or guideline (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on such Lender's or the Operating Lender's capital or on the capital of such Lender's or the Operating Lender's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the Operating Lender pursuant hereto, to a level below that which such Lender or the Operating Lender or such Lender's or the Operating Lender's holding company, if any, could have achieved but for such applicability, adoption, change or compliance (taking into consideration such Lender's or the Operating Lender's policies and the policies of such Lender's or the Operating Lender's holding company, if any, with respect to capital adequacy), then from time to time Borrower shall pay to such Lender or the Operating Lender, following receipt by Borrower of a certificate of such Lender or the Operating Lender to such effect in accordance with Section

2.13(c), such additional amount or amounts as will compensate such Lender or the Operating Lender or such Lender's or the Operating Lender's holding company, if any, on an after-tax basis for any such reduction suffered.

(c) A certificate of a Lender or the Operating Lender setting forth such amount or amounts as shall be necessary to compensate such Lender or the Operating Lender or its holding company, if any, as specified in paragraph (a) or (b) above, as the case may be, and setting forth in reasonable detail an explanation of the basis of requesting such compensation in accordance with paragraph (a) or (b) above, including calculations in reasonable detail, shall be delivered to Borrower and shall be conclusive absent manifest error. Borrower shall pay such Lender or such Operating Lender the amount shown as due on any such certificate delivered by it within 10 days after Borrower's receipt of the same; provided that Borrower shall not be required to compensate a Lender (or Transferee), the Administrative Agent or any Operating Lender pursuant to this Section 2.13 for any amounts incurred more than six months prior to the date such Lender (or Transferee), the Administrative Agent or such Operating Lender, as the case may be, notifies the Borrower of its intention to claim compensation therefor; provided further, that if the circumstances giving rise to such claim have a retroactive effect, then such six month period shall be extended to include such period of retroactive effect; provided further that if Borrower reasonably believes that the condition or event giving rise to the payment of any additional amount to a Lender (or Transferee), Administrative Agent or Operating Lender pursuant to this Section 2.13 was not correctly interpreted, asserted or applied, such Lender (or Transferee), Administrative Agent or Operating Lender will use reasonable efforts to cooperate with the Borrower to contest the application of the change in law, regulation or interpretation so long as such efforts would not, in the sole determination of such Lender result in any non-reimbursable additional costs, expenses or risks or be otherwise disadvantageous to it (unless the Borrower agree to reimburse such Lender for the reasonable incremental out-of-pocket costs thereof).

(d) Failure on the part of any Lender to demand compensation for any increased costs or reduction in amounts received or receivable or reduction in return on capital with respect to any period shall not constitute a waiver of such Lender's right to demand compensation with respect to such period or any other period. The benefits of this Section 2.13 shall be available to each Lender regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition that shall have occurred or been imposed; provided that the Loan Parties shall not be responsible for costs under this Section 2.13 arising more than 180 days prior to receipt by such Loan Parties of the demand from the affected Lender pursuant to this Section 2.13; provided further that if such change in or in the interpretation of any law or regulation giving rise to such increased cost is retroactive, then the 180-day period referred to in the previous proviso shall be extended to include the period of retroactive effect thereof.

SECTION 2.14. Indemnity. Borrower shall indemnify each Lender against any loss or expense that such Lender may sustain or incur with respect to B/A Loans as a consequence of (a) any failure by Borrower to fulfill on the date of any Borrowing hereunder the applicable conditions set forth in Article V, (b) any failure by Borrower to borrow or to convert or continue any Loan hereunder after irrevocable notice of such borrowing, conversion or continuation has been given pursuant to Section 2.03 or 2.09, (c) any payment, prepayment or conversion of a B/A Loan required or permitted by any other provision of this Agreement or otherwise, or any assignment of a B/A Loan required by Section 2.19(b), in each case made or deemed made on a date other than the last day of the Contract Period applicable thereto, and (d) any default in payment or prepayment of the principal amount of any Loan or any part thereof or interest accrued thereon, as and when due and payable (at the due date thereof, whether at scheduled maturity, by acceleration, irrevocable notice of prepayment or otherwise), including, in each such case, any loss or reasonable expense sustained or incurred or to be sustained or incurred in liquidating or employing

deposits from third parties acquired to effect or maintain such Loan or any part thereof as a B/A Loan. Such loss or reasonable expense shall be equal to the sum of (i) such Lender's actual costs and expenses incurred (other than any lost profits) in connection with, or by reason of, any of the foregoing events and (ii) an amount equal to the excess, if any, as reasonably determined by such Lender, of (A) its cost of obtaining the funds for the Loan being paid, prepaid, converted or not borrowed, converted or continued (assumed to be the Discount Rate applicable thereto) for the period from and including the date of such payment, prepayment, conversion or failure to borrow, convert or continue to but excluding the last day of the Contract Period for such Loan (or, in the case of a failure to borrow, convert or continue, the Contract Period for such Loan that would have commenced on the date of such failure) over (B) the amount of interest (as reasonably determined by such Lender) that would be realized by such Lender in reemploying the funds so paid, prepaid, converted or not borrowed, converted or continued for such period or Contract Period, as the case may be. A certificate of any Lender setting forth any amount or amounts, including calculations in reasonable detail, that such Lender is entitled to receive pursuant to this Section 2.14 shall be delivered to Borrower and shall be conclusive absent manifest error.

SECTION 2.15. Pro Rata Treatment. Except as permitted under Section 2.12(j) and other than in connection with Operating Loans, each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest on the Loans, each payment of the Fees due to the Lenders, each reduction of the Commitments of a Class and each conversion of any Borrowing to or continuation of any Borrowing as a Borrowing of any Type shall be allocated pro rata among the Lenders in accordance with their respective applicable Commitments (provided, that (x) in the case of Term Loans or (y) in the event that such Commitments shall have expired or been terminated, such pro rata allocation shall be based on the respective principal amounts of the outstanding Loans (other than Operating Loans). Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing, computed in accordance with Section 2.01, to the next higher or lower whole Dollar amount. In addition, each Lender agrees that the Administrative Agent may, in its sole discretion, increase or reduce any Revolving Lender's portion of a B/A Loan to the extent provided in Section 2.20(e).

SECTION 2.16. Sharing of Setoffs and Realization of Security.Each Lender agrees that if it shall through the exercise of a right of banker's lien, combination of accounts, setoff or counterclaim against any Loan Party, or pursuant to a secured claim under any applicable Insolvency Law or other security or interest arising from, or in lieu of, such secured claim, received by such Lender under any applicable Insolvency Law or otherwise, or pursuant to any Bank Act Security held by such Lender, or by any other means, obtain payment (voluntary or involuntary) in respect of any Loans and accrued interest thereon as a result of which the unpaid principal portion of its Loans and accrued interest thereon shall be proportionately less than the unpaid principal portion of the Loans and accrued interest thereon of any other Lender, such Lender shall be deemed simultaneously to have purchased from such other Lender at face value, and shall promptly pay to such other Lender the purchase price for, a participation in the Loans and accrued interest thereon of such other Lender, so that the benefit of all such payments shall be shared by the Lenders rateably in accordance with the aggregate amount of the principal of and accrued interest on their respective Loans; provided, however, that if any such purchase or purchases or adjustments shall be made pursuant to this Section 2.16 and the payment giving rise thereto shall thereafter be recovered, such purchase or purchases or adjustments shall be rescinded to the extent of such recovery and the purchase price or prices or adjustment restored without interest. Borrower expressly consents to the foregoing arrangements and agrees that any Lender holding a participation pursuant to the foregoing arrangements may, subject to the terms of Section 10.06, exercise any and all rights of banker's lien, combination of accounts or setoff with respect to any and all moneys owing by the Loan Parties to such Lender by reason thereof as fully as if such Lender were a direct creditor of Borrower in the amount of such participation.

SECTION 2.17. Payments.

(a) Borrower shall make each payment (including payment of principal of or interest on any Loan or any Fees) hereunder and under any other Loan Document not later than 12:00 noon, Standard Time, on the date when due in immediately available funds, without defense, setoff or counterclaim. All payments hereunder of principal or interest in respect of any Loan (or of any breakage indemnity in respect of any Loan) and any other payments hereunder and under each other Loan Document shall be made in Dollars. Each such payment (other than (i) the payments specified in Sections 2.05 and 3.04 to be made to the Operating Lenders, which shall be paid directly to the Operating Lender, (ii) payments of principal of and interest on Operating Loans, which shall be paid directly to the Operating Lender, and (iii) payments pursuant to Sections 2.13, 2.14, 2.18 and 10.05, which shall be made to the Persons entitled thereto) shall be made to the account of the Administrative Agent, as the Administrative Agent shall specify by notice to Borrower. Payments made directly to the Operating Lender shall be made to such account of the Operating Lender as such Operating Lender shall specify by notice to Borrower. Payments made directly to the Operating Lender shall be made to such account of the Operating Lender as the Operating Lender shall specify by notice to Borrower. Any payments received by the Administrative Agent, any Operating Lender or the Operating Lender after the specified time for receipt of such payment on any day shall be deemed to have been received on the next Business Day. The Administrative Agent shall distribute to the applicable Lenders all payments received by it for their respective accounts, promptly following receipt thereof.

(b) Whenever any payment (including any payment of principal of or interest on any Borrowing or any Fees) hereunder or under any other Loan Document shall become due, or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or Fees, if applicable.

SECTION 2.18. Taxes.

(a) Any and all payments by the Loan Parties hereunder and under the other Loan Documents shall be made free and clear of and without deduction for any and all current or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding, with respect to the Administrative Agent, any Operating Lender or any Lender (or any transferee or assignee of any of the foregoing, including a participation holder (any such entity being called a "Transferee")) taxes imposed on the overall net income or capital of the Administrative Agent, such Operating Lender or such Lender (or Transferee), as the case may be, and taxes arising from the Administrative Agent, such Operating Lender or such Lender (or Transferee), as the case may be, failing to be a resident of Canada or be deemed to be a resident of Canada for purposes of Section 212(13.3) of the ITA, and franchise taxes (to the extent imposed in lieu of net income taxes) imposed on the Administrative Agent, such Operating Lender or such Lender (or Transferee), as the case may be, and any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction on the Administrative Agent, the Operating Lender or such Lender (or Transferee), as the case may be, in each case, imposed by the jurisdiction under the laws of which the Administrative Agent, such Operating Lender or such Lender (or Transferee) is organized, or in which the Administrative Agent, such Operating Lender or such Lender (or Transferee) has its principal office or lending office or any political subdivision or taxing authority thereof or therein or in any other jurisdiction in which the Administrative Agent, such Operating Lender or such Lender (or Transferee) is otherwise doing business (or, if a treaty applies, a jurisdiction in which the Administrative Agent, such Operating Lender or such Lender (or Transferee) has a permanent establishment) other than any jurisdiction in which the Administrative Agent, such Operating Lender or such Lender (or Transferee) is treated as doing business (or, if a treaty applies, is treated as having a permanent establishment) as a result of

having executed, delivered or performed its obligations or received a payment hereunder or exercised or enforced any rights hereunder or any other Loan Document (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If any Taxes (including, for the avoidance of doubt, Canadian withholding taxes) are required to be deducted from or in respect of any sum payable hereunder by or on behalf of any Loan Party to any Lender (or any Transferee), the Administrative Agent or any Operating Lender, (i) the sum payable shall be increased by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.18) such Lender (or Transferee), the Administrative Agent or such Operating Lender, as the case may be, shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) Borrower shall make such deductions and (iii) Borrower shall pay the full amount deducted to the relevant taxing authority or other Governmental Authority in accordance with applicable law.

(b) Borrower agrees to pay any current or future stamp, intangible or documentary taxes or any other excise or property taxes, charges or similar levies (including mortgage recording taxes and similar fees) that arise from any payment made hereunder or from the execution, delivery, enforcement or registration of, or otherwise with respect to, this Agreement, any Assignment and Acceptance or any other Loan Document (hereinafter referred to as "Other Taxes").

(c) Borrower will indemnify each Lender (or Transferee), the Administrative Agent and each Operating Lender for the full amount of Taxes and Other Taxes (including any taxes on amounts payable under this Section 2.18) paid by such Lender (or Transferee), the Administrative Agent, or such Operating Lender, as the case may be, and any liability (including penalties, interest and reasonable expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted by the relevant taxing authority or other Governmental Authority. Such indemnification shall be made within 30 days after the date any Lender (or Transferee), the Administrative Agent or any Operating Lender, as the case may be, makes written demand therefor (which demand shall identify the nature and amount of Taxes and Other Taxes for which indemnification is being sought); provided that Borrower shall not be required to compensate a Lender (or Transferee), the Administrative Agent or any Operating Lender pursuant to this Section 2.18 for any amounts incurred more than six months prior to the date such Lender (or Transferee), the Administrative Agent or such Operating Lender, as the case may be, notifies the Borrower of its intention to claim compensation therefor; provided further, that if the circumstances giving rise to such claim have a retroactive effect, then such six month period shall be extended to include such period of retroactive effect; provided further that if a Borrower reasonably believes that such taxes were not correctly or legally asserted, such Lender (or Transferee), the Administrative Agent or such Operating Lender, as the case may be, will use reasonable efforts to cooperate with the Borrower to contest the imposition of such taxes or to obtain a refund of such taxes so long as such efforts would not, in the sole determination of such Lender (or Transferee), the Administrative Agent or such Operating Lender, as the case may be, result in any non-reimbursable additional costs, expenses or risks or be otherwise disadvantageous to it (unless the Loan Parties agree to reimburse such Lender for the reasonable incremental out-of-pocket costs thereof).

(d) Each of the Lenders (or Transferees), the Administrative Agent and Operating Lenders agree that if it subsequently recovers, or receives a permanent net tax benefit with respect to, any amount (i) previously paid by it and as to which it has been indemnified by or on behalf of the Borrower or (ii) previously deducted by the Borrower (including, without limitation, any taxes deducted from any additional sums payable under subsection (c) above), such Lender (or Transferee), the Administrative Agent or such Operating Lender, as the case may be, shall reimburse the

Borrower to the extent of the amount of any such recovery or permanent net tax benefit (but only to the extent of indemnity payments made, or additional amounts paid, by or on behalf of the Borrowers under Section 2.13 or this Section 2.18 with respect to the taxes or changes giving rise to such recovery or tax benefit); provided, however, that the Borrower, upon the request of such Lender (or Transferee), the Administrative Agent or such Operating Lender, agrees to repay the amount paid over to the Borrower (together with any penalties, interest or other charges), in the event such Lender (or Transferee), the Administrative Agent or such Operating Lender is required to repay such amount to the relevant authority.

(e) Each of the Lenders (or Transferees), the Administrative Agent and Operating Lender shall deliver to the Borrower (within fifteen Business Days of demand by the Borrower) accurate and complete signed copies, in form and substance reasonably acceptable to the Borrower, of any applicable form certifying such Lender's (or Transferee's), Administrative Agent's or Operating Lender's exemption from, or a reduced rate in, any applicable Taxes or Other Taxes. Notwithstanding anything to the contrary in this Agreement, neither Borrower nor any other Loan Party shall be required to make any payment under Section 2.13 or this Section 2.18 to the extent that such obligations would not have arisen but for the failure of a Lender (or Transferee), the Administrative Agent or the Operating Lender to comply with this paragraph.

(f) Notwithstanding anything to the contrary in this Agreement, neither Borrower nor any other Loan Party shall be required to make any payment under this Section 2.18 (including any withholding taxes) that is imposed on amounts payable to a Lender (or Transferee), the Administrative Agent or Operating Lender at the time such Lender (or Transferee), the Administrative Agent or Operating Lender becomes a party to this Agreement.

(g) Within 30 days after the date of any payment of Taxes or Other Taxes withheld by Borrower in respect of any payment to any Lender (or Transferee) or the Administrative Agent, Borrower will furnish to the Administrative Agent, at the addresses referred to in Section 10.01, the original or a certified copy of a receipt evidencing payment thereof or other evidence reasonably satisfactory to such Lender (or Transferee), the Administrative Agent or such Operating Lender, as the case may be.

(h) Without prejudice to the survival of any other agreement contained herein, the agreements and obligations contained in this Section 2.18 shall survive the payment in full of the principal of and interest on all Loans made hereunder.

SECTION 2.19. Duty to Mitigate; Replacement of Lenders.

(a) Any of the Administrative Agent, the Operating Lenders or the Lenders (or Transferees) claiming any additional amounts payable pursuant to Section 2.13 or 2.18 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document requested by Borrower or to change the jurisdiction of its applicable lending office if the making of such filing or change would avoid the need for or reduce the amount of any such additional amounts that may thereafter accrue or avoid the circumstances giving rise to such exercise and would not, in the sole determination of such Lender (or Transferee), the Administrative Agent or such Operating Lender, as the case may be, require it to incur additional costs or be otherwise disadvantageous to such Lender (or Transferee), the Administrative Agent or such Operating Lender.

(b) In the event that any Lender shall have delivered a notice or certificate pursuant to Section 2.13 or defaults in its obligations to make Loans hereunder, or Borrower shall be required to make

additional payments to any Lender under Section 2.18, Borrower shall have the right, but not the obligation, at its own expense (including with respect to the processing and recordation fee referred to in Section 10.04(b)), upon notice to such Lender and the Administrative Agent, to replace such Lender with an assignee (in accordance with and subject to the restrictions contained in Section 10.04(b)) approved by the Administrative Agent, which approval shall not be unreasonably withheld, and such Lender hereby agrees to transfer and assign without recourse (in accordance with and subject to the restrictions contained in Section 10.04(b)) all its interests, rights and obligations under this Agreement to such assignee; provided, however, that no Lender shall be obligated to make any such assignment unless (i) such assignment shall not conflict with any law or any rule, regulation or order of any Governmental Authority, (ii) such assignee shall pay to the affected Lender in immediately available funds on the date of such assignment the principal of the Loans made by such Lender hereunder and (iii) Borrower shall pay to the affected Lender in immediately available funds on the date of such assignment the interest accrued to the date of payment on the Loans made by such Lender hereunder and all other amounts accrued for such Lender's account or owed to it hereunder.

(c) If, in connection with any proposed amendment, modification, change, waiver, discharge or termination to any of the provisions of this Agreement as contemplated by Section 10.08(b), the consent of the Required Lenders is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained, then Borrower shall have the right, but not the obligation, at its own expense (including with respect to the processing and recordation fee referred to in Section 10.04(b)) upon notice to such Lender and the Administrative Agent, to replace each such non-consenting Lender or Lenders (or, at the option of Borrower, if such Lender's consent is required with respect to less than all Loans, to replace only the respective Loans of the respective non-consenting Lender which gave rise to the need to obtain such Lender's individual consent) with an assignee (in accordance with and subject to the restrictions contained in Section 10.04(b)) approved by the Administrative Agent, which approval shall not be unreasonably withheld, so long as at the time of such replacement, each such assignee consents to the proposed amendment, modification, change, waiver, discharge or termination; provided, however, that no Lender shall be obligated to make any such assignment unless (i) such assignment shall not conflict with any law or any rule, regulation or order of any Governmental Authority, (ii) such assignee shall pay to the non-consenting Lender in immediately available funds on the date of such assignment the principal of the Loans made by such Lender hereunder and subject to such assignment and (iii) Borrower shall pay to the non-consenting Lender in immediately available funds on the date of such assignment the interest accrued to the date of payment on the Loans made by such Lender hereunder and subject to such assignment and all other amounts accrued for such Lender's account or owed to it hereunder with respect to such Loans.

SECTION 2.20. Bankers' Acceptances.

(a) Subject to the terms and conditions of this Agreement, Borrower may request a Borrowing denominated in Dollars by presenting drafts for acceptance and purchase as B/As by the Lenders; provided, however, that until a successful syndication of the Credit Facilities has occurred as determined by the Lead Arranger, no B/A Loans shall be made to Borrower.

(b) No Contract Period with respect to a B/A to be accepted and, if applicable, purchased or deemed purchased as a Loan shall extend beyond the Maturity Date. All B/As and B/A Loans shall be denominated in Dollars.

(c) To facilitate availment of B/A Loans, Borrower hereby appoints each Lender as its attorney to sign and endorse on its behalf (in accordance with a notice of Borrowing relating to a B/A Loan pursuant to Section 2.03 or 2.09), in handwriting or by facsimile or mechanical signature as and when deemed necessary by such Lender, blank forms of B/As in the form requested by such Lender. Borrower recognizes and agrees that all B/As signed and/or endorsed by a Lender on behalf of Borrower shall bind Borrower as fully and effectually as if signed in the handwriting of and duly issued by the proper signing officers of Borrower. Each Lender is hereby authorized (in accordance with a notice of Borrowing relating to a B/A Loan) to issue such B/As endorsed in blank in such face amounts as may be determined by such Lender; provided that the aggregate amount thereof is equal to the aggregate amount of B/As required to be accepted and purchased by such Lender. No Lender shall be liable for any damage, loss or other claim arising by reason of any loss or improper use of any such instrument except for the gross negligence or wilful misconduct of such Lender or its officers, employees, agents or representatives. Each Lender shall maintain a record, which shall be made available to Borrower upon its request, with respect to B/As (i) received by it in blank hereunder, (ii) voided by it for any reason, (iii) accepted and purchased by it hereunder, and (iv) cancelled at their respective maturities. On request by or on behalf of Borrower, a Lender shall cancel all forms of B/As which have been pre-signed or pre-endorsed on behalf of Borrower and that are held by such Lender and are not required to be issued in accordance with Borrower's irrevocable notice. Alternatively, Borrower agrees that, at the request of the Administrative Agent, Borrower shall deliver to the Administrative Agent a "depository note" which complies with the requirements of the Depository Bills and Notes Act (Canada), and consents to the deposit of any such depository note in the book-based debt clearance system maintained by the Canadian Depository for Securities.

(d) Drafts of Borrower to be accepted as B/As hereunder shall be signed as set forth in this Section 2.20. Notwithstanding that any Person whose signature appears on any B/A may no longer be an authorized signatory for any Lender or Borrower at the date of issuance of a B/A, such signature shall nevertheless be valid and sufficient for all purposes as if such authority had remained in force at the time of such issuance and any such B/A so signed shall be binding on Borrower.

(e) Promptly following the receipt of a Notice of Borrowing specifying a Borrowing by way of B/A, the Administrative Agent shall so advise the Lenders and shall advise each Lender of the aggregate face amount of the B/A to be accepted by it and the applicable Contract Period (which shall be identical for all Lenders). In the case of Loans comprised of B/A Loans, the aggregate face amount of the B/A to be accepted by a Revolving Lender shall be in a minimum aggregate amount of $100,000 and shall be a whole multiple of $100,000, and such face amount shall be in the Lenders' pro rata portions of such Borrowing, provided that the Administrative Agent may in its sole discretion increase or reduce any Lender's portion of such B/A Loan to the nearest $1,000 without reducing the aggregate Revolving Commitments.

(f) Borrower may specify in a Notice of Borrowing pursuant to Section 2.03 or 2.09 that it desires that any B/A requested by such Notice of Borrowing be purchased by the Lenders, in which case the Lenders shall, upon acceptance of a B/A by a Lender, purchase each B/A from Borrower at the Discount Rate for such Lender applicable to such B/A accepted by it and provide to the Administrative Agent the Discount Proceeds for the account of Borrower. The Acceptance Fee payable by Borrower to a Lender under Section 2.06(b) in respect of each B/A accepted (which shall include continuations) by such Lender shall be set off against and deducted from the Discount Proceeds payable by such Lender under this Section 2.20.

(g) Each Lender may at any time and from time to time hold, sell, rediscount or otherwise dispose of any or all B/As accepted and purchased by it.

(h) If a Lender is not a chartered bank under the Bank Act (Canada) or if a Lender notifies the Administrative Agent in writing that it is otherwise unable to accept Bankers' Acceptances, such Lender will, instead of accepting and purchasing Bankers' Acceptances, make an advance (a "B/A Equivalent Loan") to Borrower in the amount and for the same term as the draft that such Lender would otherwise have been required to accept and purchase hereunder. Each such Lender will provide to the Administrative Agent the Discount Proceeds of such B/A Equivalent Loan for the account of Borrower. Each such B/A Equivalent Loan will bear interest at the same rate that would result if such Lender had accepted (and been paid an Acceptance Fee) and purchased (on a discounted basis at the Discount Rate) a Bankers' Acceptance for the relevant Contract Period (it being the intention of the parties that each such B/A Equivalent Loan shall have the same economic consequences for such Lender and Borrower as the Bankers' Acceptance which such B/A Equivalent Loan replaces). All such interest shall be paid in advance on the date such B/A Equivalent Loan is made, and will be deducted from the principal amount of such B/A Equivalent Loan in the same manner in which the Discount Proceeds of a Bankers' Acceptance would be deducted from the face amount of the Bankers' Acceptance.

(i) Borrower waives presentment for payment and any other defence to payment of any amounts due to a Lender in respect of a B/A accepted and purchased by it pursuant to this Agreement which might exist solely by reason of such B/A being held, at the maturity thereof, by such Lender in its own right, and Borrower agrees not to claim any days of grace if such Lender, as holder, claims payment from or sues Borrower on the B/A for payment of the amount payable by Borrower thereunder. On the last day of the Contract Period of a B/A, or such earlier date as may be required or permitted pursuant to the provisions of this Agreement, Borrower shall pay the Lender that has accepted and purchased a B/A or advanced a B/A Equivalent Loan the full face amount of such B/A or B/A Equivalent Loan, as the case may be, and, after such payment, Borrower shall have no further liability in respect of such B/A and such Lender shall be entitled to all benefits of, and be responsible for all payments due to third parties under, such B/A.

(j) Except as required by any Lender upon the occurrence of an Event of Default, no B/A Loan may be repaid by Borrower prior to the expiry date of the Contract Period applicable to such B/A Loan; provided, however, that any B/A Loan may be defeased as provided in the last sentence of Section 2.11(a).

(k) Any B/A Borrowing that is not repaid on the last day of the Contract Period in accordance with (i) above shall be automatically converted at the end of such Contract Period into a Prime Rate Borrowing.

ARTICLE III

Letters of Credit

SECTION 3.01. General. Subject to the terms and conditions set forth herein, Borrower may request the issuance of Letters of Credit denominated in Dollars, for its own account, by the Operating Lender, in a form reasonably acceptable to the Operating Lender, at any time and from time to time during the period from the Closing Date to the date that is 30 days prior to the Maturity Date. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by Borrower to, or entered into by Borrower with, the Operating Lender relating to any Letter of Credit, the terms and conditions of this Agreement shall take precedence.

SECTION 3.02. Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit, Borrower shall hand deliver or fax (or transmit by electronic communication, if arrangements for doing so have been approved by the Operating Lender) to the Operating Lender, three (3) Business Days in advance of the requested date of issuance, a Letter of Credit Request. To request any amendment, renewal or extension of any outstanding Letter of Credit, Borrower shall hand deliver or fax (or transmit by electronic communication, if arrangements for doing so have been approved by the Operating Lender) to the Operating Lender, three (3) Business Days in advance of the requested date of amendment, renewal or extension, a notice on Borrower's letterhead identifying the Letter of Credit and the date of the requested amendment, renewal or extension (which must be a Business Day) and indicating the specifics of such amendment, renewal or extension. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit, Borrower shall be deemed to represent and warrant that) after giving effect to such issuance, amendment, renewal or extension (a) the LC Exposure shall not exceed the Operating Commitment. Promptly after the issuance or amendment of any Letter of Credit, the Operating Lender shall notify the Administrative Agent and Borrower, in writing of such issuance or amendment and such notice shall be accompanied by a copy of such issued or amended Letter of Credit. Upon receipt of such notice, the Administrative Agent shall promptly notify each Revolving Lender in writing of such issuance or amendment, and if any Revolving Lender shall so request, the Administrative Agent shall provide such Lender with a copy of such issued or amended Letter of Credit.

SECTION 3.03. Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earliest of (a) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (b) the date that is five Business Days prior to the Maturity Date (unless cash collateralized).

SECTION 3.04. Reimbursement. If the Operating Lender shall pay any draft or other form of demand presented under a Letter of Credit, Borrower shall pay to the Operating Lender an amount equal to the amount of such draft or other form of demand not later than two hours after Borrower shall have received notice from the Operating Lender that payment of such draft or other form of demand will be made or, if Borrower shall have received such notice later than 10:00 a.m., Standard Time, on any Business Day, not later than 10:00 a.m., Standard Time, on the immediately following Business Day, provided that Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such reimbursement payment be financed by way of overdraft in any Deposit Account of Borrower with the Operating Lender in an equivalent amount and, to the extent so financed, the obligations of Borrower in respect of such LC Disbursement shall be discharged and replaced by the resulting overdraft. If Borrower fails to make such reimbursement payment when due and such reimbursement payment is not financed with a Borrowing as contemplated by the immediately preceding sentence, the Operating Lender shall notify the Administrative Agent, which shall in turn notify each Revolving Lender of such LC Disbursement, the reimbursement payment then due from Borrower in respect thereof and such Lender's Applicable Percentage thereof.

SECTION 3.05. Obligations Absolute. Borrower's obligation to repay the Operating Lender for LC Disbursements made by the Operating Lender under the outstanding Letters of Credit for the account of Borrower shall be absolute, unconditional and irrevocable under any and all circumstances and irrespective of:

(a) any lack of validity or enforceability of any Letter of Credit;

(b) the existence of any claim, setoff, defense or other right that Borrower or any other Person may at any time have against the beneficiary or transferee under any Letter of Credit, any Operating Lender, the Administrative Agent, any Lender or any other Person (other than the defense of

payment in accordance with the terms of this Agreement or a defense based on the gross negligence or willful misconduct of the Operating Lender) in connection with this Agreement or any other agreement or transaction;

(c) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect, provided that payment by the Operating Lender under such Letter of Credit against presentation of such draft or document shall not have constituted gross negligence or willful misconduct of the Operating Lender;

(d) payment by the Operating Lender under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, provided that such payment shall not have constituted gross negligence or willful misconduct of the Operating Lender; and

(e) any other circumstance or event whatsoever, whether or not similar to any of the foregoing, provided that such circumstance or event shall not have been the result of gross negligence or willful misconduct of the Operating Lender.

It is understood that in making any payment under a Letter of Credit (i) the Operating Lender's exclusive reliance on the documents presented to it under such Letter of Credit as to any and all matters set forth therein, including reliance on the amount of any draft presented under such Letter of Credit, whether or not the amount due to the beneficiary equals the amount of such draft and whether or not any document presented pursuant to such Letter of Credit proves to be insufficient in any respect, if such document on its face appears to be in order, and whether or not any other statement or any other document presented pursuant to such Letter of Credit proves to be forged or invalid or any statement therein proves to be inaccurate or untrue in any respect whatsoever, and (ii) any non-compliance in any immaterial respect of the documents presented under a Letter of Credit with the terms thereof shall not, in each case, be deemed wilful misconduct or gross negligence of the Operating Lender.

SECTION 3.06. Interim Interest. If the Operating Lender shall make any LC Disbursement, then, unless Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall be deemed to be a Prime Rate Loan and shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that Borrower reimburses such LC Disbursement, at the rate per annum then applicable to Prime Rate Loans; provided that, if Borrower fails to reimburse such LC Disbursement when due or finance such reimbursement payment with a Borrower as contemplated by Section 3.04, then Section 2.07 shall apply. Interest accrued pursuant to this Section 3.06 shall be for the account of the Operating Lender.

SECTION 3.07. Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that Borrower receives notice from the Operating Lender demanding the deposit of cash collateral pursuant to this Section 3.07, Borrower shall deposit in a Desposit Account with the Operating Lender an amount in cash equal to the LC Exposure as of such date plus any accrued and unpaid fees and interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to Borrower described in paragraph (h) or (i) of Article VIII. Each such deposit shall be held by the Operating Lender, as collateral for the payment and performance of the obligations of Borrower under this Agreement. The Operating Lender shall have exclusive dominion and control, including the exclusive right of withdrawal, over such accounts. All such accounts shall bear interest at the Operating Lender's prevailing rates of interest for similar deposits. Interest or profits, if any, on such investments shall accumulate in such account.

Moneys in such account shall be applied by the Operating Lender to reimburse the Operating Lender for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of Borrower for the LC Exposure at such time or, if the maturity of the Loans has been, be applied to satisfy other obligations of Borrower under this Agreement. If Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to Borrower within three Business Days after all Events of Default have been cured or waived.

ARTICLE IV

Representations and Warranties

Borrower represents and warrants to each of the Lenders, the Administrative Agent and the Operating Lender that:

SECTION 4.01. Organization; Powers. Each of the Loan Parties (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has all requisite organizational power and authority to own its property and assets and to carry on its business as now conducted, (c) is qualified to do business in every jurisdiction where such qualification is required by the nature of its business, the character and location of its property, business or customers, or the ownership or leasing of its properties, except for such jurisdictions in which the failure so to qualify, in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and (d) has the requisite power and authority to execute, deliver and perform its obligations under each of the Loan Documents and each other agreement or instrument contemplated thereby to which it is or will be a party and, in the case of Borrower, to borrow hereunder.

SECTION 4.02. Authorization. The execution, delivery and performance by the parties party thereto of the Purchase Agreement and the transactions contemplated thereby (collectively, the "Purchase Transactions") and by each of the Loan Parties of each of the Loan Documents to which it is a party, the Borrowings hereunder, the issuance of the Letters of Credit, the use of the proceeds of the Loans and the Letters of Credit, the creation of the security interests contemplated by the Security Documents and the other transactions contemplated by the Loan Documents (other than the Purchase Transactions) (collectively, the "Credit Transactions" and, together with the Purchase Transactions, the "Transactions") (a) have been duly authorized by all requisite corporate and, if required, stockholder action and (b) will not (i) violate (A) any provision of law, statute, rule or regulation, or the certificate of incorporation or other constitutive documents or by-laws of any Loan Party or any of its subsidiaries, (B) any order of any Governmental Authority or (C) any provision of any indenture or other material agreement or other material instrument to which any Loan Party or any of its subsidiaries is a party or by which any of them or any of their property is or may be bound, (ii) constitute (alone or with notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or (iii) result in the creation or imposition of any Lien (other than any Lien created hereunder or under the Security Documents) upon or with respect to any property or assets now owned or hereafter acquired by any Loan Party or any of its subsidiaries.

SECTION 4.03. Enforceability. This Agreement has been duly executed and delivered by Borrower and constitutes, and each other Loan Document when executed and delivered by each Loan Party that is party thereto will constitute, a legal, valid and binding obligation of Borrower and the other Loan Parties, as applicable, enforceable against each of them in accordance with its terms (except as the enforceability thereof may be limited by bankruptcy, insolvency reorganization, moratorium or similar laws affecting

the enforcement of creditors' rights generally and subject to general principles of equity (whether enforcement is sought by proceeding in equity or at law)).

SECTION 4.04. Governmental Approvals. No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with the Transactions, except for (a) the filing of PPSA and UCC financing statements and similar security or collateral filings and registrations under applicable laws in other jurisdictions, (b) such actions, consents, approvals, registrations and filings as have been made or obtained and are in full force and effect and (c) such actions, consents, approvals, registrations and filings, the failure of which to obtain, would not reasonably be expected to have a Material Adverse Effect.

SECTION 4.05. Financial Statements.

The Loan Parties have delivered to the Lenders their audited financial statements and the auditor's management letters (if any) for the Fiscal Years ended January 28, 2006 and January 27, 2007, and the available unaudited statements through Period 8. The audited statements agree in all material respects with the financial information provided to the Lenders prior to the receipt of such audited financial statements (after accounting for management bonuses). The Lender has also received a *pro forma* closing balance sheet, adjusted to give effect to the Transactions, that is satisfactory to the Lenders acting reasonably. All financial statements set forth or referred to in the materials specified in the preceding sentence were prepared in conformity with GAAP except, in the case of unaudited financial statements, for the absence of footnote disclosure and for year-end audit adjustments. All such financial statements fairly present in all material respects the consolidated financial position of such Loan Parties as at the date thereof and the consolidated results of operations and cash flows of the Loan Parties for each of the periods covered thereby. Except as disclosed in such financial statements, none of the Loan Parties had at the date of such financial statements any material contingent obligation, material contingent liability or material liability for taxes, long-term lease or unusual forward or long-term commitment or obligations to retired employees for medical or other employee benefits that is not reflected in the foregoing financial statements or the notes thereto.

SECTION 4.06. No Material Adverse Effect. Since January 28, 2007, there has been no event or condition that has had, or could reasonably be expected to have, a Material Adverse Effect.

SECTION 4.07. Title to Properties; Possession Under Leases.

(a) Except as set forth on Schedule 4.07, each of Borrower and the Subsidiaries has good and marketable title to, or valid leasehold interests in, or equivalent legal title in the applicable jurisdiction to, all its properties and assets, except for minor defects in title that do not interfere in any material respect with its ability to conduct its business as currently conducted. All such title to, or leasehold interest in, properties and assets are free and clear of Liens, other than Liens expressly permitted by Section 7.02 and Liens with respect to which the Administrative Agent has received on or prior to the Closing Date duly executed releases and termination statements in connection therewith.

(b) Each of Borrower and the Subsidiaries has complied with all obligations under all leases to which it is a party and enjoys peaceful and undisturbed possession under all such leases except for acts of non-compliance which could not reasonably be expected to have a Material Adverse Effect.

SECTION 4.08. Subsidiaries and Ownership of the Loan Parties. Except as set forth on Schedule 4.08, the Loan Parties have no direct or indirect Subsidiaries. The outstanding stock and/or Equity Interests of each Loan Party has been duly and validly issued and is fully paid and non-assessable by such Loan

Party, as applicable, and the number and owners of such shares of capital stock and/or Equity Interests of such Loan Party are set forth on Schedule 4.08. Except as set forth on Schedule 4.08, there are no securities, notes, bonds or other instruments convertible into or exchangeable for capital stock and/or Equity Interests of any Loan Party.

SECTION 4.09. Litigation; Compliance with Laws.

(a) Except as set forth in Schedule 4.09, there are no actions, suits or proceedings at law or in equity or by or before any Governmental Authority now pending or, to the knowledge of Borrower, threatened against or affecting Borrower or any of the Subsidiaries or any business or property of any such Person that (i) purports to affect the legality, validity or enforceability of any Loan Document or the Transactions or (ii) would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Neither Borrower nor any of the Subsidiaries nor any of their respective properties or assets is (i) in violation of, nor will the continued operation of their properties and assets as currently conducted violate, any law, rule, regulation, statute (including any zoning, building, Environmental Laws, ordinance, code or approval or any building permits) or any restrictions of record or agreements, where such violations could reasonably be expected to have a Material Adverse Effect or (ii) in default with respect to any judgment, writ, injunction, decree or order of any Governmental Authority, where such defaults, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

SECTION 4.10. Federal Reserve Regulations

(a) Neither Borrower nor any of the Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

(b) No part of the proceeds of any Letter of Credit or Loan has been used, whether directly or indirectly, and whether immediately, incidentally or ultimately, (i) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose or (ii) for any purpose that entails a violation of, or is inconsistent with, the provisions of the Regulations of the Board, including Regulation T, U or X.

SECTION 4.11. Tax Returns. All federal, and material provincial and local and foreign national, state, provincial, regional and local and all other tax returns of the Loan Parties required by applicable law to be filed have been duly filed, and all federal, and material provincial and local and foreign national, state, provincial, regional and local and all other taxes, assessments and other governmental charges or levies upon the Loan Parties and their respective property, income, profits and assets which are due and payable have been paid, except any such non-payment which is at the time permitted under Section 6.03. The charges, accruals and reserves on the books of the Loan Parties in respect of federal, provincial and local taxes and foreign national, state, provincial, regional and local taxes for all Fiscal Years and portions thereof since the organization of each of the Loan Parties, as applicable, are in the judgment of Borrower adequate, and to the knowledge of Borrower, no additional assessments for any of such years are pending which, singly or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

SECTION 4.12. Accuracy and Completeness of Information. All written information, reports, certificates, financial statements, other instruments, and other papers and data (other than projections, *pro formas*, budgets and general economic or industry data) produced by or on behalf of Borrower or any

other Loan Party and furnished, to the Administrative Agent or any Lender were, at the time the same were so furnished, when taken as a whole, complete and correct in all material respects to the extent necessary to give the recipient a materially true and accurate knowledge of the subject matter, and no fact is known to Borrower or any other Loan Party which has had, or could reasonably be expected to in the future have, a Material Adverse Effect which has not been set forth in the financial statements or disclosure delivered prior to the Closing Date, in each case referred to in Section 4.05, or in such written information, reports or other papers or data or otherwise disclosed in writing to the Administrative Agent or any Lender prior to the Closing Date.

SECTION 4.13. Employee Benefit Plans. As of the Closing Date:

(a) there are no outstanding disputes concerning the assets of the Canadian Pension Plans, the Canadian Benefit Plans, or the Plans, except where such dispute would not reasonably be expected to have a Material Adverse Effect;

(b) no promises of benefit improvements under the Canadian Pension Plans, the Canadian Benefit Plans or the Plans have been made, except where such improvement would not reasonably be expected to have a Material Adverse Effect;

(c) All contributions or premiums required to be made or paid by the Loan Parties to the Canadian Pension Plans, the Canadian Benefit Plans or Plans have been made on a timely basis in accordance with the terms of such plans and all applicable laws;

(d) there have been no improper withdrawals or applications of the assets of the Canadian Pension Plans, the Canadian Benefit Plans or the Plans, except where such impropriety would not reasonably be expected to have a Material Adverse Effect;

(e) none of the Canadian Pension Plans or the Canadian Benefit Plans has any unfunded actuarial liabilities or solvency deficiencies (within the meaning of the applicable laws) except where such unfunded liabilities or solvency deficiencies could not reasonably be expected to result in a Material Adverse Effect.;

(f) no Pension Plan Event has occurred with respect to the Plans;

(g) no Loan Party or has at anytime been an employer (for the purposes of Sections 38-51 of the UK Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the UK Pensions Schemes Act 1993); and

(h) no Loan Party is or has at anytime been "connected" with or an "associate" of (as such terms are used in Sections 39 and 43 of the UK Pensions Act 2004) such an employer.

SECTION 4.14. Environmental and Safety Matters. Except as set forth on Schedule 4.14:

(a) Each of Borrower and the Subsidiaries has obtained all permits, licenses and other authorizations that are required and material with respect to the operation of the business of Borrower and the Subsidiaries under any Environmental Law, and each such permit, license and authorization is in full force and effect, except for where the failure to obtain or maintain in force or effect such permits, licenses or other authorizations would not reasonably be expected to have a Material Adverse Effect.

(b) Each of Borrower and the Subsidiaries is in compliance with all material terms and conditions of the permits, licenses and authorizations specified in paragraph (a) above, and is also in compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in any Environmental Law applicable to it and its business, assets, operations and properties, except where the failure to comply would not reasonably be expected to have a Material Adverse Effect.

(c) There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter or request for information pending or, to the knowledge of Borrower, after inquiry, threatened against Borrower or any of the Subsidiaries under any Environmental Law that would reasonably be expected to have a Material Adverse Effect.

(d) Neither Borrower nor any of the Subsidiaries has received notice that it has been identified as a potentially responsible party under any Canadian federal or provincial law, or any United States federal or state law, or any English or German law for any hazardous substances or any pollutant or contaminant, or any toxic substance, hazardous waste, hazardous constituents, hazardous materials, asbestos or asbestos containing material, polychlorinated biphenyls, petroleum, including crude oil and any fractions thereof, or other wastes, chemicals, substances or materials regulated by any Environmental Laws (collectively, "Hazardous Materials") that it or any of their respective predecessors in interest has used, generated, stored, tested, handled, transported or disposed of, has been found at any site at which any Governmental Authority or private party is conducting a remedial investigation or other action pursuant to any Environmental Law, except for any such notices that would not reasonably be expected to have a Material Adverse Effect.

(e) There have been no releases or threatened releases of Hazardous Materials by Borrower or any of the Subsidiaries on, upon, into or from any of the Real Properties, which releases or threatened releases would reasonably be expected to have a Material Adverse Effect. To the best knowledge of Borrower, there have been no such releases or threatened releases on, upon, under or into any real property in the vicinity of any of the Real Properties that, through soil, surface water or groundwater migration or contamination, may be located on, in or under such Real Properties and which would reasonably be expected to have a Material Adverse Effect.

(f) There is no asbestos in, on, or at any Real Properties or any facility or equipment of Borrower or any of the Subsidiaries, except to the extent that the presence of, or exposure to, such material would not reasonably be expected to have a Material Adverse Effect.

(g) There are no events, conditions, circumstances, activities, practices, incidents, actions or plans that would reasonably be anticipated to interfere with or prevent compliance with any Environmental Law, or which may give rise to liability under any Environmental Law, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing or notice of violation, study or investigation, based on or related to the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport, shipping or handling, the emission, discharge, release or threatened release into the environment of, or exposure to, any Hazardous Material that would reasonably be expected to have a Material Adverse Effect.

SECTION 4.15. Solvency. Immediately after giving effect to the Transactions to occur on the Closing Date, and taking into account credit support from other Loan Parties, (a) the present fair saleable value on a going concern basis of the assets of Borrower and each of the Subsidiaries will exceed the amount that will be required to be paid on or in respect of the existing debts and other liabilities (including contingent liabilities) of Borrower and each the Subsidiaries as they become absolute and mature, (b) Borrower and

each the Subsidiaries will not have unreasonably small capital to carry out their businesses as conducted or as proposed to be conducted, and (c) Borrower does not intend to, nor does it intend to permit any of the Subsidiaries to, and does not believe that it or any such Subsidiary will, incur debts beyond its ability to generally pay such debts as they become absolute and mature.

SECTION 4.16. Security Documents. The Security Agreements, upon execution and delivery thereof by the parties thereto, will create in favour of the Administrative Agent, for the rateable benefit of the beneficiaries named therein, a legal, valid and enforceable security interest in the Collateral and proceeds thereof and (i) (x) when the Pledged Collateral (as defined in the Security Agreements) represented by certificates is delivered to the Administrative Agent, together with an executed blank stock power and (y) when financing statements in appropriate form have been duly filed in the offices specified in Schedule 4.16 and (where required by the Lenders) control agreements have been executed by the issuers of such Pledged Collateral (as defined in the Security Agreements) which is not represented by certificates, the Security Agreements shall constitute a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in such Pledged Collateral, in each case prior and superior in right to any other Person other than the holders of Permitted Liens and (ii) when financing statements in appropriate form have been duly filed in the offices specified on Schedule 4.16, each Lien created under the Security Agreements will constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral, and the proceeds thereof, to the extent perfection or publication can be obtained by filing PPSA and UCC financing statements or similar filings or registrations under the applicable laws of any other applicable jurisdiction, in each case prior and superior in right to any other Person (other than the holders of Liens Permitted under Section 7.02.

SECTION 4.17. Parallel Debt.

For the purposes of taking and ensuring the continuing validity of security ("**Parallel Debt Security**") under the Security Documents subject to the laws of (or to the extent affecting assets situated in) Germany, notwithstanding any contrary provision in this Agreement:

(a) the Borrower irrevocably and unconditionally undertakes (such undertakings, the "**Parallel Obligations**") to pay to the Administrative Agent amounts equal to all present and future amounts (the "**Original Obligations**") owing by it to a Lender under the Loan Documents;

(b) the Administrative Agent shall have its own independent right to demand and receive payment of the Parallel Obligations;

(c) the Parallel Obligations shall not limit or affect the existence of the Original Obligations for which the Lenders shall have an independent right to demand payment;

(d) notwithstanding paragraphs (b) and (c), payment by a Loan Party of its Parallel Obligations shall to the same extent decrease and be a good discharge of the corresponding Original Obligations owing to the relevant Lenders and payment by a Loan Party of its Original Obligations to the relevant Lender shall to the same extent decrease and be a good discharge of the Parallel Obligations owing by it to the Administrative Agent;

(e) the Parallel Obligations are owed to the Administrative Agent in its own name on behalf of itself and not as agent or representative of any other person nor as trustee and the Parallel Debt Security shall secure the Parallel Obligations so owing;

(f) without limiting or affecting the Administrative Agent's right to protect, preserve or enforce its rights under any Security Document, the Administrative Agent undertakes to each Lender not to exercise its rights in respect of the Parallel Obligations without the consent of the relevant Lender; and

(g) the Administrative Agent undertakes to pay to the Lender any amount collected or received by it in payment or partial payment of the Parallel Obligations and shall distribute any amount so received to the Lenders in accordance with the terms of this Agreement as if such amounts had been received in respect of the Original Obligations.

SECTION 4.18. Labour Matters. As of the Closing Date, there are no strikes or other labour disputes against any of the Loan Parties pending or, to the knowledge of Borrower, threatened that would reasonably be expected to result in a Material Adverse Effect. The hours worked by and payment made to employees of any Loan Party have not been in violation of applicable federal, provincial, regional, local or foreign law dealing with such matters, where such violations could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. The consummation of the Transactions will not give rise to a right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which Borrower or any of the Subsidiaries is a party or by which Borrower or any of the Subsidiaries is bound on the Closing Date.

SECTION 4.19. Real Property. Schedule 4.19 sets forth as of the Closing Date all real property owned or leased by Borrower or any of the Subsidiaries. With respect to all real property described as being owned by Borrower or any Subsidiary, such real property is owned in fee simple by such owner. With respect to all leasehold real property interests, the lease agreements are described in Schedule 4.19 hereto.

SECTION 4.20. Intellectual Property. Each of Borrower and the Subsidiaries owns, or is licensed or otherwise authorized to use, all patents, designs, trademarks, trade names, copyrights, technology, know-how and processes, service marks and rights with respect to the foregoing that are used in or necessary for the conduct of its business as currently conducted, and Schedule 4.20 lists all material patents, designs, trademarks, trade names, copyrights, technology, processes and other intellectual property rights. The use of such patents, designs, trademarks, trade names, copyrights, technology, processes and rights with respect to the foregoing by Borrower and the Subsidiaries does not, to the knowledge of Borrower and the Subsidiaries, infringe on the rights of any Person, subject to such claims and infringements as do not, in the aggregate, give rise to any liability on the part of Borrower and the Subsidiaries that is material to Borrower or any Subsidiaries.

SECTION 4.21. Business. Borrower and each of the Subsidiaries are engaged principally in the business described on Schedule 4.21 or reasonable extensions thereof.

SECTION 4.22. Liens. Except as set forth in Schedule 4.22, none of the properties and assets of Borrower or any Subsidiary is subject to any Lien, except Permitted Liens.

SECTION 4.23. Indebtedness and Guarantees. Set forth on Schedule 4.23 is a complete and correct listing as of the Closing Date of all of Borrower's and the Subsidiaries' Indebtedness (excluding Indebtedness incurred in the ordinary course of business) and Guarantees (excluding Guarantees entered into in the ordinary course of business). Neither Borrower nor any Subsidiary is in default of any material provision of any agreement evidencing or relating to such any such Indebtedness or Guarantee.

SECTION 4.24. Burdensome Provisions. Neither Borrower nor any of the Subsidiaries is a party to any indenture, agreement, lease or other instrument, or subject to any charter or corporate restriction,

Governmental Approval or applicable law, compliance with the terms of which could reasonably be expected to have a Material Adverse Effect.

SECTION 4.25. Chief Executive Office. The chief executive office of each Loan Party and the books and records relating to the Eligible Accounts are located at the address or addresses set forth on Schedule 4.25; except as set forth on Schedule 4.25, no loan party has maintained its chief executive office or the books and records relating to any Eligible Accounts at any other address at any time during the five years immediately preceding the Closing Date. The exact legal name of each Loan Party is set forth on Schedule 4.25.

SECTION 4.26. Equipment. All Equipment is in good order and repair in all material respects, normal wear and tear excepted and usual ongoing operational repairs as required and casualty loss and condemnation excepted.

SECTION 4.27. Corporate and Fictitious Names; Trade Names. Except as otherwise disclosed on Schedule 4.27, during the five-year period preceding the Closing Date, neither Borrower nor any Subsidiary has been known as or used any corporate or other organizational, or fictitious name other than the corporate or other organizational name of Borrower or such Subsidiary on the Closing Date. All trade names or styles under which Borrower or any Subsidiary sells Inventory or Equipment or creates Accounts, or to which Instruments in payment of Accounts are made payable, are listed on Schedule 4.27.

SECTION 4.28. Deposit Accounts. Schedule 4.28 is a complete and correct list of all Deposit Accounts maintained by each Loan Party.

SECTION 4.29. Survival of Representations and Warranties, Etc. All representations and warranties set forth in this Article IV or any of the other Loan Documents (including any such representation, warranty or statement made in or in connection with any amendment thereto) shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made or deemed to be made at and as of the Closing Date and at and as of the date of each Loan (excluding, for certainty, rollovers and conversions), except that representations and warranties which, by their terms are applicable only to one such date shall be deemed to be made only at and as of such date. All representations and warranties made or deemed to be made under this Agreement shall survive and not be waived by the execution and delivery of this Agreement, any investigation made by or on behalf of the Administrative Agent or any Lender or any borrowing hereunder.

ARTICLE V

Conditions

The obligation of each Lender to make Loans hereunder and the obligation of each Operating Lender to issue, amend, extend or renew any Letter of Credit hereunder (each, a "Credit Event") is subject to the satisfaction of the following conditions:

SECTION 5.01. All Credit Events. On the date of each Credit Event:

(a) The Administrative Agent and, where applicable, the Operating Lender or the Operating Lender, shall have received a notice of such Credit Event as required by Section 2.03 or 3.02, respectively.

(b) The representations and warranties set forth in Article IV hereof and in the other Loan Documents shall be true and correct in all material respects on and as of the date of such Credit Event with the same effect as though made on and as of such date, except to the extent that such representations and warranties expressly relate to an earlier date.

(c) At the time of and immediately after such Credit Event, no Default or Event of Default shall have occurred and be continuing.

(d) At the time of and immediately after such Credit Event, there shall have occurred no event or condition that has had, or would reasonably be expected to have, a Material Adverse Effect.

Each Credit Event shall be deemed to constitute a representation and warranty by Borrower on the date of such Credit Event as to the matters specified in paragraphs (b) and (c) of this Section 5.01.

SECTION 5.02. Conditions Precedent to the Closing Date. Notwithstanding any other provision of this Agreement, the effectiveness of this Agreement, the Lenders' obligation to make the initial Loans and the Operating Lender's obligation to issue the initial Letters of Credit are subject to the fulfillment or waiver by the Lenders of each of the following conditions prior to or contemporaneously with the making of such Loan or issuance of such Letters of Credit:

(a) Closing Documents. The Administrative Agent shall have received each of the following documents, all of which shall be satisfactory in form and substance to Administrative Agent and Lenders' Counsel:

(i) this Agreement, complete with Schedules and Exhibits duly executed and delivered by the Parties hereto;

(ii) certified copies of the Organizational Documents of each Loan Party as in effect on the Closing Date;

(iii) certified copies of all corporate action, including partnership or shareholder approval, if necessary, taken by each Loan Party to authorize the execution, delivery and performance of this Agreement and the other Loan Documents and the Borrowings under this Agreement;

(iv) certificates of incumbency and specimen signatures with respect to each of the officers of each Loan Party who is authorized to execute and deliver this Agreement or any other Loan Document on behalf of such Loan Party or any document, certificate or instrument to be delivered in connection with this Agreement or the other Loan Documents and to request borrowings under this Agreement;

(v) a certificate evidencing the good standing of each Loan Party in the jurisdiction of its incorporation and in each other jurisdiction in which it is qualified as a foreign corporation to transact business (to the extent applicable in such Loan Party's jurisdiction of formation or incorporation);

(vi) financing statements duly executed and delivered (where required) by each Loan Party, and evidence satisfactory to the Administrative Agent that financing statements have been filed in each jurisdiction where such filing may be necessary or appropriate to perfect the Administrative Agent's security interest in the Collateral;

(vii) the Security Documents, duly executed and delivered by each applicable Loan Party or shareholder, together with stock certificates where applicable (or other certificates in respect of Equity Interests) and blank stock powers (or equivalent) for all Equity Interests of each Loan Party;

(viii) certificates or binders of insurance relating to each of the policies of insurance covering all of the Collateral together with loss payable clauses which comply with the terms of the Security Agreements;

(ix) the opening Borrowing Base Certificate for Borrower and the Subsidiaries prepared as of the Closing Date (based on the Period 9 balance sheet) duly executed and delivered by the chief financial officer or most senior financial officer of Borrower;

(x) a letter from Borrower to the Administrative Agent requesting the initial Loans and specifying the method of disbursement;

(xi) copies of all the financial statements referred to in Section 4.05 and meeting the requirements thereof;

(xii) a consolidated balance sheet of Borrower as of September 8, 2007 prepared by Borrower on a *pro forma* basis, giving effect to the Transactions and setting forth the assumptions on which such balance sheet was prepared;

(xiii) a certificate of a Responsible Officer on behalf of Borrower stating that, to the best of his knowledge and based on an examination sufficient to enable him to make an informed statement, (a) all of the representations and warranties made or deemed to be made under this Agreement are true and correct as of the Closing Date in all material respects, both with and without giving effect to the Loans to be made at such time and the application of the proceeds thereof, and the consummation of the Transactions, and (b) no Default or Event of Default exists;

(xiv) signed opinions of Stikeman Elliott LLP, Kirkland and Ellis LLP, Balfour Moss LLP, Mayer Brown LLP, Stewart McKelvey and such other local counsel as the Administrative Agent shall deem reasonably necessary or desirable, opining as to such matters in connection with this Agreement as the Administrative Agent or Lenders' Counsel may reasonably request;

(xv) initial Notice of Borrowing executed by Borrower;

(xvi) Compliance Certificate for Borrower, duly executed by Borrower;

(xvii) direction to pay, duly executed by Borrower;

(xviii) a written statement of sources and uses of funds for the Transactions; and

(xix) copies of each of the other Loan Documents duly executed by the parties thereto with evidence reasonably satisfactory to the Administrative Agent and Lenders' Counsel of the due authorization, binding effect and enforceability of each such Loan Document on each such party and such other documents and instruments as the Administrative Agent may reasonably request.

(b) Purchase Transaction.

(i) The Lenders and the Administrative Agent shall be satisfied in all respects with their due diligence and review of the assets to be acquired by Loan Parties pursuant to the Purchase Agreement, including all employment contracts of the Loan Parties.

(ii) The Administrative Agent shall have received a due diligence report from RSM McGladrey, in each case with respect to the Loan Parties and the other assets to be acquired by the Loan Parties pursuant to the Purchase Agreement, the results of which shall be satisfactory to the Administrative Agent in its discretion.

(iii) On the Closing Date, the Purchase Transaction shall have been consummated in accordance with all applicable laws and the terms and provisions of the Purchase Agreement, without any amendment or waiver of any material provision thereof (except as may have been agreed to in writing by the Required Lenders), and the Administrative Agent shall have received an officer's certificate to such effect and certified copies of the Purchase Agreement and all other purchase documents as in effect on the Closing Date, in substantially the forms of such documents delivered to the Administrative Agent prior to the Closing Date. In addition, Borrower shall use commercially reasonable efforts to cause all opinion letters, if any, delivered in connection with the Purchase Transaction to be addressed to the Administrative Agent and the Lenders, or to be accompanied by a written authorization from the firm delivering such opinion letter stating that the Administrative Agent and the Lenders may rely on such opinion letter as though it were addressed to them.

(iv) The purchase price paid in respect of the Purchase Transaction shall not exceed $85,500,000, excluding transaction costs and expenses, the repayment of indebtedness and subject to working capital adjustments.

(v) The aggregate amount of indebtedness being repaid in respect of the Purchase Transaction shall not exceed $10,776,278.90.

(vi) after giving effect to the Transactions, (A) Audax shall beneficially own, directly or indirectly, at least 70% of each of the voting and economic Equity Interests in Holdco; (B) Holdco shall beneficially own 100% of the voting and economic Equity Interests of the Borrower; and (C) Holdco shall beneficially own, directly or indirectly, 100% of the voting and economic Equity Interests of the Subsidiaries (except that the 100% figure above shall be 51% in the case of NorthStar Cover-All, LLC and 95% in the case of Cover-All Deutschland GmbH) .

(c) Equity Contribution. Simultaneously with the consummation of the transactions contemplated by this Agreement, on the Closing Date, Audax shall have contributed not less than $28,000,000 of cash equity, to Holdco.

(d) Subordinated Loan. Simultaneously with the consummation of the transactions contemplated by this Agreement, on the Closing Date the Borrower shall have received gross proceeds of the Subordinated Loan of not less than $15,000,000, and the Intercreditor Agreement shall have been entered into.

(e) Due Diligence Review. The Administrative Agent and the Lenders shall be satisfied in all respects with the results of their due diligence and review of the Loan Parties, including the

organizational structure of the Loan Parties, management and management operations of the Loan Parties, and operating, information, management, technical, financial control and other systems of the Loan Parties

(f) Total Leverage Ratio. The Lenders and the Administrative Agent shall have received evidence satisfactory to them that Borrower's Total Leverage Ratio, calculated on a *pro forma* basis after giving effect to the closing of the Transactions and using consolidated Indebtedness of Borrower and the Subsidiaries after giving effect to the incurrence of the initial Loans and the closing of the Purchase Transaction in accordance with the terms of the Purchase Agreement, does not exceed 4.35 to 1.00.

(g) Senior Leverage Ratio. The Lenders and the Administrative Agent shall have received evidence satisfactory to them that Borrower's Senior Leverage Ratio, calculated on *a pro forma* basis after giving effect to the closing of the Transactions and using consolidated Indebtedness of Borrower and the Subsidiaries after giving effect to the incurrence of the initial Loans and the closing of the Purchase Transaction in accordance with the terms of the Purchase Agreement, does not exceed 3.20 to 1.00.

(h) No Injunctions, Conflicts, etc. No action, suit or proceeding (including any inquiry or investigation) by any entity (private or governmental) shall be pending or threatened (x) with respect to the facilities or any related documentation or (y) with respect to the Transactions or any Loan Party or the assets to be acquired under the Purchase Agreement which in the case of any or all litigation described in this sub-clause (y) the Administrative Agent shall determine could have a materially adverse effect on the Transactions, the assets to be acquired under the Purchase Agreement or the business, assets, liabilities, results of operations or condition (financial or otherwise) of the Loan Parties. The Lenders and the Administrative Agent shall have been provided with such information regarding the status of all material litigation pending against the Loan Parties, and shall be reasonably satisfied in all respects with the status of such litigation. After giving effect to the Transactions, the financings incurred in connection therewith and the other transactions contemplated thereby, there shall be no conflict with, or default under, any Material Contract.

(i) No Default. No Default or Event of Default shall have occurred and shall then be continuing on such date or will occur after giving effect to this Agreement.

(j) Approvals. All necessary governmental (domestic and foreign) and third party approvals and/or consents in connection with the Transactions and otherwise referred to herein or therein shall have been obtained and remain in effect, and all applicable waiting periods shall have expired without any action being taken by any competent authority which, in the judgment of the Administrative Agent, restrains, prevents or imposes materially adverse conditions upon the consummation of the Transactions including all filings required to be made and any approval required to be received (including any action required to be taken as a condition thereto) pursuant to the *Hart-Scott-Rodino Antitrust Improvements Act* of 1976, as amended. Additionally, there shall not exist any judgment, order, injunction or other restraint prohibiting or imposing material adverse conditions upon the Transactions or the transactions contemplated by this Agreement.

(k) No Material Adverse Effect. On or prior to the Closing Date, nothing shall have occurred (and neither the Administrative Agent nor any Lender shall have become aware of any facts or conditions not previously known) which the Administrative Agent shall reasonably determine has or is reasonably likely to have a Material Adverse Effect on the rights or remedies of the Lenders or the Administrative Agent, or on the ability of the Loan Parties to perform their obligations to

the Lenders or which is reasonably likely to constitute or give rise to any condition or change that would reasonably be expected to have a Material Adverse Effect on the business, assets, liabilities, results of operations or financial condition of the Loan Parties, taken as a whole.

(l) Release of Liens. The Administrative Agent shall have received evidence satisfactory to them of the release and termination of all Liens on the property of the Loan Parties other than Liens permitted under Section 7.02.

(m) Environmental Review. Borrower shall have delivered to the Administrative Agent such environmental reports and surveys pertaining to any real property owned or leased by any of the Loan Parties as the Administrative Agent and the Lenders may reasonably request, and the Administrative Agent and the Lenders shall be satisfied in all respects with the results of the environmental due diligence relating to such real property.

(n) Minimum Operating Cash Flow. The Lenders and the Administrative Agent shall have received evidence satisfactory to them that Borrower's consolidated Operating Cash Flow, calculated for the twelve month period through the end of Period 8, equals or exceeds $12,850,000.

(o) Fees. All reasonable costs, fees (including for certainty all fees payable pursuant to the fee letter of even date herewith from the Lead Arranger to the Borrower), expenses (including the reasonable legal fees and expenses of Lenders' Counsel, US counsel to the Lenders, and such other local counsel or agents retained by the Lenders in connection with the Loans) and other compensation contemplated thereby, payable to the Lead Arranger, the Administrative Agent, and the Lenders shall have been paid on the Closing Date.

(p) Borrower's Deposit Account. In order to facilitate the Operating Lender's provision of the Operating Facility, the Borrower shall maintain a Deposit Account with a branch of the Operating Lender.

(q) German Secured Indebtedness. The German Secured Indebtedness that is not fully cash-collateralized shall not exceed €162,500, and the Administrative Agent shall have been provided with evidence thereof in form satisfactory to it, acting reasonably.

(r) German Non-Prepayable Indebtedness. The German Non-Prepayable Indebtedness shall not exceed €87,500, the Liens granted in respect thereof shall secure no more than €37,500 thereof and shall secure only the Accounts of Cover-All Deutschland GmbH, and the Administrative Agent shall have been provided with evidence thereof in form satisfactory to it, acting reasonably.

ARTICLE VI

Affirmative Covenants

Borrower covenants and agrees with each Lender, the Administrative Agent and the Operating Lender that until the Obligations are paid in full (other than contingent indemnity Obligations), and, unless the Required Lenders shall otherwise consent in writing, it will, and will cause each of the Guarantors to:

SECTION 6.01. Preservation of Existence and Similar Matters. Preserve and maintain its corporate or other organizational existence, rights, franchises, licenses and privileges in the jurisdiction of its formation (which shall not change without the prior written consent of the Administrative Agent) and

qualify and remain qualified as a foreign corporation or other organization and authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification or authorization, except where the failure to be so qualified as a foreign corporation or other organization could not reasonably be expected to have a Material Adverse Effect; and provide to the Administrative Agent as soon as reasonably possible with a certificate of good standing (or similar document) in each case where a Loan Party has qualified as an extra-provincial corporation, or has otherwise qualified to transact business in a new jurisdiction.

SECTION 6.02. Insurance. Keep its insurable properties adequately insured at all times by financially sound and reputable insurers; maintain such other insurance, to such extent and against such risks, including fire and other risks insured against by extended coverage, as is usually maintained in the same general area by companies engaged in the same or similar businesses, including public liability insurance against claims for personal injury or death or property damage occurring upon, in, about or in connection with the use of any properties owned, occupied or controlled by it or the use of any products sold by it; and maintain such other insurance as may be required by law.

SECTION 6.03. Payment of Taxes and Claims. Pay or discharge when due (a) all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any properties belonging to it, and (b) all lawful claims of builders, materialmen, mechanics, carriers, warehousemen and landlords for labour, materials, supplies and rentals which, if unpaid, might become a Lien on any properties of Borrower or such Subsidiary, except that this Section 6.03 shall not require the payment or discharge of any such tax, assessment, charge, levy or claim (i) which is being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP and such contest operates to suspend enforcement of a Lien and there is no material risk of forfeiture of such property or (ii) the failure of which to pay or discharge would not reasonably be expected to result in a Material Adverse Effect.

SECTION 6.04. Financial Statements, Reports, etc. Furnish to the Administrative Agent and each Lender:

(a) within 90 days after the end of each Fiscal Year (but 120 days after the end of Fiscal Year 2008), its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows, showing the financial condition of Borrower and the Subsidiaries as of the close of such Fiscal Year and the results of its operations and the operations of such Subsidiaries during such Fiscal, all audited by Hergott Duval Stack & Partners or other independent auditors of recognized national standing;

(b) within 30 days after the end of each Period, its unaudited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows, showing the financial condition of Borrower and the Subsidiaries as of the close of such Period and the results of its operations and the operations of such Subsidiaries during such Period and the then-elapsed portion of the Fiscal Year (it being understood that such information shall be in reasonable detail);

(c) within 45 days after the end of each Fiscal Quarter, its unaudited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows (including a comparison to the previous year's actual results (and current year's budget)), showing the financial condition of Borrower and the Subsidiaries as of the close of such Fiscal Quarter and the results of its operations and the operations of such Subsidiaries during such Fiscal Quarter and the then-elapsed portion of the Fiscal Year (it being understood that such information shall be in reasonable detail and certified by a Financial Officer of Borrower, as fairly presenting in all material respects the financial condition and results of operations of Borrower and the

Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of notes);

(d) concurrently with any delivery of financial statements of Borrower under paragraphs (a) and (c) above, a duly completed compliance certificate in the form of Exhibit E (a "Compliance Certificate"), with appropriate insertions, dated the date of such annual report or such quarterly statements and signed by a Financial Officer of Borrower, containing (i) a written statement to the effect that such officer has not become aware of any Default or Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it, (ii) a written statement of Borrower's management setting forth a discussion of Borrower's consolidated and consolidating financial condition, changes in financial condition and results of operations and (iii) a computation of each of the financial ratios and restrictions set forth in Article VII and, in the case of a Compliance Certificate delivered concurrently with the financial statements delivered pursuant to paragraph (a) above, a computation of Excess Cash Flow;

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by Borrower or any of the other Loan Parties with the Securities and Exchange Commission, or any Governmental Authority succeeding to any of or all the functions of such Commission, or with any securities commission of any Canadian province, or with any Canadian or U.S. securities exchange, or distributed to any such Person's shareholders (other than to Borrower or any of the Subsidiaries), as the case may be;

(f) no later than 30 days after the end of each Fiscal Year, forecasted financial statements, prepared by Borrower, consisting of a consolidated balance sheet, cash flow statement and income statement of Borrower and the Subsidiaries on a consolidated basis, reflecting projected borrowings hereunder and setting forth the assumptions on which such forecasted financial statements were prepared, covering the one-year period until the next Fiscal Year end and prepared on a Period-by-Period basis; all such projected financial statements shall contain projected calculations of the covenants contained in Sections 7.13, 7.14,Section 7.15, and Section 7.16 ;

(g) within 20 days after the end of each Period of Borrower, a Borrowing Base Certificate dated as of the end of such Period and executed by a Financial Officer on behalf of Borrower; provided that (i) Borrower may deliver a Borrowing Base Certificate more frequently if it chooses and (ii) at any time an Event of Default exists, Administrative Agent may require Borrower to deliver Borrowing Base Certificates more frequently.

(h) concurrently with the delivery of the Borrowing Base Certificate required by paragraph (g) a schedule of Eligible Accounts and Eligible Inventory as of the last Business Day of such Fiscal Quarter, in form reasonably satisfactory to the Administrative Agent, setting forth a detailed aged trial balance of all of Borrowers' and the Subsidiaries' then existing Eligible Accounts, specifying the name of and the balance due from (and any rebate due to) each Account Debtor obligated on an Eligible Account so listed, and including a breakdown of Eligible Inventory by warehouse locations of the Loan Parties; and

(i) promptly from time to time, such other information regarding the operations, business affairs and financial condition of Borrower and the Subsidiaries, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request.

SECTION 6.05. Inter-Corporate Debt. Furnish to the Administrative Agent an originally executed copy of any secured promissory note, other instrument or chattel paper held by a Loan Party and evidencing

inter-corporate debt, along with copies of any other agreements related to such inter-corporate debt (if any).

SECTION 6.06. Litigation and Other Notices. Furnish to the Administrative Agent written notice of the following promptly upon a Responsible Officer of Borrower or any Subsidiary obtaining knowledge thereof:

(a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto;

(b) the filing or commencement of, or any written notice to any Loan Party of the intention of any Person to file or commence, any action, suit or proceeding (whether at law or in equity or by or before any Governmental Authority or any arbitrator) against any Loan Party or any Affiliate thereof that, if adversely determined, could result in monetary liability in excess of $500,000 or have a Material Adverse Effect;

(c) the occurrence of any Pension Plan Event that, alone or together with other Pension Plan Event, could reasonably be expected to result in liability of Borrower or any of the Subsidiaries in an aggregate amount exceeding $500,000;

(d) any material amendment of any Organizational Document of Borrower or any Subsidiary of Borrower which is adverse to the Lenders;

(e) any change in the business, assets, liabilities, financial condition, results of operations or business prospects of a Loan Party which, or any event which, has had or would reasonably be expected to have any Material Adverse Effect and any change in the executive officers of Borrower;

(f) any event that constitutes or that, with the passage of time or giving of notice or both, will constitute a Default or Event of Default by a Loan Party under any material agreement (other than this Agreement) to which such Loan Party is a party or by which such Loan Party or any of its property may be bound if the exercise of remedies thereunder by the other party to such agreement would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; and

(g) any material demands, notices of default or other material notices received or delivered by any Loan Party under or pursuant to the Purchase Transaction, including without limitation the Purchase Agreement, or under any renewals, replacements, consolidations, substitutions and extensions of any of the foregoing.

SECTION 6.07. Maintaining Records; Access to Properties and Inspections. Maintain its books and records in accordance with sound business practices sufficient to allow the preparation of financial statements in accordance with GAAP; permit any Lender or the Administrative Agent or any representative thereof to inspect the properties and operations of the Loan Parties; and permit, at any reasonable time and with reasonable notice (or at any time without notice if an Event of Default exists), any Lender or the Administrative Agent or any representative thereof to visit any or all of its offices, to discuss its financial matters with its officers and its independent auditors (and Borrower hereby authorizes such independent auditors to discuss such financial matters with any Lender or the Administrative Agent or any representative thereof provided that a Loan Party is given the opportunity to be present for such), and to examine (and, at the expense of the Loan Parties, photocopy extracts from) any of its books or other records; and at any reasonable time and with reasonable notice permit the Administrative Agent and its representatives to inspect the Inventory and other tangible assets of the Loan Parties, to perform

appraisals of the equipment of the Loan Parties, and to inspect, audit, check and make copies of and extracts from the books, records, computer data, computer programs, journals, orders, receipts, correspondence and other data relating to Inventory, Accounts and any other Collateral. All reasonable costs of such inspections or audits by the Administrative Agent shall be at Borrower's expense, provided that, so long as no Default or Event of Default exists, Borrower shall not be required to reimburse the Administrative Agent for Collateral inspections or audits more frequently than once each Fiscal Year.

SECTION 6.08. Use of Proceeds. Use the proceeds of Loans and request the issuance of Letters of Credit only for the purposes set forth in the recitals to this Agreement. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 6.09. Compliance with Law. Comply with the requirements of all applicable laws (including Environmental Laws), rules, regulations and decrees, directives and orders of any Governmental Authority that are applicable to it or to any of its properties, except where non-compliance could not reasonably be expected to have a Material Adverse Effect.

SECTION 6.10. Further Assurances.

(a) Execute any and all further documents, financing statements, agreements and instruments, and take all further action (including filing PPSA, UCC and other financing statements, registrations, mortgages and deeds of trust), that may be required under applicable law or which the Required Lenders or the Administrative Agent may reasonably request, in order to effectuate the transactions contemplated by the Loan Documents and in order to grant, preserve, protect and perfect the validity and priority of the security interests and hypothecs created or intended to be created by the Security Documents.

(b) Cause each Subsidiary (including, for certainty, Cover-All Building Systems Inc., the entity resulting from the amalgamation of the Borrower and Cover-All Buildings Systems Inc. which shall occur after the Closing Date) to become a party to such Security Documents and (if applicable) a Guarantee Agreement as may be reasonably requested by the Administrative Agent.

(c) From time to time, Borrower and the Subsidiaries will, at their cost and expense, promptly secure the Obligations by pledging or creating, or causing to be pledged or created, perfected security interests with respect to such of the assets and properties of the Loan Parties as the Administrative Agent or the Required Lenders shall reasonably request (it being understood that, subject to the limitations set forth in this paragraph (c), it is the intent of the parties that the Obligations shall be secured by substantially all of the assets of the Loan Parties (including real and personal properties acquired after the Closing Date). Such security interests and Liens will be created under the Security Documents and other security agreements, mortgages, deeds of trust and other instruments and documents in form and substance reasonably satisfactory to the Administrative Agent, and Borrower and the other Loan Parties shall deliver or cause to be delivered to the Lenders all such instruments and documents (including customary legal opinions, title insurance policies or title opinions and lien searches) as the Administrative Agent shall reasonably request to evidence compliance with this paragraph (c). Borrower and the other Loan Parties agree to provide such evidence as the Administrative Agent shall reasonably request as to the perfection and priority status of each such security interest and Lien.

SECTION 6.11. Material Contracts. Maintain in full force and effect (including exercising any available renewal option), and without amendment or modification, each Material Contract, unless the failure so to

maintain any such Material Contract (or any amendment or modification thereto) could not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

SECTION 6.12. Environmental Matters.

(a) Promptly give notice to the Administrative Agent upon becoming aware of (i) any violation of any Environmental Law, (ii) any claim, inquiry, proceeding, investigation or other action, including a request for information or a notice of potential liability under any Environmental Law, by or from any Governmental Authority or any third party claimant or (iii) the discovery of the release of any Hazardous Material at, on, under or from any of the Real Properties or any facility or equipment thereat in excess of reportable or allowable standards or levels under any Environmental Law, or in a manner or amount that would result in liability in excess of $300,000 under any Environmental Law, or have a Material Adverse Effect.

(b) Upon discovery of the presence on any of the Real Properties of any Hazardous Material that is in violation of, or that could result in liability in excess of $200,000 under, any Environmental Law, or have a Material Adverse Effect, take or cause to be taken all necessary steps to initiate and expeditiously complete all remedial, corrective and other action to eliminate any such adverse effect, and keep the Administrative Agent reasonably informed of such actions and the results thereof.

SECTION 6.13. Conduct of Business. Engage only in businesses in substantially the same fields as the businesses conducted on the Closing Date and in similar or related businesses that are reasonable extensions or additions to Borrowers' business on the Closing Date.

SECTION 6.14. Accuracy of Information. Cause all written information, reports, certificates, financial statements, other instruments, and other papers and data (other than projections, *pro formas*, budgets and general economic or industry data) produced by or on behalf of Borrower or any other Loan Party and furnished to the Administrative Agent or any Lender, whether pursuant to this Article VI or any other provision of this Agreement or any of the other Loan Documents to be, at the time the same were so furnished, when taken as a whole, complete and correct in all material respects to the extent necessary to give the recipient a materially true and accurate knowledge of the subject matter.

SECTION 6.15. Revisions or Updates to Schedules. Should any of the information or disclosures provided on any of the Schedules originally attached hereto become outdated or incorrect in any material respect, provide at such time it submits its Compliance Certificates to the Administrative Agent and each Lender such revisions or updates to such Schedule(s) as may be necessary or appropriate to update or correct such Schedule(s); provided, that no such revisions or updates to any Schedule(s) shall be deemed to have cured any breach of warranty or representation resulting from the inaccuracy or incompleteness of any such Schedule(s) unless and until the Required Lenders, in their sole discretion, shall have accepted in writing such revisions or updates to such Schedule(s). The Required Lenders shall be deemed to have accepted any such revisions or updates if they do not object to such revisions or updates within 30 days of receipt thereof.

SECTION 6.16. Deposit Accounts. In order to facilitate the Administrative Agent's and the Lenders' maintenance and monitoring of their security interests in the Collateral, within 45 days after the Closing Date, cause all Deposit Accounts of the Borrower to be maintained with the Administrative Agent, and with respect to Deposit Accounts of the other Loan Parties which exist but are not maintained with the Administrative Agent, cause all such Deposit Accounts to be subject to a first priority perfected Lien in favour of the Administrative Agent, for the benefit of the Beneficiaries, and (with respect to all Loan Parties formed or incorporated in the United States and, if applicable in the UK and Germany) cause any

applicable depositary financial institution to enter into a Deposit Account Pledge Agreement with respect to such Deposit Accounts (other than (i) payroll, tax withholding and trust accounts and (ii) any Deposit Accounts with an average monthly balance of less than $1,000).

SECTION 6.17. Holdco. Cause Holdco to engage in no business or activities other than (i) its ownership of the Equity Interests of Borrower and Cover-All U.S. Holding Corp., (ii) management of Holdco and its Subsidiaries, (iii) the issuance of capital stock of Holdco and the investment of any proceeds therefrom in Borrower, and (iv) entering into contracts and incurring other obligations in the ordinary cause of business of Holdco and its Subsidiaries, provided, that at no time shall Holdco own any property or assets other than the Equity Interests of Borrower and U.S. Newco.

SECTION 6.18. Interest Rate Protection

Within 120 days after the Closing Date, enter into a Swap Agreement with a term of at least two and a half years on an ISDA standard form to hedge the interest rate with respect to not less than 35% of the principal amount of the Term Loans in form and substance reasonably satisfactory to the Administrative Agent.

SECTION 6.19. Pension Plans

(a) The Borrower shall ensure that all pension schemes operated by or maintained for the benefit of members of the Loan Parties and/or any of their employees are fully funded based on the minimum funding requirement under Section 56 Pensions Act 1995 or the statutory funding objective under Section 222 Pensions Act 2004 and that no action or omission is taken by any Loan Party in relation to such a pension scheme which has or is reasonably likely to have a Material Adverse Effect (including, without limitation, the termination or commencement of winding-up proceedings of any such pension scheme or Loan Party ceasing to employ any member of such a pension scheme).

(b) The Borrower shall ensure that no Loan Party is or has been at any time an employer (for the purposes of Sections38-51 of the UK Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the UK Pension Schemes Act 1993) or "connected" with or an "associate" of (as those terms are under in Sections 39 or 43 of the UK Pensions Act 2004) such an employer.

(c) The Borrower shall deliver to the Administrative Agent at such times as those reports are prepared in order to comply with the then current statutory or auditing requirements (as applicable either to the trustees of any relevant schemes or to the Borrower, actuarial reports in relation to all pension schemes mentioned in Section 6.19 (a).

(d) The Borrower shall promptly notify the Administrative Agent of any material change in the rate of contributions to any pension schemes mentioned in Section 6.19 (a) paid or recommended to be paid (whether by the scheme actuary or otherwise) or required (by law or otherwise).

SECTION 6.20. Notice of Defaults.

Promptly give written notice to the Administrative Agent of any default by a Loan Party under its Organizational Documents in any material respect, or the occurrence of any event which has not been remedied, cured or waived (i) that constitutes a Default or an Event of Default or (ii) that constitutes or that, with the passage of time or giving of notice, or both, would constitute a default or event of default by Borrower or any Subsidiary under any Material Contract (other than this Agreement) or judgment, decree

or order to which Borrower or any Subsidiary is a party or by which Borrower or any Subsidiary or any of their respective properties may be bound or which would require Borrower or any Subsidiary to make any payment thereunder in excess of $300,000 prior to the scheduled maturity date therefor.

SECTION 6.21. German Conditions Precedent.

(i) Satisfy each of the German Conditions Precedent within 30 days of the Closing Date, and (ii) use commercial best efforts to obtain such consents as may be necessary to prepay or cause to be prepaid the German Non-Prepayable Indebtedness and obtain the release and discharge of all Liens in respect thereof.

ARTICLE VII

Negative Covenants

Borrower covenants and agrees with each Lender, the Administrative Agent and the Operating Lender, until the Obligations are paid in full (other than contingent indemnity obligations) and, unless the Required Lenders shall otherwise consent in writing, it will not, and will not cause or permit any of the Guarantors to:

SECTION 7.01. Indebtedness. Create, incur, assume or permit to exist any Indebtedness, except, without duplication:

(a) the Indebtedness created hereunder and under the other Loan Documents;

(b) the Subordinated Loan;

(c) the Indebtedness existing on the Closing Date and listed on Schedule 4.23 and refinancings thereof;

(d) Capital Lease Obligations, and Obligations in respect of mortgage and purchase money financings, such that the sum of the Indebtedness thereby created, incurred or assumed (including such Indebtedness of NorthStar Cover-All, LLC) shall not exceed at any time outstanding $1,500,000;

(e) Subject to Section 7.21, Indebtedness created pursuant to any Swap Agreement that has been entered into (i) to hedge or mitigate risks to which a Loan Party has actual exposure (other than those in respect of Equity Interests) or (ii) to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of a Loan Party;

(f) intercompany loans and advances permitted by Section 7.05;

(g) Indebtedness of any Person acquired by a Loan Party in a Permitted Acquisition and assumed by such Loan Party pursuant to such acquisition (including any refinancing, renewal or replacement, in whole or in part, thereof at the time of assumption thereof or from time to time thereafter), provided that (i) such Indebtedness was not incurred in contemplation of such acquisition and (ii) the aggregate principal amount of such Indebtedness at any time outstanding shall not exceed $500,000;

(h) accounts payable (for the deferred purchase price of property or services) from time to time incurred in the ordinary course of business;

(i) Indebtedness with respect to surety bonds, appeal bonds or customs bonds required in the ordinary course of business or in connection with the enforcement of rights or claims of any Loan Party;

(j) Subordinated Debt;

(k) obligations arising with respect to customary indemnification obligations or purchase price adjustments in favour of purchasers in connection with Asset Sales permitted hereunder;

(l) Indebtedness consisting of deferred purchase price or notes issued to officers, directors and employees to purchase or redeem equity interests to the extent that such purchases or redemptions are otherwise permitted hereunder (or options or warrants or similar instruments) of a Loan Party;

(m) Indebtedness arising from agreements providing for indemnification, adjustment of purchase price or similar obligations, or from guarantees or letters of credit, securing the performance of such Borrower or Subsidiary pursuant to such agreements, in connection with Permitted Acquisitions permitted hereunder;

(n) obligations under incentive, non-compete, consulting, deferred compensation, or other similar arrangements incurred by it;

(o) Indebtedness incurred in connection with the financing of insurance premiums;

(p) Indebtedness in the ordinary course of business in respect of overdraft protections and otherwise in connection with deposit accounts;

(q) endorsement of instruments for deposit or collection in the ordinary course of business, and guarantees of guarantees incurred for the benefit of any other Loan Party if the primary obligation is permitted elsewhere in this Section 7.01;

(r) Indebtedness arising under German law in respect of elderly part-time employees (*Altersteilzeitgesetz*);

(s) German Secured Indebtedness existing only during the period beginning on the Closing Date and ending 30 days thereafter;

(t) German Non-Prepayable Indebtedness; and

(u) other Indebtedness of Borrower and the Subsidiaries incurred in the ordinary course of business, that does not exceed, in an aggregate amount at any time outstanding, $1,000,000.

SECTION 7.02. Liens.

(a) Create, incur, assume or permit to exist any Lien on any property or assets (including stock or other securities of any Person) now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except:

(i) Permitted Liens;

(ii) Liens created under the Loan Documents;

(iii) Liens existing as of the Closing Date and listed on Schedule 4.22, provided that (A) such Liens shall apply only to the property or assets to which they apply on the Closing Date and (B) such Liens shall secure only those obligations that they secure on the Closing Date;

(iv) Liens securing Indebtedness permitted by Section 7.01(d), provided that any such Lien shall apply only to the property that is the subject of such Indebtedness and, if applicable, the principal amount of Indebtedness secured by any such Lien shall at no time exceed 100% of the fair market value (as determined in good faith by Borrower or a Subsidiary, as applicable) of the respective property at the time it was so acquired plus taxes, transportation and installation costs;

(v) Liens securing Indebtedness constituting mortgage or purchase money financings, Capital Lease Obligations or similar financings assumed or incurred pursuant to Section 7.01(g) in connection with a Permitted Acquisition, provided that (A) such Liens attach only to property or assets acquired in connection with such acquisition, (B) such Liens were not created in contemplation of such acquisition and (C) such Liens shall secure only those obligations that they secure at the time of such acquisition and refinancings thereof permitted hereunder so long as the principal amount of obligations secured under this clause (v) is not increased;

(vi) Liens securing Indebtedness permitted under Section 7.01 except where such Indebtedness is stated therein to be unsecured;

(vii) extensions, renewals or replacements of any Lien referred to above, provided that such extension, renewal or replacement is limited to the Indebtedness and property originally secured and encumbered thereby; and

(viii) other Liens not listed above and not exceeding $500,000 at any time; provided that such Liens (other than purchase money financing and capital lease obligations) shall not rank prior to the Liens securing the Obligations.

(b) Enter into any agreement prohibiting the creation or assumption of any Lien upon properties or assets, whether now owned or hereafter acquired, except any such restriction that exists under (i) this Agreement, (ii) any documents governing secured Indebtedness permitted hereunder, provided that such restrictions only relate to the assets securing such Indebtedness, (iii) restrictions by reason of customary provisions contained in leases, licenses, governmental contracts and similar agreements entered into in the ordinary course of business, provided that such restrictions are limited to the property or assets subject to such leases, licenses, contracts or agreements), and (iv) any agreement with respect to a permitted sale or disposition of any assets, provided such restrictions are limited to the assets to be sold or disposed of.

SECTION 7.03. Financial Assistance.

Use any of the proceeds of any Loan under this Agreement or act in any way that infringes Section 151 of the Companies Act 1985 of the United Kingdom (as amended or otherwise re-enacted from time to time.

SECTION 7.04. Sale/Leaseback Transactions. Enter into any Sale/Leaseback Transaction.

SECTION 7.05. Investments, Loans and Advances. Have outstanding or make any loan or advance to, or have or make any Investment in, any other Person or suffer to exist any such loan, advance or Investment, or any obligation to make such loan, advance or Investment, except Permitted Investments; provided however, that a Loan Party may acquire all of the Equity Interests in the capital of a Person, or the Equipment and assets of a Business Unit (each such acquisition, a "Permitted Acquisition") if each of the following conditions is satisfied (unless waived by the Required Lenders):

(a) Borrower is in compliance, on a pro forma basis after giving effect to such Permitted Acquisition, with the covenants contained in Sections 7.14, 7.15 and 7.16 recomputed as of the last day of the most recently ended Fiscal Quarter of Borrower as if such Permitted Acquisition had occurred on the first day of each relevant period for testing such compliance;

(b) no Default or Event of Default then exists (both before and after giving effect to such Permitted Acquisition);

(c) the aggregate cash purchase price for all Permitted Acquisitions from and after the Closing Date will not exceed $5,000,000 plus the amount of capital contributions the proceeds of which are used toward the purchase price for such Permitted Acquisitions (including any earnout payments, the value of which is determined in good faith by the board of directors of Borrower, or deferred purchase price payments);

(d) after giving effect to the Permitted Acquisition of the Business Unit to be acquired, Borrower will be in compliance with Section 7.10;

(e) if the Permitted Acquisition will be structured as a merger, amalgamation or other reorganization, the Loan Party that is the acquiror will be the surviving or continuing entity;

(f) the Permitted Acquisition has been approved by the board of directors or the requisite partnership vote of each of the subject Persons;

(g) each Business Unit acquired in a Permitted Acquisition shall have its primary operations in Canada, the United States, England or Germany;

(h) Borrower shall provide written notice of a Permitted Acquisition to the Administrative Agent and the Lenders at least 15 days prior to the consummation of such Permitted Acquisition, and all material documentation governing such Permitted Acquisition shall be delivered to the Administrative Agent in advance of the consummation of such Permitted Acquisition;

(i) Borrower shall have taken all actions set forth in, and fully complied with, Section 6.10 on or prior to the consummation of such Permitted Acquisition with respect to such Person or Business Unit so acquired; and

(j) Borrower shall, if requested by the Agent or the Required Lenders acting reasonably, have delivered to the Administrative Agent and the Lenders environmental reports with respect to any owned real property to be acquired in such Permitted Acquisition, reasonably satisfactory in scope and substance to the Administrative Agent and the Required Lenders.

SECTION 7.06. Mergers, Consolidations, Amalgamations and Acquisitions. Merge, consolidate, form a joint venture or partnership with, or wind up into or amalgamate with any other person; provided, the foregoing shall not prohibit (i) the merger, consolidation or wind up into or amalgamation of (A) Borrower with any Subsidiary (provided that Borrower shall survive, or continue after, any such

merger, consolidation, wind up or amalgamation) or (B) a Subsidiary with any other Subsidiary, and (ii) the merger of a Business Unit with and into a Loan Party pursuant to a Permitted Acquisition.

SECTION 7.07. Sales of Assets. Consummate any Asset Sale; provided, the foregoing shall not prohibit (a) Asset Sales the aggregate proceeds of which do not exceed $5,000,000 in any Fiscal Year (the proceeds of such Asset Sales also being subject to mandatory prepayment as set out in Section 2.12(c)), (b) sales of inventory in the ordinary course of business on customary trade terms, (c) sales of Equipment which has become worn out, damaged or otherwise unsuitable for its intended purpose, (d) the lease of any assets by Borrower or any of the Subsidiaries to any other Subsidiary or to Borrower, (e) granting of discounts or forgiveness of account receivables in the ordinary course of business or in connection with collection or compromise thereof, (f) the sale or other disposition of Permitted Investments, (g) making of Investments permitted hereunder, and (h) making of Restricted Payments permitted hereunder.

SECTION 7.08. Restricted Payments.

(a) Declare or make, directly or indirectly, any Restricted Payment or set aside any amount for any such purpose.

(b) Notwithstanding the provisions of paragraph (a) above:

(i) the Subsidiaries may pay dividends or make other distributions to Borrower and other Subsidiaries (and in the case on NorthStar Cover-All, LLC and Cover-All Deutschland GmbH, may on a *pro rata* basis pay dividends or make other distributions to minority holders of Equity Interests in them);

(ii) so long as no Default or Event of Default exists or would result therefrom, the Loan Parties may pay management fees not exceeding an aggregate of $600,000 in each Fiscal Year or $150,000 in any Fiscal Quarter, such management fees to be paid no more frequently than once each Fiscal Quarter; provided that the existence of a Default or an Event of Default shall not restrict the Loan Parties from paying in the ordinary course of business expense reimbursements and indemnities in connection with management fees;

(iii) the Loan Parties may make payments to Borrower and/or Holdco and Holdco may make payments to Cover-All Holdings S.a.r.l. to permit Borrower and/or Holdco and/or Cover-All Holdings S.a.r.l. to (A) pay federal, provincial and other taxes then due and owing and franchise and similar licensing expenses incurred in the ordinary course of business in connection with the Loan Parties, (B) reimburse Borrower and/or Holdco for audit fees and related expenses as well as maintenance fees, and (C) make payments required under the Purchase Agreement;

(iv) the Loan Parties may make payments in cash or upon notes issued to former employees, officers or directors of a Loan Party in connection with the redemption or repurchase of equity interests from such former employees, officers or directors upon termination of employment with a Loan Party or their death or disability, not to exceed $500,000 in any Fiscal Year or $2,000,000 during the term of this Agreement; and

(v) the Loan Parties may make deferred payments of fees to Audax (that would otherwise be due on the Closing Date in connection with the Transactions) on or before the end of the Borrower's 2008 Fiscal Year, in an aggregate amount not to exceed $1,282,500.

SECTION 7.09. Transactions with Affiliates. Effect any transaction with any Affiliate (other than with Borrower or a Loan Party) on a basis less favourable to Borrower or to such Loan Party than would be the

case if such transaction had been effected with a Person not an Affiliate, provided the foregoing shall not prohibit:

(a) compensation, expense reimbursement and indemnities paid to directors of the Loan Parties in the ordinary course of business;

(b) stock option and compensation plans of the Loan Parties established in the ordinary course of business;

(c) employment contracts with officers and management of the Loan Parties established in the ordinary course of business;

(d) transactions among the Loan Parties expressly permitted herein;

(e) reimbursement of *bona fide* expenses incurred by Audax for the sole benefit of the Loan Parties in the ordinary course of business, such expenses not to exceed what would reasonably be incurred on an arm's length basis; and

(f) transactions described on Schedule 7.05 and agreed to by the Administrative Agent in its Permitted Discretion

SECTION 7.10. Business. Engage at any time in any business other than the businesses engaged in by Borrower or any Subsidiary on the Closing Date and businesses that are reasonably similar or reasonably related thereto, or are reasonable extensions thereof.

SECTION 7.11. Limitation on Dispositions of Stock of Subsidiaries. Directly or indirectly sell or otherwise dispose of, or permit Borrower or any Subsidiary to issue to any other Person (other than to Borrower or any Subsidiary), any shares of capital stock or other Equity Interests of Borrower or any Subsidiary, other than, in the case of Cover-All Deutschland GmbH, as required under the option right described in Schedule 4.08.

SECTION 7.12. Restrictions on Ability of Subsidiaries to Pay Dividends. Permit any Subsidiary to, directly or indirectly, voluntarily create or otherwise voluntarily cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Subsidiary to (a) pay dividends or make any other distributions on its capital stock or any other Equity Interest or (b) make or repay loans or advances to any Loan Party, except for encumbrances or restrictions under this Agreement and the other Loan Documents or under applicable law, or the restrictions contained in Section 10 of the amended articles of association of Cover-All Deutschland GmbH (which as of the Closing Date have been filed for registration but not yet registered with the commercial register) and any agreement with respect to dividends or other distributions entered into with the minority shareholder of Cover-All Deutschland GmbH prior to the Closing Date.

SECTION 7.13. Capital Expenditures. Incur Capital Expenditures in any Fiscal Year in an aggregate amount in excess of $1,000,000. Notwithstanding the preceding sentence, to the extent that the aggregate amount of Capital Expenditures made by the Loan Parties during any Fiscal Year is less than $1,000,000, 50% the amount of such difference (as used in this Section, the "**Rollover Amount**") may be carried forward and used to make Capital Expenditures during the succeeding Fiscal Year (with the amount of Capital Expenditures made in such succeeding Fiscal Year being applied first to the Rollover Amount).

SECTION 7.14. Total Leverage Ratio. Permit the Total Leverage Ratio during any Fiscal Quarter to exceed the amount set out next to that Fiscal Quarter in Schedule 7.14.

SECTION 7.15. Senior Leverage Ratio. Permit the Senior Leverage Ratio during any Fiscal Quarter to exceed the amount set out next to that Fiscal Quarter in Schedule 7.15.

SECTION 7.16. Fixed Charge Coverage Ratio. Permit the Fixed Charge Coverage Ratio any times during the last four quarters most recently ended to be less than 1.10 to 1.00.

SECTION 7.17. Fiscal Year. Cause the Fiscal Year of Borrower or any Subsidiary to end on a date other than the last day of Period 13 of such Fiscal Year.

SECTION 7.18. Amendments of Organizational Documents and Other Agreements.

(a) Cause or suffer to exist any amendment, restatement, supplement or other modification to the Organizational Documents of Borrower, any Subsidiary or any other Loan Party without the prior written consent of the Required Lenders, unless such amendment, restatement, supplement or modification is not adverse to the interests of the Lenders hereunder or under the other Loan Documents or, in the case of Cover-All Deutschland GmbH, is contemplated as part of the satisfaction hereunder of the German Conditions Precedent.

(b) Amend in any way (i) the interest rate, principal amount or schedule of payments of principal and interest with respect to the Subordinated Loan (except as explicitly permitted by any agreement governing such Subordinated Loan or the Intercreditor Agreement between the Borrower, the Administrative Agent hereunder, and the administrative agent in respect of the Subordinated Loan), (ii) the Purchase Agreement in any manner adverse to the Lenders or (iii) the maturity date, interest rate, principal amount or schedule of payments of principal and interest with respect to German Secured Indebtedness or the German Non-Prepayable Indebtedness.

SECTION 7.19. Deferred Purchase Price. Make any payments (other than payments solely in the form of Holdco capital stock or options to purchase Holdco capital stock and other than payments made in connection with working capital adjustments or indemnification obligations) in respect of deferred purchase price, earn-outs or other payments to former owners of an acquired Business Unit or Investment after the closing date of a Permitted Acquisition unless (i) no Default or Event of Default has occurred and is continuing and no Default or Event of Default would result therefrom and (ii) Borrower would have been in pro forma compliance with the financial covenants set forth in Sections 7.14 and 7.16 had such payment been made on the last day of the immediately preceding Fiscal Quarter.

SECTION 7.20. Limitation on Creation of Subsidiaries. Not establish, create, acquire or suffer to exist any Subsidiary, except that any Borrower or any Subsidiary may establish or create one or more wholly-owned Subsidiaries (or such non wholly-owned Subsidiaries as the Required Lenders may permit in their sole discretion) and transfer assets to such newly established or created Subsidiaries so long as (i) the creation, establishment, acquisition, or existence of any such new Subsidiary is in compliance with Section 7.05 (with the transfer of any assets constituting an Investment under Section 7.05), (ii) 100% (or such lesser amount as the Required Lenders permit in their sole discretion) of the Equity Interests of such Subsidiary is upon the creation, establishment or acquisition of any such new Subsidiary pledged and delivered to the Administrative Agent for the benefit of the Lenders under the Pledge Agreement, and (iii) upon the creation, establishment or acquisition of any such new Subsidiary, such Subsidiary executes the documents required to be executed by it in accordance with Section 6.10.

SECTION 7.21. Swap Liability

Not allow net obligations of the Loan Parties in respect of Swap Agreements (such net obligations to be equal at any time to the termination value of such Agreements or other arrangements that would be

payable by or to the Loan Parties at such time) to exceed $4,000,000 at any time, excluding net obligations in respect of Swap Agreements required to be entered into pursuant to Section 6.18.

SECTION 7.22. Advances to Cover-All Deutschland GmbH

Not make or allow any other Loan Party to make any loans, advances or other payments to Cover-All Deutschland GmbH prior to the satisfaction in full of the German Conditions Precedent.

ARTICLE VIII

Events of Default

SECTION 8.01. Events of Default

In case of the happening of any of the following events (each, an "Event of Default"):

(a) any representation or warranty made or deemed made in any Loan Document, or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument furnished pursuant to any Loan Document, shall prove to have been false or misleading in any material respect when so made, deemed made or furnished;

(b) default shall be made in the payment of any mandatory prepayment of any Loan when and as the same shall become due and payable, and such default shall continue unremedied for a period of five (5) Business Days;

(c) default shall be made in the payment of any principal of any Loan or LC Disbursement (other than payment of principal described in paragraph (b)) when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

(d) default shall be made in the payment of any interest on any Loan or any Fee or any other amount (other than an amount referred to in paragraphs (b) and (c)) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of five (5) Business Days;

(e) default shall be made in the due observance or performance by any Loan Party of (i) any covenant, condition or agreement contained in Section 6.03,Section 6.06, 6.10, 6.11, 6.12 or 6.14 and such default shall continue unremedied for a period of ten (10) Business Days, or (ii) any covenant, condition or agreement contained Article VI (other than those defaults specified in clause (i) above) or VII;

(f) default shall be made in the due observance or performance by any Loan Party or any of their respective Subsidiaries of any covenant, condition or agreement contained in any Loan Document (other than those defaults specified in paragraph (b), (c), (d) or (e) above) and such default shall continue unremedied for a period of thirty (30) days after written notice thereof from the Administrative Agent or any Lender to Borrower;

(g) Borrower or any Subsidiary shall (i) fail to pay any principal or interest, regardless of amount, due in respect of any Indebtedness (excluding the Obligations) in a principal amount in excess of $500,000, when and as the same shall become due and payable (after giving effect to any

applicable grace period), or (ii) fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any such Indebtedness (after giving effect to any applicable grace period), if the effect of any failure referred to in this clause (ii) is to cause, or to permit the holder or holders of such Indebtedness in a principal amount in excess of $500,000 or a trustee on its or their behalf to cause, such Indebtedness to become due prior to its stated maturity;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of Borrower, any Subsidiary or any other Loan Party, or of a substantial part of the property or assets of any such Person, under any Insolvency Law, (ii) the appointment of a receiver, interim receiver, receiver and manager, trustee, custodian, sequestrator, conservator or similar official for any such Person or for a substantial part of the property or assets of any such Person or (iii) the winding-up or liquidation of any such Person; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) Borrower, any Subsidiary or any other Loan Party shall (i) voluntarily commence any proceeding or file any petition seeking relief under any Insolvency Law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in paragraph (h) above, (iii) apply for or consent to the appointment of a receiver, interim receiver, receiver and manager, trustee, custodian, sequestrator, conservator or similar official for any such Person or for a substantial part of the property or assets of any such Person, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take any action for the purpose of effecting any of the foregoing;

(j) one or more judgments for the payment of money, individually or in the aggregate, in an amount in excess of $500,000 (excluding any amounts covered by insurance or an indemnification in favour of a Loan Party), shall be rendered against Borrower, any Subsidiary or any other Loan Party or any combination thereof and the same shall remain undischarged for a period of 30 days during which execution shall not be effectively stayed, vacated, discharged or satisfied;

(k) a Pension Plan Event shall have occurred that, when taken together with all other Pension Plan Events that have occurred, could reasonably be expected to result in liability of Borrower and the other Loan Parties in an aggregate amount exceeding $500,000;

(l) there shall have occurred a Change in Control;

(m) any Lien purported to be created by any Security Document shall cease to be, or shall be asserted by any Loan Party not to be, a valid, perfected first priority Lien on any material portion of Collateral (except as otherwise expressly provided in this Agreement or such Security Document);

(n) any material Loan Document shall not be for any reason, or shall be asserted by any Loan Party (except as otherwise expressly provided in this Agreement or such Loan Document) not to be, in full force and effect and enforceable in all material respects in accordance with its terms (except as otherwise expressly provided in this Agreement or such Loan Document);

(o) any Guarantor seeks, or gives notice to the Administrative Agent of its intention, to terminate or limit its liability under its Guarantee with respect to present or future Obligations of Borrower;

(p) Holdco or any of the Subsidiaries shall default in the payment when due or in the performance or observance of any material obligation or condition of any agreement, contract or lease (other than the Security Documents or any such agreement, contract or lease relating to Indebtedness), if the exercise of remedies thereunder by the other party to such agreement could reasonably be expected to have a Material Adverse Effect;

(q) warrants or writs of attachment or execution or similar process which exceed $500,000 (excluding any amounts covered by insurance or an indemnification in favour of a Loan Party) in aggregate value shall be issued against any property of Holdco or any of its Subsidiaries and such warrant or process shall continue undischarged or unstayed for 30 days; or

(r) there occurs any act, omission, event, undertaking or circumstance or series of acts, omissions, events, undertakings or circumstances which have or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

then, and in every such event (other than an event with respect to Borrower or any other Loan Party described in paragraph (h) or (i) above), and at any time thereafter during the continuance of such event, the Administrative Agent at the request of the Required Lenders, shall, by notice to Borrower, take any of or all the following actions, at the same or different times: (i) terminate forthwith the Commitments, (ii) declare the Loans then outstanding to be forthwith due and payable, in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Loan Parties accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by each Loan Party, anything contained herein or in any other Loan Document to the contrary notwithstanding, and (iii) exercise any remedies available under any Loan Document or otherwise (and for greater certainty, proceeds of realization by the Administrative Agent on the real and property charged by the Security Documents shall be applied as provided in the Intercreditor Agreement); and in any event with respect to Borrower or any other Loan Party described in paragraph (h) or (i) above, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Loan Parties accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by each Loan Party, anything contained herein or in any other Loan Document to the contrary notwithstanding.

ARTICLE IX

Administrative Agent

SECTION 9.01. Appointment of Administrative Agent. Each of the Lenders and the Operating Lenders hereby irrevocably designate and appoint CIBC as the agent (and as security trustee under the Security Agreements governed by English law or German law) of such Lender and Operating Lender under this Agreement and the other Loan Documents, and each such Lender and Operating Lender irrevocably authorizes the Administrative Agent, as the agent for such Lender and Operating Lender, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to Administrative Agent by the terms of this Agreement and such other Loan Documents, including to make determinations as to the eligibility of Accounts, together with such other powers as are reasonably incidental thereto. For this purpose the Administrative Agent shall be released from any restriction of self-dealing and double representation under any applicable law. Notwithstanding any provision to the contrary elsewhere in this Agreement or

such other Loan Documents, Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein and therein, or any fiduciary relationship with any Lender or Operating Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or the other Loan Documents or otherwise exist against the Administrative Agent.

SECTION 9.02. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care. The Administrative Agent shall be released, to the extent applicable, from any restrictions arising under Section 181 of the German Civil Code (i.e. self-dealing restrictions).

SECTION 9.03. Exculpatory Provisions. Neither the Administrative Agent nor any of its respective trustees, officers, directors, employees, agents, attorneys-in-fact or Affiliates shall (a) be liable to any Lender (or any Lender's participants) or Operating Lender for any action lawfully taken or omitted to be taken by them or such Person under or in connection with this Agreement or the other Loan Documents (except for its or such Person's own gross negligence or wilful misconduct), (b) be responsible in any manner to any Lender (or any Lender's participants) or Operating Lender for any recitals, statements, representations or warranties made by Borrower or any of the Subsidiaries or any officer thereof contained in this Agreement or the other Loan Documents or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or the other Loan Documents, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or the other Loan Documents or for any failure a Loan Party to perform its obligations hereunder or thereunder, or (c) have any obligation whatsoever to any of the Lenders to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered, or that the Administrative Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Administrative Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Administrative Agent may act in any manner it may deem appropriate, in its sole discretion, given the Administrative Agent's own interest in the Collateral in its capacity as one of the Lenders and that the Administrative Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement, or to inspect the properties, books or records of Borrower or any of the Subsidiaries.

SECTION 9.04. Reliance by the Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any Note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to Borrower or any of the Subsidiaries), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless such Note shall have been transferred in accordance with Section 10.04. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement and the other Loan Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to

take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the Notes in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Notes.

SECTION 9.05. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received notice from a Lender or Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall promptly give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) continue making Revolving Loans to Borrower on behalf of the Lenders in reliance on the provisions of Section 2.02 and take such other action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

SECTION 9.06. Non-Reliance on Agent and Other Lenders. Each Lender and Operating Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereinafter taken, including any review of the affairs of Borrower and the Subsidiaries, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender and Operating Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of Borrower and the Subsidiaries and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender and Operating Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender or Operating Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of Borrower and the Subsidiaries. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder or by the other Loan Documents, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, financial and other condition or creditworthiness of Borrower and the Subsidiaries which may come into the possession of the Administrative Agent, or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

SECTION 9.07. Indemnification. The Lenders and Operating Lenders agree to indemnify the Administrative Agent in its capacity as such (to the extent not reimbursed by Borrower and without limiting the obligation of Borrower to do so), in proportion to each Lender's pro rata share (based on its Commitments hereunder (provided that (i) in the case of Term Loans or (ii) in the event that such Commitments shall have expired or been terminated, such pro rata share shall be based on the respective principal amounts of the outstanding Loans (other than Operating Loans)), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including at any time following the payment of the Notes) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or the other Loan Documents, or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any

action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided that no Lender or Operating Lender shall be liable to the Administrative Agent hereunder for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Administrative Agent's gross negligence or willful misconduct or resulting solely from transactions or occurrences that occur at a time after such Lender has assigned all of its interests, rights and obligations under this Agreement pursuant to Section 10.04 or, in the case of a Lender to which an assignment is made hereunder pursuant to Section 10.04, at a time before such assignment. The agreements in this subsection shall survive the payment of the Notes, the Obligations and all other amounts payable hereunder and the termination of this Agreement.

SECTION 9.08. Administrative Agent in Its Individual Capacity. The Administrative Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Loan Parties as if the Administrative Agent were not the Administrative Agent hereunder. With respect to its Commitments, the Loans made or renewed by it and any Note issued to it and any Letter of Credit, the Administrative Agent shall have and may exercise the same rights and powers under this Agreement and the other Loan Documents and is subject to the same obligations and liabilities as and to the extent set forth herein and in the other Loan Documents for any other Lender or Operating Lender. The terms "Lenders" or "Required Lenders" or any other term shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity as a Lender or one of the Required Lenders.

SECTION 9.09. Successor Administrative Agent. Subject to the appointment and acceptance of a successor Administrative Agent as provided below, the Administrative Agent may resign at any time by notifying the Lenders, the Operating Lenders and Borrower. Upon any such resignation, the Required Lenders shall have the right to appoint a Lender as the successor, which successor agent shall, unless a Default or Event of Default shall have occurred and be continuing, be subject to approval by Borrower (not to be unreasonably withheld or delayed); provided that any successor Administrative Agent shall not be a non-resident of Canada or shall be deemed to be resident in Canada for the purposes of Part XIII of the ITA. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Operating Lenders, appoint a successor Administrative Agent, which shall not be a non-resident of Canada or shall be deemed to be resident in Canada for the purposes of Part XIII of the ITA. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. After the Administrative Agent's resignation hereunder, the provisions of this Article IX and Section 10.05 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent.

SECTION 9.10. Notices from Administrative Agent to Lenders. The Administrative Agent shall promptly, upon the written request from any Lender, forward to Lender copies of any written notices, reports or other information supplied to it by Borrower (but which Borrower is not required to supply directly to the Lenders). All notices and other communications to the Lenders hereunder may be delivered or furnished in accordance with Section 10.01, or by electronic communication (including email and internet or intranet websites) pursuant to procedures approved by the Administrative Agent.

SECTION 9.11. Field Examination Reports; Disclaimer by Lenders. Each Lender: (a) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after it becomes available, a copy of each field examination report (each a "Report" and collectively, "Reports") prepared by the Administrative Agent or its agents; (b) expressly agrees and acknowledges that the Administrative Agent makes no representation or warranty as to the accuracy of any Report or shall be liable for any

information contained in any Report; (c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Administrative Agent or other party performing any audit or examination will inspect only specific information regarding Borrower and will rely significantly upon Borrower's books and records, as well as on representations of Borrower's personnel; (d) agrees to keep all Reports confidential in accordance with its standard operating procedures and strictly for its internal use, and not to distribute (except to its Affiliates, directors, officers, employees, attorneys, agents, participants, assignees or its prospective participants or assignees) or use any Report in any other manner (except to the extent that disclosure or distribution is made pursuant to law, rule, regulation or legal or other process); and (e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees (i) to hold the Administrative Agent harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Loans or other credit accommodations that the indemnifying Lender has made or may make to Borrower, or the indemnifying Lender's participation in Letters of Credit, and (ii) to pay and protect, and indemnify, defend and hold the Administrative Agent harmless from and against, the claims, actions, proceedings, damages, costs, expenses and other amounts (including reasonable attorneys' fees) incurred by the Administrative Agent as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

ARTICLE X

Miscellaneous

SECTION 10.01. Notices. Except as otherwise expressly permitted herein, notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed or sent by fax, as follows:

(a) if to Borrower, to it at 3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4 Attention: Nathan Stobbe &Todd Payne (Fax No. (306) 657-2751);

(b) if to CIBC, as Lender or Administrative Agent, to it at CIBC, BCE Place – 161 Bay Street, 8th Floor, Toronto, Ontario, M1J 2S8, Syndication Agency, Attention: Marina Tellis (Fax No. (416) 956-3830), with a copy to CIBC, 400 Burrard Street, 7th Floor, Vancouver, B.C. V6C 3A6, Attention: Robert Stevens (Fax No. (604) 665-1144);

(c) if to CIBC, as Operating Lender, to it at CIBC, Credit Processing Services, CMA Group, 595 Bay Street, 5th Floor, Toronto, Ontario, M5G 2C2 (Fax No. (416) 980-7611), with a copy to CIBC, as Administrative Agent, at the address set out in (b) above; and

(d) if to any other Lender, at its address (or fax number) set forth in its Administrative Questionnaire.

Any party hereto may change its address or fax number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by fax, or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 10.01. The Administrative Agent shall deliver to Borrower a copy of each Administrative Questionnaire received by it.

SECTION 10.02. Survival of Agreement. All covenants, agreements, representations and warranties made by Borrower herein and by the Loan Parties in the other Loan Documents and in the certificates or

other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders, the Agents and the Operating Lenders and shall survive the making by the Lenders of the Loans and the issuance of Letters of Credit by the Operating Lenders, regardless of any investigation made by, or on behalf of, the Lenders or the Operating Lenders, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any Fee or any other amount payable under this Agreement or any other Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not been terminated. The provisions of Sections 2.13, 2.14, 2.18 and 10.05,Section 10.15 and Article IX shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 10.03. Counterparts; Binding Effect. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the Loan Parties, the Operating Lender and the Lenders and their respective successors and assigns, except that none of the Loan Parties shall have the right to assign its rights or duties hereunder or any interest herein without the prior consent of all the Lenders, and any attempted assignment by any such Person shall be void (it being understood that a merger of a Loan Party with and into any other Person in which the other Person is the surviving entity shall not be considered an assignment of such Loan Party's duties hereunder and would instead be subject to the restrictions of Section 7.06).

SECTION 10.04. Successors and Assigns.

(a) Subject to Section 10.03, whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of the Loan Parties, the Operating Lender or the Lenders that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

(b) Each Lender may assign to one or more assignees (each of which must be a resident of Canada or deemed to be a resident of Canada for purposes of Subsection 212(13.3) of the ITA) (treating any Approved Funds that are administered or managed by the same Person or an Affiliate of such Person as a single assignee) all or a portion of its interests, rights and/or obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it); provided, however, that: (i) except in the case of an assignment to a Lender, an Affiliate of the assigning Lender or an Approved Fund (unless the Lender, Affiliate or Approved Fund is not then a Revolving Lender, the Operating Lender or a Term Lender, as applicable), each of the Administrative Agent and the Borrower, at any time after the earlier of (A) the date upon which the Administrative Agent reasonably determines that the primary syndication of the Term Loans has been completed (it being understood that the Administrative Agent will promptly notify Borrower of the occurrence of such date) and (B) 60 days after the Closing Date, must give its prior written consent to such assignment (which consent shall not be unreasonably withheld or delayed, it being understood that such consent shall be deemed to have been reasonably withheld if such assignment would subject Borrower to additional costs or liabilities under Sections 2.13, 2.14, 2.18 or 10.05); provided that prior to the earlier of (A) and (B) above, the Administrative Agent shall consult with the Borrower prior to any such assignment; and further provided, that the consent of Borrower shall not be required if a Default or Event of Default has occurred and is

continuing on the date of the Assignment and Acceptance, (ii) except in the case of an assignment to a Lender, an Affiliate of the assigning Lender or an Approved Fund, or in the case of an assignment of an amount equal to the remaining balance of such Lender's Commitments and Loans of the relevant Class, the amount of the Commitments and Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 (in the case of an assignment of Revolving Loans, Revolving Commitments or Term Loans), unless each of Borrower and the Administrative Agent otherwise consents, and (iii) the parties to each such assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, and a processing and recordation fee of $3,500; provided further that, notwithstanding the foregoing, the sale or assignment by any assignor (which acquired an interest in the Commitments and Loans of any Class in an amount less than $1,000,000 pursuant to an exception to clause (ii) of the immediately preceding proviso) to any Person that is not a Lender or an Affiliate of such assignor or an Approved Fund shall be subject to the minimum assignment requirement set forth in the immediately preceding proviso if all the Affiliates of such Lender hold Commitments and Loans of the relevant Class in the amount of $1,000,000 or more in the aggregate. Upon acceptance and recording pursuant to paragraph (d) below, from and after the effective date specified in each Assignment and Acceptance, (i) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, shall have the rights and obligations of a Lender under this Agreement and the other Loan Documents and (ii) the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto, but shall continue to be entitled to the benefits of Sections 2.13, 2.14, 2.18 and 10.05, as well as to any Fees accrued for its account and not yet paid).

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (i) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby, free and clear of any adverse claim; (ii) except as set forth in clause (i) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Loan Parties or the performance or observance by the Loan Parties of any of their obligations under this Agreement or under any other Loan Document or any other instrument or document furnished pursuant hereto; (iii) such assignee represents and warrants that it is legally authorized to enter into such Assignment and Acceptance; (iv) such assignee confirms that it has received a copy of this Agreement, together with copies of any amendments or consents entered into prior to the date of such Assignment and Acceptance and copies of the most recent financial statements delivered pursuant to Section 6.04 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (v) such assignee will independently and without reliance upon any Operating Lender, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (vi) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof and of the other Loan Documents, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in

accordance with their terms all the obligations that by the terms of this Agreement are required to be performed by it as a Lender.

(d) The Administrative Agent, acting for this purpose as agent of Borrower, shall maintain at one of its offices in Toronto a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive in the absence of manifest error and Borrower, the Operating Lender and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by Borrower, the Operating Lender and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, together with an Administrative Questionnaire completed in respect of the assignee (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) above and the written consent to such assignment of any Person whose consent is required pursuant to paragraph (b) above, the Administrative Agent shall (i) accept such Assignment and Acceptance and (ii) record the information contained therein in the Register. No assignment shall be effective unless it has been recorded in the Register as provided in this paragraph (e).

(f) Each Lender may, without the consent of Borrower, the Administrative Agent, the Operating Lender or the Operating Lender, sell participations to one or more banks or other entities in all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided, however, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participating banks or other entities shall be entitled to the benefit of the cost protection provisions contained in Sections 2.13, 2.14, 2.18 and 10.05 to the same extent as if they were Lenders, provided that Borrower shall not be required to reimburse the participating banks or other entities pursuant to Sections 2.13, 2.14, 2.18 or 10.05 in an amount in excess of the amount that would have been payable thereunder to such Lender had such Lender not sold such participation, and (iv) Borrower, the Administrative Agent, the Operating Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, and such Lender shall retain the sole right to enforce the obligations of the Loan Parties under the Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement (provided that the participating bank or other entity may be provided with the right to approve amendments, modifications or waivers affecting it that (v) decrease any Fees payable hereunder, (w) decrease the amount of principal of, or the rate at which interest is payable on, the Loans, (x) extend any scheduled principal payment date or date for the scheduled payment of interest on the Loans, (y) increase the amount of or extend the termination date of the Commitments or (z) release a Guarantor from its guarantee under the Guarantee Agreement (except as expressly contemplated by any Loan Document) or all or substantially all of the Collateral from the Liens created under the Security Documents (except as expressly contemplated by any Loan Document).

(g) Notwithstanding the limitations set forth in paragraph (b) above, (i) any Lender may at any time assign all or any portion of its rights under this Agreement to a Federal Reserve Bank without the prior written consent of Borrower (unless such assignment would subject Borrower to additional

costs or liabilities under Sections 2.13, 2.14, 2.18 or 10.05), the Administrative Agent, the Operating Lender or the Operating Lender, (ii) any Lender which is a fund may pledge all or any portion of its rights under this Agreement to its trustee or other creditor in support of its obligations to its trustee or other creditor without the prior written consent of Borrower, the Administrative Agent, the Operating Lender or the Operating Lender and (iii) any Lender may at any time assign or pledge all or any portion of its rights under this Agreement to direct or indirect contractual counterparties in Swap Agreements related to the Loans, provided that no such assignment pursuant to clause (i), (ii) or (iii) shall release a Lender from any of its obligations hereunder or substitute any such Bank or trustee for such Lender as a party hereto.

(h) Except as provided in Article III, neither the Operating Lender nor the Operating Lender may assign or delegate any of its respective rights and duties hereunder without the prior written consent of Borrower and the Administrative Agent.

SECTION 10.05. Expenses; Indemnity.

(a) Borrower agrees to pay all reasonable out-of-pocket expenses incurred by the Administrative Agent and the Operating Lender in connection with the preparation, execution and delivery of this Agreement and the other Loan Documents (including all costs relating to due diligence) or in connection with any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions hereby contemplated shall be consummated) or incurred by the Administrative Agent, the Operating Lender or any Lender in connection with the enforcement or protection of their rights in connection with this Agreement and the other Loan Documents or in connection with the Loans made or the Letters of Credit issued hereunder, including the reasonable fees, disbursements and other charges of Lenders' Counsel, and, in connection with any such enforcement or protection, the reasonable fees, disbursements and other charges of any other counsel for the Administrative Agent, the Operating Lender or any Lender. The Borrower further agree to indemnify the Administrative Agent, the Operating Lender and the Lenders from, and hold them harmless against, any documentary taxes, assessments or similar charges made by any Governmental Authority by reason of the execution and delivery of this Agreement or any of the other Loan Documents.

(b) Borrower agrees to indemnify the Lead Arranger, the Administrative Agent, the Operating Lender and each Lender and each of their respective directors, officers, employees, trustees, advisors and agents (each such person being called an "Indemnitee") against, and to hold each Indemnitee harmless from, any and all out of pocket losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, disbursements and other charges, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the Transactions and the other transactions contemplated hereby or thereby, (ii) the use of the Letters of Credit or the proceeds of the Loans, (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto or (iv) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by Borrower or any of the Subsidiaries or any of their respective predecessors or any liability under any Environmental Law related in any way to Borrower or any of the Subsidiaries, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses have resulted from the gross negligence or wilful misconduct of such Indemnitee or its directors, officers, employees, trustees, advisors or

agents, (ii) a dispute among Indemnitees, or (iii) a breach by such Indemnitee of a contractual obligation owed to a Loan Party.

(c) The provisions of this Section 10.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent, the Operating Lender or any Lender. All amounts due under this Section 10.05 shall be payable promptly after written demand therefor.

SECTION 10.06. Right of Setoff. Each Lender is hereby authorized, in addition to any other right or remedy that any Lender may have by operation of law or otherwise, at any time and from time to time upon any amount becoming due and payable by any Loan Party under any Loan Document, after the expiration of any grace period with respect thereto, to exercise, without advance notice to Borrower (any such notice being expressly waived by each such Person), its banker's lien or right of combination of accounts or right of setoff and apply any and all deposits (general or special, time or demand, provisional or final, but excluding any tax withholding, payroll or trust accounts) at any time held and other Indebtedness at any time owing by such Lender to or for the credit or the account of any Loan Party against such due and payable amount. Each Lender agrees to promptly notify Borrower and the Administrative Agent after any such setoff and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 10.07. Applicable Law. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ALBERTA (excluding those Loan Documents which by their terms are governed by the laws of another jurisdiction) BUT EXCLUDING ALL CHOICE OF LAW AND CONFLICTS OF LAWS RULES THEREOF.**

SECTION 10.08. Waivers; Amendment.

(a) No failure or delay on the part of the Administrative Agent, any Operating Lender or any Lender in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuation of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Operating Lenders and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Loan Parties therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Loan Parties in any case shall entitle the Loan Parties to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement or any of the other Loan Documents nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Borrower and the Required Lenders and (ii) in the case of any other Loan Document, pursuant to an agreement or agreements entered into by the parties to such Loan Document, in each case, except as set forth in the final sentence of this paragraph (b), with the consent of the Required Lenders; provided, however, that no such agreement shall (i) decrease the principal amount of, or extend the maturity of or any scheduled

principal payment date or date for the scheduled payment of any interest on any Loan or any date for reimbursement of an LC Disbursement, or waive or excuse any such payment or any part thereof, or decrease the rate of interest on any Loan or LC Disbursement, without the prior written consent of each Lender affected thereby, (ii) increase the amount of or extend the termination date of the Commitment of, or decrease or extend the date for payment of any Fee owing to, any Lender without the prior written consent of such Lender, (iii) amend or modify the pro rata requirements of Section 2.15 or the provisions of Section 10.03 concerning the assignment of Borrower's obligations hereunder, the provisions of this Section 10.08 or release a Guarantor from its guarantee under the Guarantee Agreement (except as expressly contemplated by any Loan Document) or all or substantially all of the Collateral from the Liens created under the Security Documents (except as expressly contemplated by any Loan Document), without the prior written consent of each Lender, (iv) change the provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of one Class differently from the rights of Lenders holding Loans of any other Class without the prior written consent of Lenders holding a majority in interest of the outstanding Loans and unused Commitments of each adversely affected Class or (v) reduce the percentage contained in the definition of the term "Required Lenders" without the prior written consent of each Lender; provided, further, however, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Operating Lender or the Operating Lender hereunder or under any other Loan Document without the prior written consent of the Administrative Agent, the Operating Lender or the Operating Lender, as the case may be. The Lenders hereby authorize the Administrative Agent to enter into such amendments, restatements, supplements or other modifications to the Security Documents as are deemed reasonably necessary by the Administrative Agent to protect and preserve the Liens on the Collateral created or purported to be created thereunder or to reflect or give effect to any transaction permitted under this Agreement.

SECTION 10.09. Release of Collateral and Guarantors. Each Lender hereby directs the Administrative Agent to release the Liens held by it under the Security Documents and the Guarantees made in the Loan Documents as follows:

(a) upon payment in full in cash of the Loans and all the other Obligations (other than unasserted contingent and indemnification obligations), termination of all Commitments (including commitment of the Operating Lender to issue Letters of Credit) and reduction of the LC Exposure to zero (or the making of other arrangements satisfactory to the Administrative Agent and the Operating Lender), the Administrative Agent is authorized to release all of the Liens created, and all the Guarantees made, under the Loan Documents;

(b) upon any sale or other disposition of Collateral permitted hereunder, or consummation of any transaction permitted hereunder as a result of which any Guarantor ceases to be a Subsidiary of Borrower, the Administrative Agent is authorized to release such Liens that relate solely to the Collateral sold or otherwise disposed and the Guarantee made by such Guarantor under the Loan Documents; and

(c) upon consent by the Required Lenders, the Administrative Agent is authorized to release such Liens on any part of the Collateral which release does not require the consent of all of the Lenders as set forth in Section 10.08;

provided, however, that (i) the Administrative Agent shall not be required to execute, or cause any Person to execute, any such document on terms which, in its opinion, would expose it to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty,

and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Liens upon (or obligations of Borrower or any of the Subsidiaries in respect of) all interests retained by Borrower or any of the Subsidiaries.

SECTION 10.10. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the applicable interest rate, together with all fees and charges that are treated as interest under applicable law (collectively, the "Charges"), as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Lender, shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by such Lender in accordance with applicable law, the rate of interest payable to such Lender hereunder, together with all Charges payable to such Lender, shall be limited to the Maximum Rate.

SECTION 10.11. Entire Agreement. This Agreement, the other Loan Documents and any separate fee letter agreements with respect to fees payable to any Agent or any Operating Lender constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any Person other than the parties hereto and thereto (and their respective successors and assigns permitted hereby and each other Person that is an Indemnitee) any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 10.12. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any legal proceeding directly or indirectly arising out of, under or in connection with this Agreement or any of the other Loan Documents or the transactions contemplated hereby. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other Loan Documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 10.12.

SECTION 10.13. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavour in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 10.14. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 10.15. Confidentiality. Each Lender agrees not to disclose to any Person the Information (as defined below) in accordance with such Lender's customary procedures for non-disclosure of confidential information of third parties of this nature and in accordance with safe and sound lending practices without the prior written consent of Borrower, which consent shall not be unreasonably withheld, except that any Lender shall be permitted to disclose Information (i) to its and its Affiliates' officers, directors, employees, agents and representatives (including its auditors and counsel) or to any pledgee referred to in Section 10.04(g)(ii) or any direct or indirect contractual counterparty in Swap Agreements or such contractual counterparty's professional advisor (so long as such pledgee, contractual counterparty or professional advisor to such contractual counterparty agrees in writing to be bound by the provisions of

this Section 10.05); (ii) to the extent (A) required by applicable laws and regulations or by any subpoena or similar legal process or (B) requested or required by any regulatory authority or The National Association of Insurance Commissioners or any similar organization, or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio; (iii) to the extent such Information (A) becomes publicly available other than as a result of a breach of this Agreement, (B) becomes available to such Lender on a non-confidential basis from a source other than a Loan Party or its Affiliates or (C) was available to such Lender on a non-confidential basis prior to its disclosure to such Lender by a Loan Party or its Affiliates; (iv) to any actual or prospective assignee of, or prospective purchaser of a participation in, the rights of such Lender hereunder; or (v) in connection with any suit, action or proceeding relating to the enforcement of rights hereunder or under any other Loan Document or in connection with the transactions contemplated hereby. As used in this Section 10.15, as to any Lender, the term "Information" shall mean any written materials, documents and information that Borrower or any of its Affiliates may have furnished or may hereafter furnish to any Lender in connection with this Agreement.

SECTION 10.16. Jurisdiction; Consent to Service of Process.

(a) Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of Alberta, and any court sitting in Alberta, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such jurisdiction. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Loan Party or its properties in the courts of any jurisdiction.

(b) Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any Alberta court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 10.17. Judgment Currency.

(a) Borrower's obligations hereunder and Borrower's and the other Loan Parties' obligations under the other Loan Documents to make payments in Dollars (the "Obligation Currency") shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than the Obligation Currency, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent, the Operating Lender or the applicable Lender of the full amount of the Obligation Currency expressed to be payable to the Administrative Agent, the Operating Lender or the applicable Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against Borrower or any other Loan Party in any court or in any jurisdiction, it becomes necessary

to convert into or from any currency other than the Obligation Currency (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in the Obligation Currency, the conversion shall be made at the rate of exchange (as quoted by the Administrative Agent or if the Administrative Agent does not quote a rate of exchange on such currency, by a known dealer in such currency designated by the Administrative Agent) determined, in each case, as of the date immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, Borrower covenants and agrees to pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount), as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the amount of any payment in the Obligation Currency under this Section 10.17, the rate of exchange used shall take into account any premium and costs payable in connection with the purchase of the Obligation Currency.

SECTION 10.18. Certain Relationships. Nothing contained in this Agreement and no action taken by the Administrative Agent, the Operating Lender or any Lender pursuant hereto shall be deemed to constitute the Administrative Agent, the Operating Lender or the Lenders a partnership, an association, a joint venture or other entity. None of the Administrative Agent, the Operating Lender or the Lenders has any fiduciary relationship with or any fiduciary duty to Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Administrative Agent, the Operating Lender and the Lenders, on the one hand, and Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor.

SECTION 10.19. USA Patriot Act. Each Lender subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") hereby notifies Borrower that pursuant to the Act it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow such Lender to identify Borrower in accordance with the Act.

SECTION 10.20. Waiver of Consequential Damages, Etc. BORROWER AGREES NOT TO ASSERT ANY CLAIM AGAINST ANY OTHER PARTY HERETO, ANY OF ITS AFFILIATES, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS OR AGENT, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR OTHERWISE RELATING TO ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR IN ANY OTHER LOAN DOCUMENT OR THE ACTUAL OR PROPOSED USE OF THE PROCEEDS OF THE LOANS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

1353537 ALBERTA LTD.

by: _____

Name: Franklin H. Foster

Title: Secretary

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent

by: _____

Name:

Title:

_____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

1353537 ALBERTA LTD.

by:

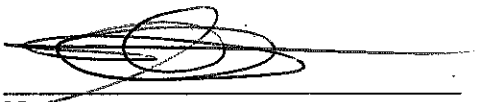
_____

Name:

Title:

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent

by:



Name: Michael Scott

Title: Authorized Signatory

Name: Robert Stevens

Title: Authorized signatory

CANADIAN IMPERIAL BANK OF COMMERCE, individually and as Lender,

by:

Name: Michael Scott

Title: Authorized Signatory

Name: Robert Stevens

Title: Authorized Signatory

SCHEDULE 1.01

BORROWER'S ACCOUNTING PERIODS

	Quarter Ended	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Period 1		02/24/07	03/01/08	02/28/09	02/27/10	02/26/11	03/03/12
Period 2		03/24/07	03/29/08	03/28/09	03/27/10	03/26/11	03/31/12
Period 3		04/21/07	04/26/08	04/25/09	04/24/10	04/23/11	04/28/12
Period 4	1Q	05/19/07	05/24/08	05/23/09	05/22/10	05/21/11	05/26/12
Period 5		06/16/07	06/21/08	06/20/09	06/19/10	06/18/11	06/23/12
Period 6		07/14/07	07/19/08	07/18/09	07/17/10	07/16/11	07/21/12
Period 7	2Q	08/11/07	08/16/08	08/15/09	08/14/10	08/13/11	08/18/12
Period 8		09/08/07	09/13/08	09/12/09	09/11/10	09/10/11	09/15/12
Period 9		10/06/07	10/11/08	10/10/09	10/09/10	10/08/11	10/13/12
Period 10	3Q	11/03/07	11/08/08	11/07/09	11/06/10	11/05/11	11/10/12
Period 11		12/01/07	12/06/08	12/05/09	12/04/10	12/03/11	12/08/12
Period 12		12/29/07	01/03/09	01/02/10	01/01/11	12/31/11	01/05/13
Period13	4Q	02/02/08	01/31/09	01/30/10	01/29/11	02/04/12	02/02/13

SCHEDULE 2.01

LENDERS AND THEIR COMMITMENTS

Lender	Term Loans		Revolving Loans		Operating Loans	
	$	%	$	%	$	%
CIBC	$40,000,000	100%	$12,000,000	100%	$2,000;000	100%
Total	$40,000,000	100.0000%	$12,000,000	100.0000%	$2,000,000	100.0000%

SCHEDULE 4.07

EXCEPTIONS TO TITLE TO THE ASSETS OF THE BORROWER AND THE SUBSIDIARIES

NIL.

SCHEDULE 4.08

SUBSIDIARIES

Subsidiary	Ownership	Number of Shares
1353537 Alberta Ltd.	Cover-All Holding Corp.	31,9542,540 common shares
Cover-All U.S. Holding Corp.	Cover-All Holding Corp.	100 common shares (initial formation)
Cover-All Building Systems Inc.	1353537 Alberta Ltd.	13,353,712 Class A Shares 3,037,302 Class G Shares
Summit Structures Limited (UK)	Cover-All Building Systems Inc.	100%
Cover-All Deutschland GmbH (Germany)	Summit Structures Limited (UK)	95%
Summit Structures, LLC	Cover-All Building Systems Inc.	100 units / 100 %
Quick Structures, LLC	Cover-All Building Systems Inc.	100 units / 100%
Cover-All Holdings U.S., LLC	Cover-All Building Systems Inc.	100%
Summit Structures U.S., LLC	Summit Structures, LLC	1,000 units / 100%
Cover-All Building Systems of New York, Inc.	Summit Structures, LLC	100 shares of common stock / 100%
Summit Project Management, LLC	Summit Structures, LLC	1,000 units / 100%
NorthStar Cover-All, LLC	Cover-All Holdings U.S., LLC	51%

Remaining Options

Employee Name	F 06 Options	Strike $	F 07 Options	Strike $	F08 Options	Strike $
Todd Payne	33,334	1.00				

Employee Name	F 06 Options	Strike $	F 07 Options	Strike $	F08 Options	Strike $
	33,333	1.16				
	33,333	1.32				
Dale Calver	33,334	1.00				
	33,333	1.16				
	33,333	1.32				
Galen Sonntag	16,667	1.00				
			16,667	1.16		
					16,666	1.32
Peter Bielefeld	16,667	1.00				
			16,667	1.16		
					16,666	1.32
Randy Crosson	16,667	1.00				
			16,667	1.16		
					16,666	1.32
Wayne Gursky	16,667	1.00				
			16,667	1.16		
					16,666	1.32
Darcy McLean	16,667	1.00				
			16,667	1.16		
					16,666	1.32
Ivan Hein	10,000	1.00				
			10,000	1.16		
					10,000	1.32
Rod Manske			10,000	1.16		
			10,000	1.16		
					10,000	1.32
Rob Roach	10,000	1.00				
			10,000	1.16		
					10,000	1.32
Cote Family Trust			10,000	1.00		
			10,000	1.16		
					10,000	1.32

Employee Name	F 06 Options	Strike $	F 07 Options	Strike $	F08 Options	Strike $
Total Options	303,335		143,335		123,330	
Total Options:	570,000					

Vendors' Options

The senior executives are exchanging their vendor options as follows for options in Cover-All Holding Corp.:

Employee Name	F 06 Options	Strike $	F 07 Options	Strike $	F08 Options	Strike $
Nathan Stobbe	33,334	1.00				
	33,333	1.16				
	33,333	1.32				
Paul Johnson	33,334	1.00	149,997	1.16		
	33,333	1.16				
	33,333	1.32				
Todd Payne			149,997	1.16		

Immediately prior to the amalgamation of all of the Canadian entities forming part of Cover-All Building Systems Inc., all of the remaining options will be assigned to Cover-All Building Systems Inc. in exchange for promissory notes equal to the fair market value of such options less the applicable strike price of such options.

Option Right of Sebastian Huennekens

1. Call-Option Sebastian Hünnekens pursuant to Clause 8.1: acquisition of up to 5%, to be executed in a period between 2008-2017;
2. Put Option Sebastian Hünnekens pursuant to Clause 8.3: in case of revocation as managing director/termination of service agreement, Summit may be requested to acquire Sebastian Hünnekens shares; if put option is not exercised, Summit may acquire all shares of Sebastian Hünnekens;
3. Put option/Right of first Refusal pursuant to Clause 8.5: if third party offers to acquire at least 50% of the shares in the Company from Summit, Sebastian Hünnekens is obligated to sell a proportionate amount of his shares to the same conditions. Furthermore, Sebastian Hünnekens has the right to acquire the share capital for which the offer has been made under the conditions of the offer.

SCHEDULE 4.09

LITIGATION

Parties to action: *Hanover Insurance Company a/s/o Longhorn Trucking Company, Inc. v. Cover-All Building Systems of New York, Inc. and Cover-All Building Systems, Inc.*

Jurisdiction: United States District Court Northern District of New York, Case No. 07-CV-0993

Class Action Suits

The following civil suits fall under one class action suit. Subject to a Stipulation of Dismissal dated December 29, 2006 from the United States District Court Southern District of New York, Summit Structures was dismissed without prejudice subject to a conditional stipulation of reinstatement whereby the Plaintiffs may reinstate their claim based on the discovery of fact asserted where such facts were not previously provided in discovery as of the date of the Stipulation. There is no set of facts nor any circumstances that, to the knowledge of the Vendors, exist, which could form the basis for the reinstatement of such claims against Summit Structures or any other member of the Cover-All Group.

1. *Boscaino v. Silverstein Properties et al*, filed February 1, 2005, Case No. 1:2005cv01101;

2. *Keary v. The City of New York et al*, filed March 22, 2205, Case No. 1:2005cv03162;

3. *Wales et al v. 1 World Trade Centre, LLC*, filed August 17, 2005, Case No. 1:2005cv07291;

4. *Ahern et al v. 1 World Trade Centre, LLC*, filed September 23, 2005, Case No. 1:2005cv08221;

5. *Gaspar v. 1 World Trade Centre, LLC*, filed December 22, 2005, Case No. 1:2005cv10739.

SCHEDULE 4.14

ENVIRONMENTAL MATTERS

NIL.

SCHEDULE 4.16

LIEN FILING OFFICES

1353537 Alberta Ltd.

Alberta

Ontario

Saskatchewan

Cover-All Holding Corp.

Nova Scotia

Saskatchewan

District of Columbia

Cover-All Building Systems Inc.

Alberta

Saskatchewan

Ontario

United Kingdom

District of Columbia

Summit Structures Limited

UK

Cover-All Deutschland GmbH

N/A

Summit Structures, LLC

Pennsylvania

Quick Structures, LLC

Pennsylvania

Cover-All Holdings U.S., LLC

Pennsylvania

Cover-All U.S. Holding Corp.

Delaware

Summit Structures U.S., LLC

Pennsylvania

Cover-All Building Systems of New York, Inc.

New York

Summit Project Management, LLC

Pennsylvania

SCHEDULE 4.19

REAL PROPERTY OF THE LOAN PARTIES

Owned

1. 3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

Leased

1. 37651 Amberly Road, R.R. #1, Lucknow, Ontario, N0G 2H0 (head office lease and inventory yard lease)
2. 946 North Van Buren Street, Allentown, Pennsylvania
3. 19500 Country Road 142, South Haven, Minnesota, 55382
4. Offices 1 – 8 Enterprise Glade on the Landlord's Bath Lane in Moira (England)
5. Im Hook 10, 48607 Ochtrup (Germany)
6. 28 McIntosh Road, Headingley, Manitoba, R4H 1G1
7. Milestone Farm, Warboys Road, Bury, Huntingdon, Cambs, PE26 2NF (England)

SCHEDULE 4.20

INTELLECTUAL PROPERTY OF THE LOAN PARTIES

PATENTS

A. United States Patent Registration Serial No. 6,026,613 – TRUSS ARCH FOR FABRIC COVERED BUILDINGS AND THE LIKE

B. United States Continuation-in-part Patent Registration Serial No. 6,085,468 – TRUSS ARCH FOR FABRIC COVERED BUILDINGS AND THE LIKE

C. United States Patent Registration Serial No. 6, 145,526 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

D. Canadian Patent Registration No. CA2,258,446 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

E. Canadian Patent Registration No. CA-2,226,787 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

TRADEMARKS

A. Canadian Trademark Registration Serial No. TMA520,625 - DURAWEAVE

B. United States Trademark Registration Serial No. 2,267,575 – DURAWEAVE

C. Canadian Trademark Registration Serial No. TMA501,217 - WINCHLOC

D. United States Trademark Registration Serial No. 2,559,123 – WINCHLOC

E. Canadian Trademark Registration Serial No. TMA300,009 – COVER-ALL

F. United States Trademark Registration Serial No. 2,372,138 – COVER-ALL

G. European Trademark Registration Serial No. 003116951 – COVER-ALL

H. United States Trademark Registration Serial No. 2,052,613 – COVER-ALL SHELTER SYSTEMS

I. Canadian Trademark Registration Serial No. TMA504,034- COVER-ALL SHELTER SYSTEMS & DESIGN

J. United States Trademark Registration Serial No. 2,714,779 – COVER-ALL SHELTER SYSTEMS & DESIGN

K. Canadian Trademark Registration Serial No. TMA528,327 – TITAN

L. United States Trademark Registration Serial No. 2,562,135 – TITAN

M. Canadian Trademark Registration Serial No. TMA532,215 – VIPERSTEEL

N. United States Trademark Registration Serial No. 2,579,338 – VIPERSTEEL

O. Canadian Trademark Registration Serial No. TMA613,807 – SUMMIT STRUCTURES

P. United States Trademark Registration Serial No. 2,947,659 – SUMMIT STRUCTURES

Q. European Trademark Registration Serial No. 003116894 – SUMMIT STRUCTURES

R. Canadian Trademark Registration No. TMA662,172 – QUICK STRUCTURES

S. United States Supplemental Trademark Registration Serial No. 3,128,211 – QUICK STRUCTURES

T. Canadian Trademark Registration Serial No. TMA623,170 – LEGEND

U. United States Trademark Registration Serial No. 2,918,155 – LEGEND

V. Canadian Trademark Registration No. TMA662,142 – QUICK STRUCTURES & DESIGN

W. United States Trademark Registration Serial No. 3,155,991 – QUICK STRUCTURES & DESIGN

X. Canadian Trademark Application No. 1,356,969 - MEDALLION

Y. Canadian Trademark Application No. 1,356,967 - MERIDIAN

Z. Canadian Trademark Application No. 1,356,791 - GEMINI

AA. United States Trademark Application Serial No. 77240283 - MEDALLION

BB. United States Trademark Application Serial No. 77240240 - MERIDIAN

CC. United States Trademark Application Serial No. 77237912 – GEMINI

INTERNET DOMAIN NAMES

Coverall.net
Coverall.ca
Coverall.bz
Summitstructures.com
Summitstructures.de
Quickstructures.com
Quickstructures.net
Coverallbuildings.on.ca

Northstarcoverall.com

Password Protected sites available to the dealer network only:

dcs.coverall.net

scs.summitstructures.com

qcs.quickstructres.com

OTHER WEB SERVICES

Product Catalogues/ Product Documentation Library

- transitioning to Microsoft SharePoint

Online Order Guide

- transitioning to a new system based on DriveWorks which leverages 3D models created in SolidWorks to generate the necessary order documents

IN-HOUSE SOFTWARE

1.	Excel Component lists	Numerous Excel 'programs' used to generate component lists
2.	Access CO-OP program.	Program to manage and maintain Marketing CO-OP program.
3.	Wizards	Building wizards (CDN, USA, EUR)
4.	Time Cards.	Uses the access cards to create time cards instead of manual punch clocks.
5.	Promotions	Manage promotions which in turn will be applied to the SO during import.
6.	PDMWorks Email Trigger	Creates an email for when drawings are released from PDMWorks.
7.	Warranty card website	Automated submission of warranty registration and photos
8.	DriveWorks Order Guide	New order guide, the ASP.NET front-end.
9.	DriveWorks Backend Processor	Persistent application running on our server which processes specifications entered into the order guide
10.	DriveWorks Live Image Generator	Persistent application running on our server which processes requests for end wall images for the order guide.
11.	Cover-All Dealership Management Application (CDMA)	Application containing embedded web browsers for accessing PDL, US Wizard uploader and the DW Order Guide as well as the new Canadian Building Wizard.

12. Wizard Web Service	Web service running on our servers which provides a data gateway for the new Canadian Building Wizard to get and send data.
13. Programming Time Tracker	Application which interfaces with the OnTime tracking software to keep track of programmer time.
14. Files.coverall.net	Web application for providing access to large files for people located outside the Cover-All network
15. Mailer.coverall.net	Web application for sending mass promotional emails to mailing lists. A MySQL database and two Python scripts located on WOPR provide back end support for queuing and throttling of email transmission
16. Support.coverall.net	Web application interface to helpdesk and OnTime project tracking software allowing internal users to register helpdesk requests, programming feature requests and program bug reports.
17. OURS	Sales, logistics, and manufacturing ERP system
18. DCS Internal	CRM system – Internal interface
19. DCS Website – CRM system	External interface
20. Catalog Cleaner	Clears out the defunct files in the website catalogs
21. Systems Notifications	Group notification workflow system
22. ERP Packaging	Manages the packaging, picking, and label creation
23. ERP Traffic	Manages the planning and shipping of orders
24. ERP Operations	Manages the order processing and shipping of orders
25. ERP Engineering	Handles the tracking of orders through Engineering
26. ERP Manufacturing	Handles the dispatch list for the production floors
27. Add-in Manager and Reports	Manages custom Excel based report add-ins for users.

SCHEDULE 4.21

BUSINESS OF THE LOAN PARTIES

Providing pre-engineered membrane building systems for the North American and European non residential construction market.

SCHEDULE 4.22

LIENS

NIL.

SCHEDULE 4.23

INDEBTEDNESS AND GUARANTEES OF THE LOAN PARTIES

Indebtedness

Bonding Facility with a single contract limit of $5,000,000; aggregate contract limit of $5,000,000, granted by Travelers Guarantee Company of Canada to the Cover-All Group, by letter dated May 7, 2007.

Cover-All Germany
Net Third Party Debt Detail for October 23, 2007 Closing

				1.39	Notes
Debt	Account	Authorized	Balance In Euros	Cdn	
Sparkasse	85164	125000	56,836	79,003	Revolver
Sparkasse	608182564	110000	81,714	113,582	Term
Sparkasse	608186917	50,000	37,500	52,125	Government Guaranteed Term
Sparkasse	608186931	50,000	50,000	69,500	Government Guaranteed Term
Sparkasse	608181373	40,000	20,458	28,437	Term
Volksbank	34444400	80000	-	-	Facility not drawn, used to collateralize Deposit Guarantees
Volksbank	34444403	80000	-	-	Facility not drawn, used to collateralize Deposit Guarantees
Volksbank	34444420	13,000	308	428	Trailer Loan
Third Party Debt			**$ 246,816**	**$ 343,074**	

Cash	Account	Authorized	Euros	Cdn	
Sparkasse	208055417		107,689	149,688	Cash Restricted for Deposit Guarantee's
Sparkasse	288052038		31,701	44,065	Cash Restricted for Deposit Guarantee's
Volksbank	34444403	500,000	272,252	378,431	Facility Requires Cash Collateral – Cash Restricted for Deposit Guarantee's
Volksbank	34444402		99,093	137,739	
Deutche Bank	26197400		7,332	10,192	
Commerce Bank	26740044		(104)	(144)	
Outstanding Cheques			(16,743)	(23,273)	
Cash			**$ 501,221**	**$ 696,697**	

Deposit Guarantee's Outstanding as of October 22nd, 2007	539,000
Deposit Guarantee's Collateralize By Above Cash	411.643
Deposit Guarantee's Collateralize By Above VolksBank Facilities	127,357

Auto Loans

Agreement Name	Date	Parties	Authorized Amount	Amount Owing as of Closing	Agreement Sub-Category	Notes
NorthStar Cover-All Auto Loans	January, 2007	Ford Credit	14,066			
		Ford Credit	49,649			
		Ford Credit	27,833			
		1st National Bank	21,841			
Cover-All Ontario Auto Loan			28,359			

Guarantees

NIL

SCHEDULE 4.25

CHIEF EXECUTIVE OFFICE AND LEGAL NAMES OF THE LOAN PARTIES

Exact Legal Names

Cover-All Holding Corp.
1353537 Alberta Ltd.
Cover-All Building Systems Inc.
Summit Structures Limited
Cover-All Deutschland GmbH
Summit Structures, LLC
Quick Structures, LLC
Cover-All Holdings U.S., LLC
Cover-All U.S. Holding Corp.
Summit Structures U.S., LLC
Cover-All Building Systems of New York, Inc.
Summit Project Management LLC

Chief Executive Office (the "CEO") and the Location of the Books and Records if Different from the CEO

1. Cover-All Holding Corp.

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

2. 1353537 Alberta Ltd.

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

3. Cover-All Building Systems Inc.

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

4. Summit Structures Limited

6 Charter Point Way, Ashby Park, Ashby de la Zouch, Leicestershire, LE65 1 NF

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

5. Cover-All Deutschland GmbH

Im Hook 10, 48607 Ochtrup (Germany)

6. Summit Structures, LLC

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

7. Quick Structures, LLC

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

8. Cover-All Holdings U.S., LLC

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

9. Cover-All U.S. Holding Corp.

101 Huntington Ave., Boston, MA 02199

10. Summit Structures U.S., LLC

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

11. Cover-All Building Systems of New York, Inc.

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

12. Summit Project Management LLC

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

SCHEDULE 4.27

PRIOR LEGAL NAMES AND TRADE NAMES

1. Cover-All Holding Corp.

NIL

2. 1353537 Alberta Ltd.

NIL

3. Cover-All Building Systems Inc.

101003052 Saskatchewan Ltd.
629224 Saskatchewan Ltd.
101008739 Saskatchewan Ltd.
1210876 Ontario Inc.
1210877 Ontario Inc.
Cover-All Shelter Systems

4. Summit Structures Limited

NIL

5. Cover-All Deutschland GmbH

NIL

6. Summit Structures, LLC

NIL (was organized in Delaware under the same name until mid-2002)

7. Quick Structures, LLC

NIL

8. Cover-All Holdings U.S., LLC

NIL

9. Cover-All U.S. Holding Corp.

NIL

SCHEDULE 4.28

DEPOSIT ACCOUNTS

Bank Accounts held by Cover-All Building Systems Inc. with Bank of Montreal

Account Number	Account Name	Currency
00341068628	MANAGEMENT	CAD
00341068636	PAYROLL	CAD
00341068644	HOLDINGS	CAD
00341068919	GENERAL	CAD
00341069276	SUMMIT LLC	CAD
00341072512	COVERALL	CAD
00341074227	SUMMITT STRUCTURES	CAD
00344504762	USD GENERAL	USD
00344504770	COVER ALL	USD
00344504973	QUICK STRUCTURES	USD
00344505001	SUMMIT US LLC	USD
00344506645	SUMMIT LLC	USD
00344602178	SUMMIT PROJECT MGMT	USD
23661017768	COVER ALL ONTARIO	CAD
23664600245	COVER ALL ONTARIO	USD

Bank Account held by Cover-All Building Systems of New York Inc. with Bank of America

Account Number	Account Name	Currency
0093 9009 2916	N/A	USD

Bank Account held by Summit Structures, LLC with M&T Bank

Account / ABA Numbers	Account Name	Currency
(Account) 8889702406 (ABA) 022 000 046	PAYROLL	USD

Bank Accounts held by Northstar Cover-All, LLC with First National Bank of Cold Springs

Account Number	Account Name	Currency
320-685-8611 000548500	N/A	USD

SCHEDULE 7.05

INVESTMENTS AND TRANSACTIONS

German Restrictions on Dividends: Restrictions on distribution of profits pursuant to Section 10 *Distribution of Profits* of the articles of association of Cover-All Deutschland GmbH as resolved by the shareholders in the shareholders' resolution dated April 13, 2007, notarial deed W 378/2007 of the notary public Dr. Gerrit Wenz.

SCHEDULE 7.14

TOTAL LEVERAGE RATIO MAXIMUMS

Fiscal Year	End of Fiscal Quarter	Total Leverage Ratio Maximum
2008	Q3	4.75 to 1.00
2008	Q4	4.75 to 1.00
2009	Q1	5.00 to 1.00
2009	Q2	4.75 to 1.00
2009	Q3	4.50 to 1.00
2009	Q4	4.25 to 1.00
2010	Q1	4.75 to 1.00
2010	Q2	4.50 to 1.00
2010	Q3	4.00 to 1.00
2010	Q4	3.75 to 1.00
2011	Q1	4.25 to 1.00
2011	Q2	4.00 to 1.00
2011	Q3	3.50 to 1.00
2011	Q4	3.25 to 1.00
2012	Q1	3.25 to 1.00
2012	Q2	3.25 to 1.00
2012	Q3	3.25 to 1.00
2012	Q4	3.25 to 1.00
2013	Q1	3.25 to 1.00
2013	Q2	3.25 to 1.00
2013	Q3	3.25 to 1.00

SCHEDULE 7.15

SENIOR LEVERAGE RATIO MAXIMUMS

Fiscal Year	End of Fiscal Quarter	Maximum Senior Leverage Ratio
2008	Q3	3.75 to 1.00
2008	Q4	3.75 to 1.00
2009	Q1	3.75 to 1.00
2009	Q2	3.75 to 1.00
2009	Q3	3.25 to 1.00
2009	Q4	3.00 to 1.00
2010	Q1	3.50 to 1.00
2010	Q2	3.25 to 1.00
2010	Q3	2.75 to 1.00
2010	Q4	2.50 to 1.00
2011	Q1	3.00 to 1.00
2011	Q2	2.75 to 1.00
2011	Q3	2.25 to 1.00
2011	Q4	2.00 to 1.00
2012	Q1	2.00 to 1.00
2012	Q2	2.00 to 1.00
2012	Q3	2.00 to 1.00
2012	Q4	2.00 to 1.00
2013	Q1	2.00 to 1.00
2013	Q2	2.00 to 1.00
2013	Q3	2.00 to 1.00
	Q4	

EXHIBIT A

FORM OF ASSIGNMENT AND ACCEPTANCE

_____, Assignee

Dated: _____ ____, _____

Reference is made to the Credit Agreement dated for reference October ___, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among 1353537 Alberta Ltd., the Persons party thereto as Lenders and Canadian Imperial Bank of Commerce, as Lead Arranger, Administrative Agent and Operating Lender. Terms used herein that are defined in the Credit Agreement are used with the meanings therein ascribed to them.

_____ (the "Assignor") and _____ (the "Assignee") hereby agree as follows:

1. The Assignor hereby sells and assigns to the Assignee without recourse and without representation or warranty (other than as expressly provided herein), and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor's rights and obligations under the Credit Agreement as of the date hereof which represents the percentage interest specified in Item 2(b) of Annex I hereto (the "Assigned Share") of all of the outstanding rights and obligations under the Credit Agreement relating to the facilities listed in Item 2 of Annex I, including, without limitation, (i) in the case of any assignment of all or any portion of the Assignor's outstanding Term Loans, all rights and obligations with respect to the Assigned Share of such outstanding Term Loans, (ii) in the case of any assignment of all or any portion of the Assignor's Revolving Commitment, all rights and obligations with respect to the Assigned Share of such Revolving Commitment and of any outstanding Revolving Loans.

2. The Assignor (i) represents and warrants that, subject to clause (ii) below, it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the other Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or the other Loan Documents or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of Holdco, Borrower or any of the Subsidiaries or the performance or observance by Holdco, Borrower or any of the Subsidiaries of any of their obligations under the Credit Agreement or the other Loan Documents to which they are a party or any other instrument or document furnished pursuant thereto.

3. The Assignee (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption Agreement; (ii) agrees that it will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) confirms that it is an eligible assignee under Section 10.04(b)(b) of the Credit Agreement; (iv) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the

other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (v) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

4. Following the execution of this Assignment and Assumption Agreement by the Assignor and the Assignee, an executed original hereof (together with all attachments) will be delivered to the Administrative Agent. The effective date of this Assignment and Assumption Agreement shall be the date of execution hereof by the Assignor and the Assignee and the receipt of the consent of the Administrative Agent and Borrower to the extent required by Section 10.04(b)(b) of the Credit Agreement and receipt by the Administrative Agent of the administrative fee referred to in such Section 10.04(b)(b) to the extent required thereby, unless otherwise specified in Item 3 of Annex I hereto (the "Settlement Date").

5. Upon the delivery of a fully executed original hereof to the Administrative Agent, as of the Settlement Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Assumption Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents and (ii) the Assignor shall, to the extent provided in this Assignment and Assumption Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Loan Documents other than as provided therein.

6. It is agreed that upon the effectiveness hereof, the Assignee shall be entitled to (i) all interest on the Assigned Share of the Loans at the rates specified in Item 4 of Annex I; and (ii) all Commitment Fees (if applicable) on the Assigned Share at the rate specified in Item 5 of Annex I hereto; which, in each case, accrue on and after the Settlement Date, such interest and, if applicable, Commitment Fees to be paid by the Administrative Agent directly to the Assignee. It is further agreed that all payments of principal made on the Assigned Share of the Loans which occur on and after the Settlement Date will be paid directly by the Administrative Agent to the Assignee. Upon the Settlement Date, the Assignee shall pay to the Assignor an amount specified by the Assignor in writing which represents the Assigned Share of the principal amount of the respective Loans made by the Assignor pursuant to the Credit Agreement which are outstanding on the Settlement Date, net of any closing costs, and which are being assigned hereunder. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Settlement Date directly between themselves.

7. **THIS ASSIGNMENT AND ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ALBERTA BUT EXCLUDING ALL CHOICE OF LAW AND CONFLICTS OF LAWS RULES THEREOF.**

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Assignment and Assumption Agreement, as of the date first above written, such execution also being made on Annex I hereto.

Accepted this _____ day
of _____, ____

[NAME OF ASSIGNOR],
as Assignor

By:_____

Name:_____

Title:_____

[NAME OF ASSIGNEE],
as Assignee

By:_____

Name:_____

Title:_____

Acknowledged and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent[1]

By:_____

Name:_____

Title:_____

[1] The consent of Canadian Imperial Bank of Commerce (not to be unreasonably withheld or delayed) is required for assignments that are not to existing Lenders or Affiliates of existing Lenders.

1353537 ALBERTA LTD.
as Borrower[2]

By:_____

Name:_____

Title:_____

[2] The consent of Borrower (not to be unreasonably withheld or delayed) is required for assignments that are not to existing Lenders, or Affiliates of existing Lenders unless a Default or Event of Default has occurred and is continuing.

ANNEX FOR ASSIGNMENT AND ASSUMPTION AGREEMENT

ANNEX I

1. Date of Assignment Agreement:

2. Amounts (as of date of Item #1 above):

	Revolving Credit Commitments	Outstanding Principal of Term Loans
a. Aggregate Amount for all Lenders	$_____	$_____
b. Assigned Share	_____%	_____%
c. Amount of Assigned Share	$_____	$_____

3. Settlement Date:

4. Rate of Interest to the Assignee: As set forth in Section 2.06 of the Credit Agreement (unless otherwise agreed to by the Assignor and the Assignee)

5. Commitment Fee: As set forth in Section 2.05(a)(a) (unless otherwise agreed to by the Assignor and the Assignee)

7. Notice:

ASSIGNOR:

_____
_____
_____
_____
Attention:_____
Telephone:_____
Telecopier:_____
Reference:_____

ASSIGNEE:

_____
_____
_____
_____
Attention:_____
Telephone:_____
Telecopier:_____
Reference:_____

Payment Instructions: See Attached

ASSIGNOR:

_____
_____
_____
_____
Attention:_____
Reference:_____

ASSIGNEE:

_____
_____
_____
_____
Attention:_____
Reference:_____

Accepted and Agreed:

[NAME OF ASSIGNEE]

By:_____
Name:_____
Title:_____

[NAME OF ASSIGNOR]

By:_____
Name:_____
Title:_____

EXHIBIT B

FORM OF BORROWING BASE CERTIFICATE

Date of Reports:

Accounts Receivable		
Total Trade Accounts Receivable		
Less: Ineligible Accounts		
Less: Customer Deposits (without duplication)		
Eligible Accounts Receivable		
Less: Reserves		
Net Accounts Receivable		
Times: Accounts Receivable Advance Rate[3]		(x 75%)
Borrowing Base Attributed to Accounts Receivable Value (A)		

Inventory		
Inventory		
Work in Progress (up to $1,000,000)		
Less: Ineligible Inventory		
Less: 30 days unpaid Inventory		
Times: Inventory Advance Rate		(x 50%)
Borrowing Base Attributed to Inventory Value (no greater than $7,000,000) (B)		

Credit Limit Calculation	
Borrowing Base Attributed to Accounts Receivable Value (A)	
Borrowing Base Attributed to Inventory Value (no greater than $7,000,000) (B)	
Total Borrowing Base (C)	
Maximum Availability Under Operating Commitment and Revolving Commitment (D)	$14,000,000
Availability Under Operating Commitment and Revolving Commitment (lesser of C and D)	

(1) As of [_____], the uninsured Inventory of Summit Structures Limited totals [$_____], and the uninsured Accounts of Summit Structures Limited total [$_____].

(2) As of [_____], the uninsured Inventory of Cover-All Deutschland GmbH totals [$_____], and the uninsured Accounts of Cover-All Deutschland GmbH total [$_____].

The undersigned represents and warrants that the information set forth above is true and complete. The undersigned grants a security interest in the collateral reflected above to Canadian Imperial Bank of Commerce, as Administrative Agent (the "Administrative Agent") and reaffirms the representations, warranties and covenants contained in the Credit Agreement dated as of October 23 by and among 1353537 Alberta Ltd., as Borrower, the Lenders party thereto, the Administrative Agent and Canadian Imperial Bank of Commerce as Lead Arranger and Operating Lender, and in the other Loan Documents.

1353537 ALBERTA LTD.

By: _____
Name:
Title:
Date:

[3] Revise calculation to reflect 90% advance rate for insured Eligible Account, if any.

(3) Attached as Exhibit B is a true and correct summary of the Loan Parties' cash position and outstanding Revolving Loans after giving effect to the Transactions occurring on the Closing Date.

(4) As of [_____], the uninsured Inventory of Summit Structures Limited totals [$_____], and the uninsured Accounts of Summit Structures Limted total [$_____].

(4) As of [_____], the uninsured Inventory of Cover-All Deutschland GmbH totals [$_____], and the uninsured Accounts of Cover-All Deutschland GmbH total [$_____].

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of Borrower.

1353537 ALBERTA LTD.

By: _____

Name: _____

Title:

Date: _____

EXHIBIT C

FORM OF NOTICE OF BORROWING

Canadian Imperial Bank of Commerce,
as Administrative Agent
Credit Capital Markets, Syndication Agency
BCE Place, 161 Bay Street, 8th Floor
Toronto, Ontario M5J 2S8
Attn: Marina Tellis
Fax No.: (416) 956-3830

Ladies and Gentlemen:

The undersigned refers to the Credit Agreement dated for reference October [__], 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined) among the undersigned, the lenders from time to time party thereto (the "Lenders"), and Canadian Imperial Bank of Commerce as administrative agent (the "Administrative Agent"), Lead Arranger and Operating Lender, and hereby irrevocably gives you notice, pursuant to Section 2.03 of the Credit Agreement that the undersigned hereby requests a Borrowing under the Credit Agreement, and in that connection sets forth below the information relating to such Loan (the "Proposed Borrowing"):

(i) The Business Day of the Proposed Borrowing is _____ __, ____.

(ii) The Class of Borrowing comprising the Proposed Borrowing is a Revolving Borrowing.

(iii) The Type of Borrowing comprising the Proposed Borrowing is a **[Prime Rate Borrowing] [B/A Borrowing]**.

(iv) The aggregate amount of the Proposed Borrowing is $_____.

[(v) The initial Contract Period for each B/A Borrowing made as part of the Proposed Borrowing is _____ month[s].]

[**(vi) The disbursement instructions pursuant to which the proceeds of the Proposed Borrowing are to be disbursed, are _____.**]

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

(A) the representations and warranties contained in Article IV of the Credit Agreement are true and correct in all material respects on and as of the date of the Proposed Borrowing, before and after giving effect to the Proposed Borrowing and to the application of the proceeds therefrom, as though made on and as of such date (other than any such representations or warranties that, by their terms, refer to a specific date other than the date of the Proposed Borrowing, in which case, as of such specific date);

(B) no event has occurred and is continuing, or would result from such Proposed Borrowing or from the application of the proceeds therefrom, that constitutes a Default or an Event of Default; and

(C) the Revolving Credit Utilization does not exceed the Revolving Credit Commitments after giving effect to the Proposed Borrowing.

Very truly yours,

1353537 ALBERTA LTD.

By: _____

Name: _____

Title:

EXHIBIT D

FORM OF NOTICE OF CONVERSION OR CONTINUATION

Canadian Imperial Bank of Commerce,
as Administrative Agent
Credit Capital Markets, Syndication Agency
BCE Place, 161 Bay Street, 8th Floor
Toronto, Ontario M5J 2S8
Attn: Marina Tellis
Fax No.: (416) 956-3830

Ladies and Gentlemen:

The undersigned refers to the Credit Agreement dated for reference October [___], 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined) among the undersigned, the lenders from time to time party thereto (the "Lenders"), and Canadian Imperial Bank of Commerce as administrative agent (the "Administrative Agent"), Lead Arranger and Operating Lender, and hereby irrevocably gives you notice, pursuant to Section 2.09 of the Credit Agreement that the undersigned hereby requests the following under the Credit Agreement, and in that connection sets forth below the information relating to such request (the "Proposed Conversion/Continuation"):

(a) on **[date]** convert **$[**_____**]** of the aggregate outstanding principal amount of the **[Revolving/Term]** Loan that is a **[B/A Borrowing/Prime Rate Borrowing]**, into a(n) [_____] Borrowing **[and, in the case of a B/A Borrowing, having a Contract Period of [_____] month(s)]**;

(b) on **[date]** continue **$[**_____**]** of the aggregate outstanding principal amount of B/A Borrowings, maturing on _____, as B/A Borrowings having a Contract Period of [_____] **month(s)]**.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Conversion/Continuation requested herein:

(A) no event has occurred and is continuing, or would result from such Proposed Conversion/Continuation or from the application of the proceeds therefrom, that constitutes a Default or an Event of Default; and

(B) the Revolving Credit Utilization does not exceed the Revolving Credit Commitments after giving effect to the Proposed Conversion/Continuation.

Very truly yours,

1353537 ALBERTA LTD.

By: _____

Name: _____

Title: _____

EXHIBIT E

FORM OF COMPLIANCE CERTIFICATE

TO: Canadian Imperial Bank of Commerce,
as Administrative Agent
Credit Capital Markets, Syndication Agency
BCE Place, 161 Bay Street, 8th Floor
Toronto, Ontario M5J 2S8
Attn: Marina Tellis
Fax No.: (416) 956-3830

The undersigned, the [Title] of 1353537 Alberta Ltd. (the "Borrower"), gives this certificate to Canadian Imperial Bank of Commerce, in its capacity as administrative agent for the below-described Lenders (the "Administrative Agent"), in accordance with the Credit Agreement dated for reference October [___], 2007, among Borrower, the lenders party thereto from time to time (the "Lenders") the Administrative Agent, and Canadian Imperial Bank of Commerce as Lead Arranger and Operating Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used in this Certificate, unless otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement.

(1) Based on an examination sufficient to enable me to make an informed statement, no Default or Event of Default exists on the date hereof.

(2) Based upon a review of the financial statements of the Loan Parties for the period ending [_____], I hereby certify that, as of [_____]:

(a) The Total Leverage Ratio for the immediately preceding four Fiscal Quarters is [___] to 1.00. Pursuant to the Credit Agreement, the maximum for such ratio as of such fiscal quarter end is [___] to 1.00.

(b) The Senior Leverage Ratio for the immediately preceding four Fiscal Quarters is [___] to 1.00. Pursuant to the Credit Agreement, the maximum for such ratio as of such fiscal quarter end is [___] to 1.00.

(c) The Fixed Charge Coverage Ratio for the immediately preceding four Fiscal Quarters is greater than 1.10 to 1.00.

(d) Capital Expenditures for the Fiscal Year to date period ending [_____] are $[_____]. Pursuant to the Credit Agreement, the maximum Capital Expenditures for such fiscal year are $1,000,000.

(e) Net obligations of the Loan Parties in respect of Swap Agreements are [$_____] (A). Obligations in respect of Swap Agreements required to be entered into pursuant to Section 6.18, are $[_____] (B). Net obligations in respect of Swap Agreements are (A) – (B) = [$_____] Pursuant to the Credit Agreement the maximum amount of such net obligations is $4,000,000.

Attached hereto as Exhibit A are complete and correct calculations of such financial covenants.

(3) Attached as Exhibit B is a true and correct summary of the Loan Parties' cash position and outstanding Revolving Loans after giving effect to the Transactions occurring on the Closing Date.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of Borrower.

1353537 ALBERTA LTD.

By: _____

Name: _____

Title:

EXHIBIT A TO COMPLIANCE CERTIFICATE

FINANCIAL COVENANT CALCULATIONS

Section 7.13 Capital Expenditures.

Capital Expenditures	$_____
Maximum Capital Expenditures for such Fiscal Year	$1,000,000
Compliance?	[Yes/No]

Section 7.14 Total Leverage Ratio.

(a) *Indebtedness*

Indebtedness under Credit Agreement	$_____
plus	
Other Indebtedness*:	
(i) borrowed money	$_____
(ii) evidenced by bonds, debentures, notes, etc.	$_____
(iii) conditional sale or other title retention agreements	$_____
(iv) deferred purchase price of property or services	$_____
(v) Indebtedness of others secured by Liens**	$_____
(vi) Guarantees of other "Indebtedness"	$_____
(vii) Capital Lease Obligations	$_____
(viii) letter of credit obligations	$_____
Indebtedness	$_____ (x)
minus	
Cash and cash equivalents on hand	$_____ (y)
Total Leverage Ratio Numerator	$_____) (x) - (y)

---

* Indebtedness of Loan Parties on a consolidated basis, to be calculated without duplication

** Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed by such Person (and in the event such Person has not assumed or otherwise become liable for payment of such obligation, the amount of such Indebtedness shall be the lesser of the amount of such obligation and the fair market value of such property)

(b) *Operating Cash Flow*

	Consolidated Net Income	$_____
*plus**	Federal, provincial, local and foreign taxes	$_____
plus	Consolidated Interest Expense	$_____
plus	Depreciation and amortization expense	$_____
plus	management fees paid**	$_____
plus	fees and expenses related to the Transactions	$_____
plus	proceeds of business interruption insurance	$_____
plus	costs, fees, etc. of certain permitted transactions***	$_____
plus	expenses etc. indemnified or reimbursed by unaffiliated Persons	$_____
plus	director fees, reimbursements and indemnifications	$_____
plus	indemnifications paid to officers and employees	$_____
plus	one-time compensation re: Transactions or Permitted Acquisitions	$_____
	Consolidated Operating Cash Flow	$_____

(c) *Total Leverage Ratio*

Total Leverage Ratio
(Ratio of Total Leverage Ratio Numerator (calculated in (a)) to Consolidated Operating Cash Flow calculated in (b))

_____ Total Leverage Ratio

Maximum Total Leverage Ratio _____

Compliance? **[Yes/No]**

---

* each item to be added only to the extent deducted in determining Consolidated Net Income

** not to exceed $600,000 in any Fiscal Year or $150,000 in any Fiscal Quarter, and payable not more than once each Fiscal Quarter

*** all costs, fees, expenses, charges and any one time payments made related to any Permitted Investment, Permitted Acquisition, permitted issuance of equity, permitted recapitalization, permitted reorganization, permitted Asset Sale, or issuance of Permitted Indebtedness

Section 7.16 Fixed Charge Coverage Ratio.

(a) *Numerator of Ratio*

Operating Cash Flow (as calculated above in (a) for *Total Leverage Ratio*) $_____

Numerator of Ratio $_____

(b) *Fixed Charges*

Consolidated Interest Expense (in cash) $_____

plus

Unfunded Capital Expenditures $_____

plus

Payments of cash Taxes $_____

plus

Scheduled payments of principal actually made with respect to Indebtedness, including the principal component of payments with respect to Capital Leases $_____

plus

Fixed Charges $_____

(c) *Fixed Charge Coverage Ratio*

Fixed Charge Coverage Ratio
(Ratio of Numerator (calculated in (a)) to Fixed Charges (calculated in (b)) _____

Minimum Fixed Charge Coverage Ratio 1.10 to 1.00

Compliance? **[Yes/No]**

EXHIBIT B TO COMPLIANCE CERTIFICATE

D

EXHIBIT D

This is the Exhibit marked "D" referred to in the Affidavit of John McMurray sworn before me this 20th day of April, 2010.

Notary Public in and for the Province of Ontario

SUBORDINATE CREDIT AGREEMENT

dated as of

October 23, 2007

among

1353537 ALBERTA LTD.
as Borrower,

The Lenders Party Hereto,

and

CANADIAN IMPERIAL BANK OF COMMERCE,
as Lead Arranger and Administrative Agent,

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EXHIBITS:

Exhibit A	-	Form of Assignment and Acceptance
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CREDIT AGREEMENT

THIS CREDIT AGREEMENT, dated as of October 23, 2007, is by and among 1353537 Alberta Ltd., a corporation incorporated in the province of Alberta, the Lenders from time to time party hereto, and CANADIAN IMPERIAL BANK OF COMMERCE, as Lead Arranger and Administrative Agent.

WITNESSETH:

WHEREAS, Borrower has requested the Lenders (such term and each other capitalized term used but not otherwise defined in the preamble or in the recitals having the meaning specified in Article I) to make the Term Loan to Borrower in the principal amount of $15,000,000 on the Closing Date on a non-revolving basis;

WHEREAS, on the Closing Date the proceeds of the Term Loan will be used to partially finance the Transactions and to pay fees and expenses in connection therewith; and

WHEREAS, the Lenders are willing to extend such credit to Borrower on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements contained herein, the Borrower, the Lenders and the Administrative Agent hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement (including the Schedules hereto), the following terms shall have the meanings specified below:

"Account" shall have the meaning given such term in the PPSA.

"Account Debtor" shall have the meaning given such term in the Security Agreement granted by the Borrower to the Administrative Agent.

"Administrative Agent" shall mean CIBC, in its capacity as administrative agent (and as security trustee under the Security Documents governed by English law or German law) for the Lenders.

"Administrative Questionnaire" shall mean an Administrative Questionnaire in the form supplied from time to time by the Administrative Agent.

"Affiliate" shall mean, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For purposes of this definition, neither any Lender nor any Affiliate of a Loan Party solely by reason of its ownership of or right to vote any Indebtedness or equity securities of such Loan Party.

"Agreement" shall mean this Credit Agreement.

"Approved Fund" shall mean any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Asset Sale" shall mean the sale, transfer or other disposition (including any casualty or condemnation) by a Loan Party or any Subsidiary to any Person other than a Loan Party of (a) any capital stock in any Person (other than its own capital stock) or (b) any other asset or right of such Loan Party.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an assignee (with the consent of any Person whose consent is required by Section 9.04(b), in the form of Exhibit A or such other form as shall be approved by the Administrative Agent.

"Audax" means each of Audax Private Equity Fund II, L.P., Audax Co-Invest, L.P., Audax Trust Co-Invest, L.P. and AFF Co-Invest, L.P.

"Bank Act Security" shall mean security delivered by Borrower to each Lender that is a bank listed under Schedule I, II or III of the Bank Act (Canada).

"Beneficiaries" shall mean (a) the Lenders and the Administrative Agent, (b) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (c) the successors and assigns of each of the foregoing.

"Board" shall mean the Board of Governors of the Federal Reserve System of the United States.

"Borrower" shall mean 1353537 Alberta Ltd., a corporation incorporated under the laws of the Province of Alberta.

"Borrower Security Agreement" shall mean the security agreement in form acceptable to the Administrative Agent, between Borrower and the Administrative Agent, for the benefit of the Beneficiaries.

"Business Day" shall mean any day (other than a Saturday, Sunday or legal holiday in the Province of Ontario or the Province of Saskatchewan) on which banks are open for business in Toronto and Saskatoon.

"Business Unit" shall mean the assets constituting the business, or a division or operating unit thereof, of any Person.

"Canadian Benefit Plans" shall mean all employee benefit plans of any nature or kind whatsoever (other than the Canadian Pension Plans) that are maintained or contributed to by a Loan Party.

"Canadian Pension Plans" shall mean each plan that is considered to be a pension plan for the purposes of the ITA or any applicable pension benefits standards statute and/or regulation in Canada and that is established, maintained or contributed to by a Loan Party for its current or former employees.

"Capital Expenditures" shall mean, for any period, all amounts that would be included as additions to property, plant and equipment and other capital expenditures on a consolidated statement of cash flows for the Loan Parties during such period in accordance with GAAP (excluding capitalized interest but including the amount of assets leased under any Capital Lease; provided, however, that Capital Expenditures shall not include the capitalized portion of any Permitted Acquisitions).

"Capital Lease" is defined in the definition of the term "Capital Lease Obligations".

"Capital Lease Obligations" of any Person shall mean the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof (each, a "Capital Lease"), which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP. For the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time, determined in accordance with GAAP.

A "Change in Control" shall be deemed to have occurred if (a) Audax and its affiliates shall cease to beneficially own, directly or indirectly, at least a majority of the voting and economic Equity Interests of Holdco on a fully diluted basis, or (b) Holdco shall cease to beneficially own, directly or indirectly, 100% of the voting and economic Equity Interests of Borrower and the Subsidiaries (except that the 100% figure above shall be 51% in the case of NorthStar Cover-All, LLC and 95% in the case of Cover-All Deutschland GmbH).

"CIBC" shall mean Canadian Imperial Bank of Commerce.

"Closing Date" shall mean the date upon which the Term Loan is advanced by the Lenders.

"Code" shall mean the Internal Revenue Code of 1986, or any successor statute thereto, as the same may be amended from time to time.

"Collateral" shall mean all the "Collateral" or the "Security Assets" as defined in any Security Document and/or any assets which are the subject of a security interest created under a Security Document.

"Compliance Certificate" is defined in Section 5.04(d).

"Contribution Notice" means a contribution as issued by the Pensions regulator under Section 38 or Section 47 of the UK Pensions Act 2004.

"Control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities or other Equity Interests, by contract or otherwise. "Controlling" and "Controlled" shall have meanings correlative thereto.

"Credit Transactions" is defined in Section 3.02.

"Default" shall mean any event or condition described in Article VIII that upon notice or expiration of any cure period set forth therein, or both will constitute an Event of Default.

"Default Rate" is defined in Section 2.07.

"Deposit Account" shall mean, with respect to any Person, any demand, time, savings, passbook or similar account of such Person maintained with a bank, savings and loan association, credit union or similar organization, whether now owned or existing or hereafter acquired or arising.

"Deposit Account Pledge Agreements" shall mean the Deposit Account Pledge Agreements entered into by the Loan Parties from time to time, in form and substance reasonably satisfactory to the Administrative Agent, in connection with all of the Deposit Accounts maintained by the Loan Parties (other than (i) payroll, tax withholding and trust accounts and (ii) any Deposit Accounts with an average monthly balance of less than $100,000).

"Dollars" and "$" shall mean lawful currency of Canada.

"Environmental Laws" shall mean all current and future federal, state, provincial, local and foreign laws, rules or regulations, codes, ordinances, orders, decrees, judgments or injunctions issued, promulgated, approved or entered thereunder or other requirements of Governmental Authorities or the common law, relating to protection of health and safety from environmental hazards, or pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of, or exposure to, pollutants, contaminants, chemicals or industrial, toxic or hazardous substances, or wastes into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances, or wastes, or underground storage tanks and emissions or releases therefrom.

"Equity Interests" shall mean, with respect to any Person, any and all shares, interests, participations or other equivalents, including membership interests (however designated, whether voting or nonvoting), of capital of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, such partnership, whether outstanding on the Closing Date or thereafter.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, or any successor statute, as the same may be amended from time to time.

"ERISA Affiliate" shall mean any trade or business (whether or not incorporated) under common control with the Borrower or any other Loan Party within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"Event of Default" is defined in Article VII.

"Equipment" shall mean all of the equipment of the Loan Parties, from time to time necessary or desirable for the conduct of the business of the Loan Parties.

"Excluded Issuances" shall mean the sale or issuance of equity securities of Holdco (i) to any Person who holds Equity Interests of Holdco as of the Closing Date or an Affiliate of such Person, (ii) to management, or (iii) the proceeds of which are used to (A) make permitted Capital Expenditures, (B) make Permitted Investments, or (C) make Restricted Payments permitted hereunder.

"Fees" shall mean the fees described in Section 2.05.

"Financial Officer" of any Person shall mean the chief financial officer, principal accounting officer, treasurer, controller or assistant treasurer of such Person.

"Financial Support Direction" means a financial support direction issued by the Pension Regulator under Section 43 of the UK Pensions Act 2004.

"Fiscal Quarter" shall mean, with respect to any Loan Party, a period of time covering Periods 1 to 4 (first Fiscal Quarter), Periods 5 to 7 (second Fiscal Quarter), Periods 8 to 10 (third Fiscal Quarter) or Periods 11 to 13 (fourth Fiscal Quarter) of each Fiscal Year of such Loan Party.

"Fiscal Year" shall mean the Fiscal Year of the Borrower, Holdco and the Subsidiaries beginning in each case on the first day of Period 1 of a calendar year and ending on the last day of Period 13 in the following calendar year.

"Fixed Charges" means, for any period, the sum, without duplication, of (a) cash Interest Expense (including, without limitation, the interest component of Capital Lease expense, commitment fees and letter of credit fees), and (b) scheduled amortization payments of principal actually made (specifically excluding prepayments of term loans under the credit agreement in relation to the Senior Loans) or scheduled to be made with respect to Indebtedness (other than payments of the revolving loans under the credit agreement in relation to the Senior Loans), including the principal component of payments with respect to Capital Leases as such scheduled payments may be reduced by the application of prepayments.

"Fixed Charge Coverage Ratio" shall, on any date of determination, mean the ratio of (a) Operating Cash Flow less payments of cash Taxes and unfunded Capital Expenditures (excluding any Capital Expenditures made through a Sale Proceeds Reinvestment), to (b) Fixed Charges, all determined for the period of four consecutive Fiscal Quarters ending on or most recently prior to such date.

For all reporting periods ending prior to the first anniversary of the Closing Date, (x) Fixed Charges shall be annualized and (y) cash Taxes and unfinanced Capital Expenditures shall be equal to the actual amounts expended in cash on such after the Closing Date through the end of such testing period.

"GAAP" shall mean generally accepted accounting principles in Canada which are in effect from time to time, as published in the Handbook of the Canadian Institute of Chartered Accountants, applied on a consistent basis.

"German Conditions Precedent" means (i) the repayment in full of the German Secured Indebtedness, (ii) the release and discharge of all Liens securing the German Secured Indebtedness, (iii) the resolution and filing of an amendment of the Organizational Documents of Cover-All Deutschland GmbH to remove any restriction as to the payment of dividends or other distributions to its shareholders, (iv) the granting by Cover-All Deutschland GmbH of a Guarantee Agreement, Guarantor Security Agreements and all related Loan Documents as required hereunder, and (v) the perfecting (of equivalent thereto under German law) of all Liens in favour of the Administrative Agent pursuant to the Guarantor Security Agreements granted by Cover-All Deutschland GmbH.

"German Non-Prepayable Indebtedness" means the outstanding indebtedness under two loan agreements each dated May 22, 2003 and made between Cover-All Deutschland GmbH and Stadtsparkasse Ochtrupp (renamed Verbundsparkasse Emsdetten – Ochtrupp) in a principal amount not exceeding €87,500, with respect to which no more than €37,500 may be secured by a Lien over the Accounts (but not over any other property) of Cover-All Deutschland GmbH; and for certainty, the principal amount of the German Non-Prepayable Indebtedness in excess of €37,500 shall be unsecured.

"German Secured Indebtedness" means Indebtedness of Cover-All Deutschland GmbH to, without limitation, VerbundSparkasse Emsdetten-Ochtrup, and Volksbank Ochtrup eG, pursuant to certain operating and term loan credit facilities set out in detail in Schedule 3.23 hereof, which Indebtedness shall not exceed the amount owing in respect thereof as of the Closing Debt, and which shall be fully cash collateralized except for (i) no more than €162,500 of the principal amount thereof plus (ii) the German Non-Prepayable Indebtedness (which for purposes of this Agreement shall not form part of the German Secured Indebtedness).

"Governmental Authority" shall mean any federal, state, provincial, regional, local or foreign court or governmental agency, authority, instrumentality or regulatory body.

"Guarantee" of or by any Person shall mean any obligation, contingent or otherwise (whether or not denominated as a guarantee), of such Person guaranteeing any Indebtedness of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness, (b) to purchase property, securities or services for the purpose of

assuring the owner of such Indebtedness of the payment of such Indebtedness or (c) to maintain working capital, equity capital or other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness; provided, however, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee at any time shall be deemed to be an amount equal to the least at such time of (x) the stated or determinable amount of the primary obligation in respect of which such Guarantee is made or (y) the maximum amount for which such Person may be liable pursuant to the terms of the instrument embodying such Guarantee (or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof), or (z) if recourse is limited to a specified asset, the fair market value of such asset.

"Guarantee Agreements" shall mean the guarantee agreements in form acceptable to the Administrative Agent entered into by each of the Guarantors for the benefit of the Beneficiaries.

"Guarantor Security Agreements" shall mean the security agreements in form acceptable to the Administrative Agent, between each Guarantor and the Administrative Agent, for the benefit of the Beneficiaries. For certainty, the Guarantor Security Agreements shall include any charge agreements, assignment agreements, pledge agreements, debentures, or other security agreements granted by a guarantor for the benefit of the Beneficiaries.

"Guarantors" shall mean Holdco and each Subsidiary that from time to time guarantees the Obligations pursuant to a Guarantee Agreement. For certainty, NorthStar Cover-All, LLC shall not be a Guarantor hereunder.

"Hazardous Materials" is defined in Section 3.14(d).

"Holdco" shall mean Cover-All Holding Corp., a Nova Scotia unlimited liability company.

"Indebtedness" of any Person shall mean all obligations of such Person for borrowed money, including without limitation (a) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (b) all obligations of such Person under conditional sale or other title retention agreements relating to assets purchased by such Person, (c) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable and similar accrued liabilities arising in the ordinary course of business), (d) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed by such Person (and in the event such Person has not assumed or otherwise become liable for payment of such obligation, the amount of Indebtedness under this clause (d) shall be the lesser of the amount of such obligation and the fair market value of such property), (e) all Guarantees of obligations that otherwise constitute "Indebtedness" hereunder by such Person, (f) all Capital Lease Obligations of such Person, (g) all obligations of such Person as an account party to reimburse any bank or any other Person in respect of amounts drawn under letters of credit. The Indebtedness of any Person

shall include the Indebtedness of any partnership in which such Person is a general partner, except to the extent such Indebtedness is expressly non-recourse to such Person.

"Indemnitee" is defined in Section 9.05(b).

"Information" is defined in Section 9.15.

"Insolvency Law" shall mean, to the extent applicable, (a) Title 11 of the United States Code, (b) the Bankruptcy and Insolvency Act (Canada), (c) the Companies' Creditors Arrangement Act (Canada) and (d) any similar federal, provincial, state, local or foreign bankruptcy or insolvency law, in each case as now constituted or hereafter amended or enacted.

"Intercreditor Agreement" shall mean an intercreditor agreement among the Borrower, the Administrative Agent and the administrative agent with respect to the Senior Loans, on terms satisfactory to the Lenders acting reasonably.

"Interest Expense" shall mean, for any period, the interest expense of the Loan Parties for such period determined on a consolidated basis in accordance with GAAP.

"Interest Payment Date" shall mean the last day of the Interest Period applicable to the Term Loan.

"Interest Period" shall mean the period commencing on the first day of each calendar month (except during calendar month in which the Term Loan is advanced, in which case the period shall commence on the Closing Date), and ending on the earlier of (i) the last day of such calendar month and (ii) the Maturity Date. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period.

"Inventory" shall have the meaning given such term in the Borrower Security Agreement.

"Investment" shall mean, as applied to any Person (the "investor"), any direct or indirect purchase or other acquisition by the investor of, or a beneficial interest in, stock or other securities of any other Person, including any exchange of equity securities for Indebtedness, or any direct or indirect loan, advance (other than advances to employees for moving and travel expenses, drawing accounts and similar expenditures in the ordinary course of business) or capital contribution by the investor to any other Person, including all Indebtedness and accounts receivable owing to the investor from such other Person that did not arise from sales or services rendered to such other Person in the ordinary course of the investor's business. Except for any Investment described in the immediately succeeding sentence, the amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment minus any amounts (a) realized upon the disposition of assets comprising an Investment (including the value of any liabilities assumed by any Person other than Borrower or any Subsidiary in connection with

such disposition), (b) constituting repayments of Investments that are loans or advances or (c) constituting cash returns of principal or capital thereon (including any dividend, redemption or repurchase of equity that is accounted for, in accordance with GAAP, as a return of principal or capital). For purposes of this Agreement, the redemption, purchase or other acquisition for value by Borrower or any Subsidiary of any shares of its capital stock from a Person other than Borrower or any other Subsidiary shall be deemed to be an "Investment" by Borrower or such Subsidiary in its shares of capital stock.

"ITA" shall mean the Income Tax Act (Canada), as amended, and any successor thereto, and any regulations promulgated thereunder.

"Lead Arranger" shall mean CIBC.

"Lenders" shall mean the Persons listed on Schedule 2.01 (and their respective successors, which shall include any entity resulting from a merger or consolidation) and any other Person that shall have become a party hereto pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance.

"Lenders' Counsel" shall mean Borden Ladner Gervais LLP.

"Lien" shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, assignment for security, hypothecation, encumbrance, charge or security interest in or on such asset, and (b) the interest of a vendor or a lessor under any conditional sale agreement, Capital Lease or title retention agreement relating to such asset.

"Loan Documents" shall mean this Agreement, the Notes, the Security Documents, the Guarantee Agreements, all agreements, instruments and documents which create or perfect any of the Liens securing the Obligations or create any obligation between any Loan Party and the Administrative Agent or any Lender, each Notice of Borrowing and Compliance Certificate, and all agreements, instruments and documents that are agreed to by Borrower and the Administrative Agent to constitute a "Loan Document" hereunder heretofore, now or hereafter executed by or on behalf of any Loan Party and delivered to or for the benefit of the Administrative Agent or any Lender in connection this Agreement, and all renewals, replacements, consolidations, substitutions and extensions of any of the foregoing.

"Loan Party" shall mean Holdco, Borrower and each Subsidiary.

"Margin Stock" shall have the meaning given such term under Regulation U.

"Material Adverse Effect" shall mean any act, omission, event or undertaking which would, singly or in the aggregate, have a materially adverse effect upon (a) the business, assets, properties, liabilities, financial condition or results of operations or business prospects of the Loan Parties taken as a whole, (b) the ability of the Loan Parties taken as a whole to perform any obligations under the Loan Documents, (c) the legality, validity, binding effect, enforceability or admissibility into evidence of the Loan Documents or the ability of the

Administrative Agent or any Lender to enforce any rights or remedies under or in connection with the Loan Documents or (d) the perfection or priority of the Administrative Agent's Lien on the Collateral.

"Material Contract" shall mean any contract to which as Loan Party is or becomes a party that provides for payments by or to a Loan Party in excess of $250,000.

"Maturity Date" shall mean the date which is 66 months after the Closing Date.

"Mortgages" means such mortgages of the Loan Parties' interests in real property as are required by the Administrative Agent and the Lender, in form and on terms satisfactory to the Administrative Agent and the Lenders.

"Multiemployer Plan" shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which Borrower or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code) is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"Net Income" shall mean, for any period, the net income (or loss) of Borrower and the Subsidiaries on a consolidated basis for such period taken as a single accounting period determined in conformity with GAAP (incuding, for certainty, adjustments to reflect minority interests in non-wholly owned Subsidiaries), provided that there shall be excluded from such calculation: (a) the net income (or net loss) of any other Person accrued prior to the date it becomes a Subsidiary of, or is merged into or consolidated with, the Person whose Net Income is being determined or a Subsidiary of such Person, (b) any restoration of any contingency reserve not in the ordinary course of business, except to the extent that provision for such reserve was made out of income during such period, (c) any net gains or losses on the sale or other disposition, not in the ordinary course of business, of any assets, or discontinued operations, (d) any net gain arising from the collection of the proceeds of any insurance policy, (e) any writeup of any asset, except any write-up of any asset in the ordinary course of such Person's business in accordance with the percentage of completion rules under GAAP, and (f) any other non-cash, extraordinary, unusual or non-recurring item.

"NorthStar Negative Pledge" means an agreement granted by NorthStar Cover-All, LLC in favour of the Administrative Agent for the benefit of the Beneficiaries, whereby NorthStar Cover-All, LCC covenants and agrees, on terms acceptable to the Administrative Agent, not to incur any Indebtedness other than Indebtedness expressly permitted thereby.

"Notes" shall mean the promissory notes executed by Borrower and delivered to the Lenders evidencing such Lender's Term Loan.

"Notice of Borrowing" is defined in Section 2.03.

"Obligations" shall mean, without duplication, (a) the due and punctual payment by Borrower of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Term Loan made to Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of Borrower to any of the Administrative Agent and the Lenders under this Agreement and each of the other Loan Documents, including obligations to pay Fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise, arising under the Loan Documents (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual payment of all the monetary obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents, including obligations in respect of overdrafts, temporary advances, interest and fees.

"Operating Cash Flow" shall mean, for any period, the sum (without duplication) of the amounts for such period of Net Income plus, in each case to the extent deducted in determining such Net Income (except in the case of (f)), (a) all federal, provincial, state, local and foreign taxes, (b) Interest Expense, (c) depreciation and amortization expense, (d) management fees and transaction fees and expense reimbursements and indemnities paid in the ordinary course of business in connection therewith (e) all fees and expenses related to the Transactions, (f) the proceeds of any business interruption insurance, (g) all costs, fees, expenses, charges and any one time payments made related to any Permitted Investment, Permitted Acquisition, permitted issuance of equity, permitted recapitalization, permitted reorganization, permitted Asset Sale, or issuance of Indebtedness permitted pursuant to Section 6.01, (h) all expenses and charges indemnified or reimbursed by unaffiliated Persons, (i) all director fees, expense reimbursements and indemnifications paid in the ordinary course of business, (j) all indemnifications paid to officers and employees in the ordinary course of business, and (k) all one-time compensation expenses paid in connection with the Transactions or any Permitted Acquisition; and provided that solely for the purpose of calculating compliance with Section 6.13,and Section 6.14, (i) the Operating Cash Flow of any Persons acquired during such period shall be calculated as though such Person had been acquired on the first day of such period, and (ii) the Operating Cash Flow shall be calculated with the addition or subtraction of the following adjustments and such other adjustments as are reasonably acceptable to the Required Lenders:

Fiscal Year 2007	Periods 11-13	($417,000)
Fiscal Year 2008	Periods 1-4	$58,000
Fiscal Year 2008	Periods 5-7	$171,000
Fiscal Year 2008	Periods 8-10	($125,000)

"Organizational Documents" means, with respect to any Person, such Person's memorandum, notice of articles, articles, certificate of incorporation or formation, bylaws, partnership agreement, operating agreement, joint venture agreement or other similar governing documents and any document setting forth

the designation, amount and/or relative rights, limitations and preferences of any class of such Person's capital stock, partnership interests, membership interests or other equivalent interests.

"Other Taxes" is defined in Section 2.15(b).

"Original Obligations" has the meaning given to that term in Section 3.17.

"Parallel Debt Security" has the meaning given to that term in Section 3.17.

"Parallel Obligations" has the meaning given to that term in Section 3.17.

"Pension Plan Event" shall mean (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by any Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by any Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by any Loan Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (g) the receipt by any Loan Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Loan Party or any ERISA Affiliate of any notice, concerning the imposition of a withdrawal liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA; (h) a Governmental Authority gives notice of its intention to terminate, in whole or in part, a Canadian Pension Plan, or to appoint an administrator of a Canadian Pension Plan, or Borrower, any Subsidiary or any other Loan Party declares or gives notice of intention to declare a wind up of a Canadian Pension Plan, in whole or in part, or any of the Canadian Pension Plans individually or in the aggregate have an unfunded actuarial liability or solvency deficiency (within the meaning of applicable laws) that exceeds $500,000; or (i) the Pensions Regulator issues a Financial Support Direction or a Contribution Notice to any Loan Party.

"Pensions Regulator" means the body corporate called the Pensions Regulator established under Part I of the UK Pensions Act 2004.

"Period" means any one of the periods in Borrower's Fiscal Year, such periods from the Closing Date to the Maturity Date being set out specifically in Schedule 1.01; and any Period referred to in this Agreement followed by a numerical indicator shall mean the Period identified by that number for a particular Fiscal Year in Schedule 1.01.

"Permitted Acquisition" shall have the meaning set out in Section 6.05.

"Permitted Acquisition Expenses" means (a) cash consideration paid by Borrower or any of its or Holdco's wholly-owned Subsidiaries to acquire assets, capital stock or a Business Unit in connection with a Permitted Acquisition made in accordance with Section 6.05, (b) bona fide direct costs and expenses incurred as a result of a Permitted Acquisition (including costs and expenses related to the shutdown of facilities and employee severance) to the extent such costs and expenses (i) are capitalized as part of the cost of the Permitted Acquisition in the consolidated financial statements of Borrower and (ii) are paid by a Loan Party no more than 365 days from the date of such Permitted Acquisition, and (c) bona fide direct costs and expenses paid in connection with such Permitted Acquisition, including reasonable commissions and fees and expenses of professional advisors and any title and recordation expenses.

"Permitted Discretion" shall mean the Administrative Agent's reasonable judgment exercised in good faith based upon its consideration of any factor which the Administrative Agent believes in good faith: (a) will or could adversely affect the value of any Collateral, the enforceability or priority of the Administrative Agent's Liens thereon or the amount which the Administrative Agent, the Lenders would be likely to receive (after giving consideration to delays in payment and costs of enforcement) in the liquidation of such Collateral; (b) suggests that any collateral report or financial information delivered to the Administrative Agent by Borrower is incomplete, inaccurate or misleading in any material respect; or (c) materially increases the likelihood of a bankruptcy, reorganization or other insolvency proceeding involving a Loan Party.

"Permitted Investments" shall mean any of the following:

(a) any evidence of Indebtedness, maturing not more than one year after the acquisition thereof, issued by Canada or the United States of America, or any instrumentality or agency thereof and guaranteed fully as to principal, interest and premium, if any, by Canada or the United States of America;

(b) any certificate of deposit, maturing not more than one year after the date of purchase, issued by a commercial banking institution that has long-term debt rated "A" or higher by Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's Ratings Services ("S&P") and which has a combined capital and surplus and undivided profits of not less than U.S.$500,000,000;

(c) commercial paper (i) maturing not more than 365 days after the date of purchase and (ii) issued by a corporation (other than a Loan Party or any Affiliate of a Loan Party) with a rating, at the time as of which any determination thereof is to be made, of "P-1" or higher by Moody's or "A-1" or higher by S&P (or equivalent rating in the case of a Permitted Investment made by a foreign Subsidiary);

(d) demand deposits with any bank or trust company;

(e) loans by a Loan Party to any other Loan Party; provided that if such loan is evidenced by a demand note or other instrument which is secured or

by chattel paper, such note, instrument or chattel paper shall be delivered to the Administrative Agent;

(f) loans to elderly part-time employees (*Altersteilzeitgesetz*), to the extent required under German law;

(g) repurchase agreements with a term of not more than 30 days with respect to Indebtedness issued by Canada or the United States of America, or any instrumentality or agency thereof and guaranteed fully as to principal, interest and premium, if any, by Canada or the United States of America;

(h) Any mutual or money market funds composed exclusively of the foregoing (other than (e);

(i) Investments in securities of Account Debtors received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such Account Debtors;

(j) Investments listed on Schedule 6.09and agreed to by the Administrative Agent in its Permitted Discretion;

(k) earnest money required in connection with permitted Investments;

(l) any Loan Party may make a loan or an Investment that could otherwise be made as a Restricted Payment;

(m) any Loan Party may capitalize or forgive any Debt owed to it by any other Loan Party (other than non wholly-owned Subsidiaries);

(n) (A) travel and moving advances given to employees and directors in the ordinary course of business and (B) other emergency or special circumstance advances given to employees not to exceed in the case of (A) and (B) taken together $250,000 in the aggregate outstanding at any time;

(o) Investments received as the non-cash portion of consideration received in connection with dispositions permitted under this Agreement;

(p) Equity Investments in Subsidiaries; and

(q) other Investments not listed above in an aggregate amount not to exceed $100,000 at any one time in the aggregate.

"Permitted Liens" shall mean, with respect to any Person, any of the following:

(a) Liens for taxes, assessments or other governmental charges or levies not yet due and payable or which are being contested in good faith by appropriate proceedings diligently pursued, provided that (i) any proceedings commenced for the enforcement of such Liens shall have been duly suspended and (ii) full provision for the payment of all such

taxes known to such Person has been made on the books of such Person if and to the extent required by GAAP;

(b) Builders', mechanics', materialmen's, carriers', warehousemen's, landlord's and similar Liens arising by operation of law and in the ordinary course of business and securing obligations of such Person that are either (i) less than $200,000 in the aggregate or (ii) not overdue for a period of more than 60 days or are being contested in good faith by appropriate proceedings diligently pursued, provided that in the case of any such contest (A) any proceedings commenced for the enforcement of such Liens shall have been suspended and (B) full provision for the payment of such Liens has been made on the books of such Person if and to the extent required by GAAP;

(c) Liens arising in connection with worker's compensation, unemployment insurance, old age pensions and social security benefits that are not overdue or are being contested in good faith by appropriate proceedings diligently pursued, provided that in the case of any such contest (i) any proceedings commenced for the enforcement of such Liens shall have been duly suspended and (ii) full provision for the payment of such Liens has been made on the books of such Person if and to the extent required by GAAP;

(d) Liens required under or created by German law in favour of elderly part-time employees (*Altersteilzeitgesetz*);

(e) (i) Liens incurred or deposits made in the ordinary course of business to secure the performance of bids, tenders, statutory obligations, fee and expense arrangements with trustees and fiscal agents (exclusive of obligations incurred in connection with the borrowing of money or the payment of the deferred purchase price of property) and (ii) Liens securing surety, indemnity, performance, appeal and release bonds, in the case of either clause (i) or (ii), securing such obligations and (A) also fully secured by a letter of credit issued by the operating lender under the credit agreement in relation to the Senior Loans, or (B) otherwise in an amount outstanding at any time not to exceed individually or in the aggregate $20,000,000, provided that full provision for the payment of all such obligations has been made on the books of such Person if and to the extent required by GAAP, and that any Lien in favour of the Administrative Agent under this Agreement and the credit agreement in respect of the Subordinated Loan has priority over any consensual Lien in favour of such surety or similar Person;

(f) imperfections of title, covenants, restrictions, rights of way, easements, servitudes, mineral interest reservations, municipal and zoning ordinances, general real estate taxes and assessments not yet delinquent and other encumbrances on real property that (i) do not arise out of the incurrence of any Indebtedness for money borrowed and (ii) do not interfere with or impair in any material respect the utility, operation, value or marketability of the real property on which such Lien is imposed;

(g) the rights of collecting banks or other financial institutions having a right of setoff, revocation, refund, pledge, chargeback or similar rights under customary general terms and conditions with respect to money or instruments on deposit with or in the possession of such financial institution;

(h) leases or subleases granted to others not interfering in any material respect with the business of Borrower or any Subsidiary and any interest or title of a lessor under any lease (whether a Capital Lease or an operating lease) permitted by this Agreement or the Security Documents;

(i) Liens on accounts receivable for which attempts at collection have been undertaken by a third party authorized by the Person owning such accounts receivable;

(j) Liens arising from UCC or PPSA financing statements (or analogous personal property security filings or registrations in other jurisdictions) regarding operating leases;

(k) Liens in favour of the Administrative Agent on behalf of the Lenders;

(l) all reservations in the original grant from the Crown of any lands or interests therein and statutory exceptions, qualifications and reservations in respect of title;

(m) attachments, appeal bonds, judgments and other similar Liens with respect to judgements not otherwise constituting an Event of Default under Section 8(j);

(n) Liens exclusively on the proceeds of insurance and premium refunds in connection with the financing of insurance premiums;

(o) Liens encumbering customary initial deposits and margin deposits, and similar Liens in favour of the broker thereof attaching to commodity trading accounts and other brokerage accounts incurred in the ordinary course of business to the extent that the underlying Investment is permitted hereunder;

(p) Liens on goods in the possession of customs authorities in favour of such customs authorities which secure payment of customs duties in connection with importation of goods;

(q) Liens deemed to exist in connection with permitted repurchase obligations or set-off rights;

(r) Liens in favour of collecting banks arising under Section 4-210 of the UCC;

(s) Liens in respect of the Senior Loans;

(t) Liens existing on the Closing Date (and for up to 30 days thereafter) against the property of Cover-All Deutschland GmbH and securing the German Secured Indebtedness; and

(u) Liens existing on the Closing Date against the Accounts of Cover-All Deutschland GmbH and securing up to €37,500 of the German Non-Prepayable Indebtedness.

Any reference in any of the Loan Documents to a Permitted Lien is not intended to and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Lien created by any of the Loan Documents to any Permitted Lien.

"Person" shall mean any natural person, corporation, legal person, business trust, joint venture, association, company, limited liability company, partnership or government, or any agency or political subdivision thereof.

"PIK Interest" the amount of interest payable by the Borrower in respect of the Term Loan on an Interest Payment Date, multiplied by (3.25 / 14.25).

"Plan" shall mean any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"PPSA" shall have the meaning given such term in the Borrower Security Agreement.

"Prime Rate" shall mean, for each day in any period, a fluctuating interest rate per annum as shall be in effect from time to time, which rate per annum shall at all times for such day be equal to the higher of (a) the annual rate of interest announced publicly by the Administrative Agent and in effect as its prime rate at its principal office in Toronto, Ontario on such day for determining interest rates on Dollar-denominated commercial loans made in Canada and (b) 1.00% per annum above the CDOR Rate in effect on such date. Each change to the Prime Rate shall be effective on the date such change is publicly announced as being effective.

"Purchase Agreement" shall mean that certain Share Purchase Agreement dated as of the Closing Date by and among Holdco, the Borrower, the Vendors (as defined therein) and the various other parties thereto, in respect of, *inter alia*, the purchase and sale of the Purchased Shares (as defined therein).

"Purchase Transactions" is defined in Section 3.02.

"Real Properties" shall mean each parcel of real property identified on Section 3.19, together with all fixtures thereon.

"Register" is defined in Section 9.04(d).

"Regulation T" shall mean Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation U" shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation X" shall mean Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Required Lenders" shall mean, as of the date of determination thereof, the Lenders having at least 66 2/3% of the sum of the aggregate principal amount of Term Loan; provided that if there are only two Lenders, then "Required Lenders" shall mean both Lenders.

"Responsible Officer" of any Person shall mean the chief executive officer, president, any Financial Officer or any vice president of such Person and any other officer or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement.

"Restricted Payment" shall mean (a) any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party, now or hereafter outstanding, (b) any redemption, retirement, sinking fund or similar payment, purchase, exchange or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party, now or hereafter outstanding, (c) any payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire Equity Interests of any Loan Party; (d) any payment of a claim for the rescission of the purchase or sale of, or for material damages arising from the purchase or sale of, any Equity Interests of any Loan Party or of a claim for reimbursement, indemnification or contribution arising out of or related to any such claim for damages or rescission; (e) any payment, loan, contribution, or other transfer of funds or other property to any holder of Equity Interests of any Loan Party other than payment of compensation (which compensation shall exclude any shareholder or equity distributions) in the ordinary course of business to holders who are employees or directors of such Loan Party; (f) any redemption, repurchase or prepayment or other retirement, prior to the stated maturity thereof or prior to the due date of any regularly scheduled instalment or amortization payment with respect thereto, of any Indebtedness of a Person (other than the Obligations and trade debt); and (g) any payment of management fees (or other fees of a similar nature) or out-of-pocket expenses in connection therewith by any Loan Party to any holder of Equity Interests of any Loan Party or its Affiliates.

"Sale/Leaseback Transaction" shall mean an arrangement, direct or indirect, whereby any Loan Party shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred.

"Schedule I Bank" shall mean a bank that is a Canadian chartered bank listed on Schedule I under the Bank Act (Canada).

"Security Agreements" shall mean the Borrower Security Agreement and the Guarantor Security Agreements.

"Security Documents" shall mean the Mortgages, Security Agreements, the Deposit Account Pledge Agreements, the Bank Act Security, the Notes, the NorthStar Negative Pledge, financing statements and all other similar agreements, assignments, instruments and documents delivered to the Administrative Agent from time to time to create, evidence or perfect Liens securing the Obligations, and all renewals, replacements, consolidations, substitutions and extensions of any of the foregoing.

"Senior Loans" means the loans made pursuant to credit facilities in the aggregate principal amount of up to $54,000,000, pursuant to a credit agreement of even date herewith among the Borrower, the lenders party thereto and Canadian Imperial Bank of Commerce as administrative agent and lead arranger, and includes any extension, renewal, refunding or refinancing of any Senior Loans.

"Standard Time" shall mean eastern standard time or eastern daylight savings time, as applicable on the relevant date.

"Subordinated Debt" means Indebtedness of the Borrower that has been subordinated and postponed to the Obligations on terms and conditions, and pursuant to documentation, reasonably acceptable to the Lenders.

"subsidiary" shall mean, with respect to any Person (herein referred to as the "parent"), any corporation, partnership, association or other business entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership or membership interests are, at the time any determination is being made, owned, controlled or held by, or otherwise Controlled by, the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" shall mean, unless the context indicates otherwise, any direct or indirect subsidiary of Holdco or Borrower.

"Swap Agreement" means any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a Loan Party against fluctuations in interest rates, currency exchange rates or commodity prices.

"Taxes" is defined in Section 2.15(a).

"Term Borrowing" shall mean a Borrowing comprised of the Term Loan.

"Term Commitment" shall mean, with respect to each Lender, the commitment of such Lender to make the Term Loan hereunder as set forth on Schedule 2.01 or in

the Assignment and Acceptance pursuant to which such Lender assumed its Term Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.08 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04.

"Term Lenders" shall mean the Lenders having Term Commitments or holding a Term Loan and which shall not be non-residents of Canada or which shall be deemed to be residents in Canada for purposes of Subsection 212(13.3) of the ITA in respect of any amount paid or credited hereunder in respect of such Term Commitments and Term Loans.

"Term Loan" shall mean a term loan made by a Lender to Borrower pursuant to Section 2.02 or the aggregate term loan made to the Borrower by the Lenders on the Closing Date, as the context may warrant.

"Total Leverage Ratio" shall mean, on any date of determination, the ratio obtained by dividing (a) Indebtedness of Borrower and the Subsidiaries on such date less (i) all cash and cash equivalents on hand and (ii) the cash collateralized portion of the German Secured Indebtedness, by (b) Operating Cash Flow for the period of four consecutive Fiscal Quarters ending on or most recently prior to such date.

"Transactions" is defined in Section 3.02.

"Transferee" is defined in Section 2.15(a).

"U.S. Newco" means Cover-All U.S. Holding Corp.

"Vendors" means the vendors under the Purchase Agreement.

"wholly owned", when used in reference to any subsidiary of a Person, shall mean any subsidiary of such Person of which securities (except for directors' qualifying shares) or other ownership interests representing 100% of the equity or 100% of the ordinary voting power or 100% of the general partnership or membership interests are, at the time any determination is being made, owned, controlled or held by such Person or one or more wholly owned subsidiaries of such Person or by such Person and one or more wholly owned subsidiaries of such Person.

SECTION 1.02. Terms Generally. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context shall otherwise require, all references herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof. Each reference to any Loan Document or any other document or agreement shall be deemed to be a reference to such Loan Document, document or agreement as

amended, restated, waived, supplemented or otherwise modified from time to time in accordance with the provisions hereof and thereof.

SECTION 1.03. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if Borrower notifies the Administrative Agent that it requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if Administrative Agent notifies Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding the foregoing, for purposes of this Agreement, to the extent that insurance is prepaid by issuance of a promissory note or other debt instrument (an "insurance note") by the insured party, the obligations under the insurance note shall not be considered to be a liability of the insured party, and the insurance premiums so prepaid shall not be considered to be an asset of the insured party.

ARTICLE II

The Credits

SECTION 2.01. Term Commitments.

Subject to the terms and conditions and relying on the representations and warranties set forth herein, each Term Lender agrees, severally and not jointly, to make to Borrower on the Closing Date a Term Loan in an aggregate principal amount equal to its Term Commitment. Each Term Loan shall be denominated in Dollars.

SECTION 2.02. Term Loan.

(a) The Term Loan shall be made by the Lenders rateably in accordance with their respective applicable Term Commitments; provided, however, that the failure of any Lender to make a Term Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make the Term Loan required to be made by such other Lender).

(b) Each Lender may at its option fulfill its Term Commitment by causing any domestic or foreign branch or Affiliate of such Lender to make such Term Loan; provided, however, that any exercise of any such option shall not (A) affect the obligation of Borrower to repay such Term Loan in accordance with the terms of this Agreement or (B) require any reimbursement or other payment to be made to such Lender or its Affiliates pursuant to Section 2.15 in an amount in excess of the amounts that would have been payable thereunder to such Lender had such Lender not exercised such option.

(c) Each Lender shall make a Term Loan in the amount of its pro rata portion, as determined under Section 2.12, of each Borrowing hereunder on the Closing Date by wire transfer of immediately available funds not later than 2:00 p.m., Standard Time, to the account of the

Administrative Agent most recently designated by such agent for such purpose, and the Administrative Agent shall promptly credit the amounts so received to the general Deposit Account of Borrower or, if a Borrowing shall not occur on such date because any condition precedent specified herein shall not have been met, return the amounts so received to the respective Lenders. Unless the Administrative Agent shall have received notice from a Lender prior to the Closing Date that such Lender will not make available to the Administrative Agent such Lender's portion of the Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of the Borrowing in accordance with this paragraph (b), and the Administrative Agent may, in reliance upon such assumption, make available to Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have made such portion available to the Administrative Agent, such Lender and Borrower severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount, together with interest thereon for each day from the date such amount is made available to Borrower until the date such amount is repaid to the Administrative Agent at (i) in the case of Borrower, the interest rate applicable at the time to the Term Loan comprising such Borrowing and (ii) in the case of such Lender, the rate determined by the Administrative Agent to represent its cost of obtaining overnight Dollars. If such Lender shall repay to the Administrative Agent such corresponding amount, such amount shall be deemed to constitute such Lender's Term Loan as part of such Borrowing for purposes of this Agreement.

SECTION 2.03. Notice of Borrowings. To request the advance of the Term Loan on the Closing Date, Borrower shall give the Administrative Agent written or fax notice substantially in the form of Exhibit C hereto (a "Notice of Borrowing") (or telephone notice promptly confirmed in writing or by fax), not later than 1:00 p.m. Standard Time, one Business Day before the Closing Date. Such notice shall be irrevocable and shall refer to this Agreement and specify the following information:

(i) the date of the Borrowing (which shall be a Business Day); and

(ii) the number and location of the account to which funds are to be disbursed;

provided, however, that, notwithstanding any contrary specification in any such notice, the Borrowing shall comply with the requirements set forth in Section 2.02. The Administrative Agent shall promptly advise the applicable Lenders of any notice given pursuant to this Section 2.03, and of each such Lender's portion of the requested Borrowing.

SECTION 2.04. Repayment of Loans; Evidence of Debt.

(a) Borrower hereby unconditionally promises to pay to the Administrative Agent, for the account of Lender, the then unpaid principal amount of each Term Loan of such Lender in such amounts and on such dates as provided in Section 2.09. The Term Loan shall bear interest from and including the Closing Date on the outstanding principal balance thereof as set forth in Section 2.06.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness to such Lender resulting from the Term Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent shall maintain accounts in which it will record (i) the amount of the Term Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from Borrower or any Guarantor, and each Lender's share thereof.

(d) The entries made in the accounts maintained by the Lenders and the Administrative Agent pursuant to paragraphs (b) and (c) above shall, to the extent permitted by applicable laws, be prima facie evidence of the existence and amounts of the obligations therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of Borrower to repay the Term Loan in accordance with their terms.

(e) Any Lender may request that Term Loans made by it hereunder be evidenced by a promissory note. In response to any such request, Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns substantially in the form acceptable to such Lender. Notwithstanding any other provision of this Agreement, in the event that any Lender shall request and receive such a promissory note, the Term Loan evidenced by such promissory note and interest payable on such Term Loan shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes, if any, payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.05. Fees.

(a) Borrower agrees to pay to the Administrative Agent, for its own account, the administration fees at the times and in the amounts agreed upon by Borrower and the Administrative Agent. Such fees shall be paid on the dates due, in Dollars in immediately available funds, to the Administrative Agent. Once paid, none of the fees shall be refundable under any circumstances (other than corrections of errors in payment).

SECTION 2.06. Interest on Term Loan.

(a) Subject to the provisions of Section 2.07, the Term Loan shall bear interest (payable monthly in arrears, and computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be) at 14.25% per annum.

(b) Interest on the Term Loan shall be payable on the Interest Payment Dates applicable and at such other times as are specified in this Agreement.

(c) Notwithstanding (b) above, unless the Borrower gives prior written notice to the contrary to the Administrative Agent, the PIK Interest payable on any Interest Payment Date shall not be required to be paid in cash by the Borrower, but instead shall be added to and form part of the principal amount of the Term Loan from and including such Interest Payment Date.

(d) For the purposes of the Interest Act (Canada) and disclosure thereunder, whenever any interest or fee to be paid hereunder or in connection herewith is to be calculated on the basis of any period of time that is less than a calendar year, the yearly rate of interest to

which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 365 or 366, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

SECTION 2.07. Default Interest. If there shall occur and be continuing an Event of Default, and the Borrower shall have received written notice that the Required Lenders have so elected, from and after the date of receipt of such notice, the unpaid principal amount of the Term Loan and other Obligations shall bear interest for each day from the date of such Event of Default until such Event of Default shall have been cured or waived at 16.25% per annum (the "Default Rate"), payable on demand. The interest rate provided for in the preceding sentence shall, to the extent permitted by applicable law, apply to and accrue on the amount of any judgment entered with respect to any Obligation and shall continue to accrue at such rate during any bankruptcy proceeding.

SECTION 2.08. Termination and Reduction of Term Commitments.

(a) The Term Commitments shall terminate at 5:00 p.m., Standard Time, on the Closing Date.

(b) Nothing in this Section 2.08 shall prejudice any rights that either Borrower may have against any Lender that fails to lend as required hereunder prior to the date of termination of any Term Commitment.

SECTION 2.09. Repayment of Term Borrowings.

The Term Loan shall be due and payable in full on the Maturity Date, along with all other Obligations then outstanding.

SECTION 2.10. Optional Prepayments.

(a) Borrower shall have the right at any time and from time to time to prepay the Term Loan, in whole or in part, upon written or fax notice (or telephone notice promptly confirmed by written or fax notice) delivered to the Administrative Agent by 1:00 p.m., Standard Time, of at least five Business Days prior to the date designated for such prepayment; provided, however, that each partial payment shall be in an amount that is a minimum amount of $1,000,000 and in an integral multiple of $100,000.

(b) Each notice of optional prepayment shall specify (i) the amount to be prepaid, and (ii) the prepayment date. Each notice of optional prepayment shall be irrevocable and shall commit Borrower to prepay such obligations by the amount specified therein on the date specified therein. Concurrently with any such prepayment, the Borrower shall make an additional bonus interest payment on the amount so prepaid, payable to the Administrative Agent on behalf of the Lenders as follows:

(i) 5.0% of the amount prepaid from and including the Closing Date to and including the first anniversary of the Closing Date;

(ii) 3.0% of the amount prepaid from and including the day following the first anniversary of the Closing Date to and including the second anniversary of the Closing Date; and

(iii) 2.0% of the amount prepaid from and including the day following the second anniversary of the Closing Date to and including the third anniversary of the Closing Date.

For greater certainty, no one-time bonus interest payment shall be payable in respect of any prepayments of the Term Loan subsequent to the third anniversary of the Closing Date.

SECTION 2.11. Reserve Requirements; Change in Circumstances; Increased Costs.

(a) Notwithstanding any other provision herein, if after the Closing Date any change in applicable law or regulation or in the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof (whether or not having the force of law) shall impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of or credit extended by any Lender or shall impose on any Lender or the Canadian interbank market any other condition affecting this Agreement or Term Loans made by such Lender (except for changes in the rate or tax on the overall net income of such Lender or its lending office imposed by the jurisdiction in which such Lender's principal executive office or lending office is located), and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining the Term Loan or to reduce the amount of any sum received or receivable by any Lender hereunder (whether of principal, interest or otherwise) by an amount deemed by such Lender to be material, then Borrower will pay to such Lender, following receipt by Borrower of a certificate of such Lender to such effect in accordance with Section 2.11(c), such additional amount or amounts as will compensate such Lender on an after-tax basis for such additional costs incurred or reduction suffered.

(b) If any Lender shall have determined that the adoption after the Closing Date of any law, rule, regulation, agreement or guideline regarding capital adequacy, or any change in any of the foregoing or in the interpretation or administration of any of the foregoing by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or any lending office of such Lender) or any Lender's holding company, if any, with any request or directive regarding capital adequacy issued under any law, rule, regulation or guideline (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Term Loan made by such Lender, to a level below that which such Lender or such Lender's holding company, if any, could have achieved but for such applicability, adoption, change or compliance (taking into consideration such Lender's policies and the policies of such Lender's holding company, if any, with respect to capital adequacy), then from time to time Borrower shall pay to such Lender, following receipt by Borrower of a certificate of such Lender such effect in accordance with Section 2.11(c), such additional amount or amounts as will compensate such Lender or such Lender's holding company, if any, on an after-tax basis for any such reduction suffered.

(c) A certificate of a Lender setting forth such amount or amounts as shall be necessary to compensate such Lender or its holding company, if any, as specified in paragraph (a) or (b) above, as the case may be, and setting forth in reasonable detail an explanation of the basis of requesting such compensation in accordance with paragraph (a) or (b) above, including calculations in reasonable detail, shall be delivered to Borrower and shall be conclusive absent manifest error. Borrower shall pay such Lender the amount shown as due on any such certificate delivered by it within 10 days after Borrower's receipt of the same; provided that Borrower shall not be required to compensate a Lender (or Transferee) or the Administrative Agent pursuant to this Section 2.11 for any amounts incurred more than six months prior to the date such Lender (or Transferee), the Administrative Agent, as the case may be, notifies the Borrower of its intention to claim compensation therefor; provided further, that if the circumstances giving rise to such claim have a retroactive effect, then such six month period shall be extended to include such period of retroactive effect; provided further that if Borrower reasonably believes that the condition or event giving rise to the payment of any additional amount to a Lender (or Transferee) or Administrative Agent pursuant to this Section 2.11 was not correctly interpreted, asserted or applied, such Lender (or Transferee) or Administrative Agent will use reasonable efforts to cooperate with the Borrower to contest the application of the change in law, regulation or interpretation so long as such efforts would not, in the sole determination of such Lender result in any non-reimbursable additional costs, expenses or risks or be otherwise disadvantageous to it (unless the Borrower agree to reimburse such Lender for the reasonable incremental out-of-pocket costs thereof).

(d) Failure on the part of any Lender to demand compensation for any increased costs or reduction in amounts received or receivable or reduction in return on capital with respect to any period shall not constitute a waiver of such Lender's right to demand compensation with respect to such period or any other period. The benefits of this Section 2.11 shall be available to each Lender regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition that shall have occurred or been imposed; provided that the Loan Parties shall not be responsible for costs under this Section 2.11 arising more than 180 days prior to receipt by such Loan Parties of the demand from the affected Lender pursuant to this Section 2.11; provided further that if such change in or in the interpretation of any law or regulation giving rise to such increased cost is retroactive, then the 180-day period referred to in the previous proviso shall be extended to include the period of retroactive effect thereof.

SECTION 2.12. Pro Rata Treatment. The Borrowing, each payment of principal of the Borrowing, each payment of interest on the Term Loan, each payment of the Fees due to the Lenders, shall be allocated pro rata among the Lenders in accordance with their respective applicable Term Commitments (provided, that in the event that such Term Commitments shall have expired or been terminated, such pro rata allocation shall be based on the respective principal amounts of the outstanding Term Loan. Each Lender agrees that in computing such Lender's portion of the Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing, computed in accordance with Section 2.01, to the next higher or lower whole Dollar amount.

SECTION 2.13. Sharing of Setoffs and Realization of Security.Each Lender agrees that if it shall through the exercise of a right of banker's lien, combination of accounts, setoff or counterclaim against any Loan Party, or pursuant to a secured claim under any applicable Insolvency Law or

other security or interest arising from, or in lieu of, such secured claim, received by such Lender under any applicable Insolvency Law or otherwise, or pursuant to any Bank Act Security held by such Lender, or by any other means, obtain payment (voluntary or involuntary) in respect of any Term Loan and accrued interest thereon as a result of which the unpaid principal portion of its Term Loan and accrued interest thereon shall be proportionately less than the unpaid principal portion of the Term Loan and accrued interest thereon of any other Lender, such Lender shall be deemed simultaneously to have purchased from such other Lender at face value, and shall promptly pay to such other Lender the purchase price for, a participation in the Term Loan and accrued interest thereon of such other Lender, so that the benefit of all such payments shall be shared by the Lenders rateably in accordance with the aggregate amount of the principal of and accrued interest on their respective Term Loans; provided, however, that if any such purchase or purchases or adjustments shall be made pursuant to this Section 2.13 and the payment giving rise thereto shall thereafter be recovered, such purchase or purchases or adjustments shall be rescinded to the extent of such recovery and the purchase price or prices or adjustment restored without interest. Borrower expressly consents to the foregoing arrangements and agrees that any Lender holding a participation pursuant to the foregoing arrangements may, subject to the terms of Section 9.06, exercise any and all rights of banker's lien, combination of accounts or setoff with respect to any and all moneys owing by the Loan Parties to such Lender by reason thereof as fully as if such Lender were a direct creditor of Borrower in the amount of such participation.

SECTION 2.14. Payments.

(a) Borrower shall make each payment (including payment of principal of or interest on the Term Loan or any Fees) hereunder and under any other Loan Document not later than 12:00 noon, Standard Time, on the date when due in immediately available funds, without defence, setoff or counterclaim. All payments hereunder of principal or interest in respect of the Term Loan (or of any breakage indemnity in respect of the Term Loan) and any other payments hereunder and under each other Loan Document shall be made in Dollars. Each such payment (other than payments pursuant to Sections 2.11, 2.15 and 9.05, which shall be made to the Persons entitled thereto) shall be made to the account of the Administrative Agent, as the Administrative Agent shall specify by notice to Borrower. Any payments received by the Administrative Agent after the specified time for receipt of such payment on any day shall be deemed to have been received on the next Business Day. The Administrative Agent shall distribute to the applicable Lenders all payments received by it for their respective accounts, promptly following receipt thereof.

(b) Whenever any payment (including any payment of principal of or interest on any Borrowing or any Fees) hereunder or under any other Loan Document shall become due, or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or Fees, if applicable.

SECTION 2.15. Taxes.

(a) Any and all payments by the Loan Parties hereunder and under the other Loan Documents shall be made free and clear of and without deduction for any and all current or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding, with respect to the Administrative Agent or any Lender (or any transferee or assignee of any of the foregoing, including a participation holder (any such entity being called a "Transferee")) taxes imposed on the overall net income or capital of the Administrative Agent or such Lender (or Transferee), as the case may be,

and taxes arising from the Administrative Agent or such Lender (or Transferee), as the case may be, failing to be a resident of Canada or be deemed to be a resident of Canada for purposes of Section 212(13.3) of the ITA, and franchise taxes (to the extent imposed in lieu of net income taxes) imposed on the Administrative Agent or such Lender (or Transferee), as the case may be, and any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction on the Administrative Agent or such Lender (or Transferee), as the case may be, in each case, imposed by the jurisdiction under the laws of which the Administrative Agent or such Lender (or Transferee) is organized, or in which the Administrative Agent or such Lender (or Transferee) has its principal office or lending office or any political subdivision or taxing authority thereof or therein or in any other jurisdiction in which the Administrative Agent or such Lender (or Transferee) is otherwise doing business (or, if a treaty applies, a jurisdiction in which the Administrative Agent or such Lender (or Transferee) has a permanent establishment) other than any jurisdiction in which the Administrative Agent or such Lender (or Transferee) is treated as doing business (or, if a treaty applies, is treated as having a permanent establishment) as a result of having executed, delivered or performed its obligations or received a payment hereunder or exercised or enforced any rights hereunder or any other Loan Document (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If any Taxes (including, for the avoidance of doubt, Canadian withholding taxes) are required to be deducted from or in respect of any sum payable hereunder by or on behalf of any Loan Party to any Lender (or any Transferee) or the Administrative Agent, (i) the sum payable shall be increased by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.15) such Lender (or Transferee) or the Administrative Agent, as the case may be, shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) Borrower shall make such deductions and (iii) Borrower shall pay the full amount deducted to the relevant taxing authority or other Governmental Authority in accordance with applicable law.

(b) Borrower agrees to pay any current or future stamp, intangible or documentary taxes or any other excise or property taxes, charges or similar levies (including mortgage recording taxes and similar fees) that arise from any payment made hereunder or from the execution, delivery, enforcement or registration of, or otherwise with respect to, this Agreement, any Assignment and Acceptance or any other Loan Document (hereinafter referred to as "Other Taxes").

(c) Borrower will indemnify each Lender (or Transferee) and the Administrative Agent for the full amount of Taxes and Other Taxes (including any taxes on amounts payable under this Section 2.15) paid by such Lender (or Transferee) or the Administrative Agent, as the case may be, and any liability (including penalties, interest and reasonable expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted by the relevant taxing authority or other Governmental Authority. Such indemnification shall be made within 30 days after the date any Lender (or Transferee) or the Administrative Agent, as the case may be, makes written demand therefor (which demand shall identify the nature and amount of Taxes and Other Taxes for which indemnification is being sought); provided that Borrower shall not be required to compensate a Lender (or Transferee) or the Administrative Agent pursuant to this Section 2.15 for any amounts incurred more than six months prior to the date such Lender (or Transferee) or the Administrative Agent, as the case may be, notifies the Borrower of its intention to claim compensation therefor; provided further, that if the circumstances

giving rise to such claim have a retroactive effect, then such six month period shall be extended to include such period of retroactive effect; provided further that if a Borrower reasonably believes that such taxes were not correctly or legally asserted, such Lender (or Transferee) or the Administrative Agent, as the case may be, will use reasonable efforts to cooperate with the Borrower to contest the imposition of such taxes or to obtain a refund of such taxes so long as such efforts would not, in the sole determination of such Lender (or Transferee) or the Administrative Agent, as the case may be, result in any non-reimbursable additional costs, expenses or risks or be otherwise disadvantageous to it (unless the Loan Parties agree to reimburse such Lender for the reasonable incremental out-of-pocket costs thereof).

(d) Each of the Lenders (or Transferees) or the Administrative Agent agrees that if it subsequently recovers, or receives a permanent net tax benefit with respect to, any amount (i) previously paid by it and as to which it has been indemnified by or on behalf of the Borrower or (ii) previously deducted by the Borrower (including, without limitation, any taxes deducted from any additional sums payable under subsection (c) above), such Lender (or Transferee) or the Administrative Agent or, as the case may be, shall reimburse the Borrower to the extent of the amount of any such recovery or permanent net tax benefit (but only to the extent of indemnity payments made, or additional amounts paid, by or on behalf of the Borrowers under Section 2.11 or this Section 2.15 with respect to the taxes or changes giving rise to such recovery or tax benefit); provided, however, that the Borrower, upon the request of such Lender (or Transferee) or the Administrative Agent, agrees to repay the amount paid over to the Borrower (together with any penalties, interest or other charges), in the event such Lender (or Transferee) or the Administrative Agent is required to repay such amount to the relevant authority.

(e) Each of the Lenders (or Transferees) and the Administrative Agent shall deliver to the Borrower (within fifteen Business Days of demand by the Borrower) accurate and complete signed copies, in form and substance reasonably acceptable to the Borrower, of any applicable form certifying such Lender's (or Transferee's) or Administrative Agent's exemption from, or a reduced rate in, any applicable Taxes or Other Taxes. Notwithstanding anything to the contrary in this Agreement, neither Borrower nor any other Loan Party shall be required to make any payment under Section 2.11 or this Section 2.15 to the extent that such obligations would not have arisen but for the failure of a Lender (or Transferee) or the Administrative Agent to comply with this paragraph.

(f) Notwithstanding anything to the contrary in this Agreement, neither Borrower nor any other Loan Party shall be required to make any payment under this Section 2.15 (including any withholding taxes) that is imposed on amounts payable to a Lender (or Transferee) or the Administrative Agent at the time such Lender (or Transferee) or the Administrative Agent becomes a party to this Agreement.

(g) Within 30 days after the date of any payment of Taxes or Other Taxes withheld by Borrower in respect of any payment to any Lender (or Transferee) or the Administrative Agent, Borrower will furnish to the Administrative Agent, at the addresses referred to in Section 9.01, the original or a certified copy of a receipt evidencing payment thereof or other evidence reasonably satisfactory to such Lender (or Transferee) or the Administrative Agent, as the case may be.

(h) Without prejudice to the survival of any other agreement contained herein, the agreements and obligations contained in this Section 2.15 shall survive the payment in full of the principal of and interest on all Term Loans made hereunder.

SECTION 2.16. Duty to Mitigate; Replacement of Lenders.

(a) Any of the Administrative Agent or the Lenders (or Transferees) claiming any additional amounts payable pursuant to Section 2.11 or 2.15 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document requested by Borrower or to change the jurisdiction of its applicable lending office if the making of such filing or change would avoid the need for or reduce the amount of any such additional amounts that may thereafter accrue or avoid the circumstances giving rise to such exercise and would not, in the sole determination of such Lender (or Transferee) or the Administrative Agent, as the case may be, require it to incur additional costs or be otherwise disadvantageous to such Lender (or Transferee) or the Administrative Agent.

(b) In the event that any Lender shall have delivered a notice or certificate pursuant to Section 2.11 or defaults in its obligations to make Term Loans hereunder, or Borrower shall be required to make additional payments to any Lender under Section 2.15, Borrower shall have the right, but not the obligation, at its own expense (including with respect to the processing and recordation fee referred to in Section 9.04(b)), upon notice to such Lender and the Administrative Agent, to replace such Lender with an assignee (in accordance with and subject to the restrictions contained in Section 9.04(b)) approved by the Administrative Agent, which approval shall not be unreasonably withheld, and such Lender hereby agrees to transfer and assign without recourse (in accordance with and subject to the restrictions contained in Section 9.04(b)) all its interests, rights and obligations under this Agreement to such assignee; provided, however, that no Lender shall be obligated to make any such assignment unless (i) such assignment shall not conflict with any law or any rule, regulation or order of any Governmental Authority, (ii) such assignee shall pay to the affected Lender in immediately available funds on the date of such assignment the principal of the Term Loan made by such Lender hereunder and (iii) Borrower shall pay to the affected Lender in immediately available funds on the date of such assignment the interest accrued to the date of payment on the Term Loan made by such Lender hereunder and all other amounts accrued for such Lender's account or owed to it hereunder.

(c) If, in connection with any proposed amendment, modification, change, waiver, discharge or termination to any of the provisions of this Agreement as contemplated by Section 9.08(b), the consent of the Required Lenders is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained, then Borrower shall have the right, but not the obligation, at its own expense (including with respect to the processing and recordation fee referred to in Section 9.04(b)) upon notice to such Lender and the Administrative Agent, to replace each such non-consenting Lender or Lenders (or, at the option of Borrower, if such Lender's consent is required with respect to less than all of the Term Loans, to replace only the respective Terms Loan of the respective non-consenting Lender which gave rise to the need to obtain such Lender's individual consent) with an assignee (in accordance with and subject to the restrictions contained in Section 9.04(b)) approved by the Administrative Agent, which approval shall not be unreasonably withheld, so long as at the time of such replacement, each such assignee consents to the proposed amendment, modification, change, waiver, discharge or termination; provided, however, that no Lender shall be obligated to make any such

assignment unless (i) such assignment shall not conflict with any law or any rule, regulation or order of any Governmental Authority, (ii) such assignee shall pay to the non-consenting Lender in immediately available funds on the date of such assignment the principal of the Term Loan made by such Lender hereunder and subject to such assignment and (iii) Borrower shall pay to the non-consenting Lender in immediately available funds on the date of such assignment the interest accrued to the date of payment on the Term Loan made by such Lender hereunder and subject to such assignment and all other amounts accrued for such Lender's account or owed to it hereunder with respect to such Term Loan.

ARTICLE III

Representations and Warranties

Borrower represents and warrants to each of the Lenders and the Administrative Agent that:

SECTION 3.01. Organization; Powers. Each of the Loan Parties (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has all requisite organizational power and authority to own its property and assets and to carry on its business as now conducted, (c) is qualified to do business in every jurisdiction where such qualification is required by the nature of its business, the character and location of its property, business or customers, or the ownership or leasing of its properties, except for such jurisdictions in which the failure so to qualify, in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and (d) has the requisite power and authority to execute, deliver and perform its obligations under each of the Loan Documents and each other agreement or instrument contemplated thereby to which it is or will be a party and, in the case of Borrower, to borrow hereunder.

SECTION 3.02. Authorization. The execution, delivery and performance by the parties party thereto of the Purchase Agreement and the transactions contemplated thereby (collectively, the "Purchase Transactions") and by each of the Loan Parties of each of the Loan Documents to which it is a party, the Borrowings hereunder, the use of the proceeds of the Term Loan, the creation of the security interests contemplated by the Security Documents and the other transactions contemplated by the Loan Documents (other than the Purchase Transactions) (collectively, the "Credit Transactions" and, together with the Purchase Transactions, the "Transactions") (a) have been duly authorized by all requisite corporate and, if required, stockholder action and (b) will not (i) violate (A) any provision of law, statute, rule or regulation, or the certificate of incorporation or other constitutive documents or by-laws of any Loan Party or any of its subsidiaries, (B) any order of any Governmental Authority or (C) any provision of any indenture or other material agreement or other material instrument to which any Loan Party or any of its subsidiaries is a party or by which any of them or any of their property is or may be bound, (ii) constitute (alone or with notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or (iii) result in the creation or imposition of any Lien (other than any Lien created hereunder or under the Security Documents) upon or with respect to any property or assets now owned or hereafter acquired by any Loan Party or any of its subsidiaries.

SECTION 3.03. Enforceability. This Agreement has been duly executed and delivered by Borrower and constitutes, and each other Loan Document when executed and delivered by each

Loan Party that is party thereto will constitute, a legal, valid and binding obligation of Borrower and the other Loan Parties, as applicable, enforceable against each of them in accordance with its terms (except as the enforceability thereof may be limited by bankruptcy, insolvency reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (whether enforcement is sought by proceeding in equity or at law)).

SECTION 3.04. Governmental Approvals. No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with the Transactions, except for (a) the filing of PPSA and UCC financing statements and similar security or collateral filings and registrations under applicable laws in other jurisdictions, (b) such actions, consents, approvals, registrations and filings as have been made or obtained and are in full force and effect and (c) such actions, consents, approvals, registrations and filings, the failure of which to obtain, would not reasonably be expected to have a Material Adverse Effect.

SECTION 3.05. Financial Statements.

The Loan Parties have delivered to the Lenders their audited financial statements and the auditor's management letters (if any) for the Fiscal Years ended January 28, 2006 and January 27, 2007, and the available unaudited statements through Period 8. The audited statements agree in all material respects with the financial information provided to the Lenders prior to the receipt of such audited financial statements (after accounting for management bonuses). The Lender has also received a *pro forma* closing balance sheet, adjusted to give effect to the Transactions, that is satisfactory to the Lenders acting reasonably. All financial statements set forth or referred to in the materials specified in the preceding sentence were prepared in conformity with GAAP except, in the case of unaudited financial statements, for the absence of footnote disclosure and for year-end audit adjustments. All such financial statements fairly present in all material respects the consolidated financial position of such Loan Parties as at the date thereof and the consolidated results of operations and cash flows of the Loan Parties for each of the periods covered thereby. Except as disclosed in such financial statements, none of the Loan Parties had at the date of such financial statements any material contingent obligation, material contingent liability or material liability for taxes, long-term lease or unusual forward or long-term commitment or obligations to retired employees for medical or other employee benefits that is not reflected in the foregoing financial statements or the notes thereto.

SECTION 3.06. No Material Adverse Effect. Since January 28, 2007, there has been no event or condition that has had, or could reasonably be expected to have, a Material Adverse Effect.

SECTION 3.07. Title to Properties; Possession Under Leases.

(a) Except as set forth on Schedule 3.07, each of Borrower and the Subsidiaries has good and marketable title to, or valid leasehold interests in, or equivalent legal title in the applicable jurisdiction to, all its properties and assets, except for minor defects in title that do not interfere in any material respect with its ability to conduct its business as currently conducted. All such title to, or leasehold interest in, properties and assets are free and clear of Liens, other than Liens expressly permitted by Section 6.02 and Liens with respect to which the Administrative Agent has received on or prior to the Closing Date duly executed releases and termination statements in connection therewith.

(b) Each of Borrower and the Subsidiaries has complied with all obligations under all leases to which it is a party and enjoys peaceful and undisturbed possession under all such

leases except for acts of non-compliance which could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.08. Subsidiaries and Ownership of the Loan Parties. Except as set forth on Schedule 3.08, the Loan Parties have no direct or indirect Subsidiaries. The outstanding stock and/or Equity Interests of each Loan Party has been duly and validly issued and is fully paid and non-assessable by such Loan Party, as applicable, and the number and owners of such shares of capital stock and/or Equity Interests of such Loan Party are set forth on Schedule 3.08. Except as set forth on Schedule 3.08, there are no securities, notes, bonds or other instruments convertible into or exchangeable for capital stock and/or Equity Interests of any Loan Party.

SECTION 3.09. Litigation; Compliance with Laws.

(a) Except as set forth in Schedule 3.09, there are no actions, suits or proceedings at law or in equity or by or before any Governmental Authority now pending or, to the knowledge of Borrower, threatened against or affecting Borrower or any of the Subsidiaries or any business or property of any such Person that (i) purports to affect the legality, validity or enforceability of any Loan Document or the Transactions or (ii) would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Neither Borrower nor any of the Subsidiaries nor any of their respective properties or assets is (i) in violation of, nor will the continued operation of their properties and assets as currently conducted violate, any law, rule, regulation, statute (including any zoning, building, Environmental Laws, ordinance, code or approval or any building permits) or any restrictions of record or agreements, where such violations could reasonably be expected to have a Material Adverse Effect or (ii) in default with respect to any judgment, writ, injunction, decree or order of any Governmental Authority, where such defaults, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. Federal Reserve Regulations

(a) Neither Borrower nor any of the Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

(b) No part of the proceeds of any Term Loan has been used, whether directly or indirectly, and whether immediately, incidentally or ultimately, (i) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose or (ii) for any purpose that entails a violation of, or is inconsistent with, the provisions of the Regulations of the Board, including Regulation T, U or X.

SECTION 3.11. Tax Returns. All federal, and material provincial and local and foreign national, state, provincial, regional and local and all other tax returns of the Loan Parties required by applicable law to be filed have been duly filed, and all federal, and material provincial and local and foreign national, state, provincial, regional and local and all other taxes, assessments and other governmental charges or levies upon the Loan Parties and their respective property, income, profits and assets which are due and payable have been paid, except any such non-payment which is at the time permitted under Section 5.03. The charges, accruals and reserves on the books of the Loan Parties in respect of federal, provincial and local taxes and foreign national, state,

provincial, regional and local taxes for all Fiscal Years and portions thereof since the organization of each of the Loan Parties, as applicable, are in the judgment of Borrower adequate, and to the knowledge of Borrower, no additional assessments for any of such years are pending which, singly or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

SECTION 3.12. Accuracy and Completeness of Information. All written information, reports, certificates, financial statements, other instruments, and other papers and data (other than projections, *pro formas*, budgets and general economic or industry data) produced by or on behalf of Borrower or any other Loan Party and furnished, to the Administrative Agent or any Lender were, at the time the same were so furnished, when taken as a whole, complete and correct in all material respects to the extent necessary to give the recipient a materially true and accurate knowledge of the subject matter, and no fact is known to Borrower or any other Loan Party which has had, or could reasonably be expected to in the future have, a Material Adverse Effect which has not been set forth in the financial statements or disclosure delivered prior to the Closing Date, in each case referred to in Section 3.05, or in such written information, reports or other papers or data or otherwise disclosed in writing to the Administrative Agent or any Lender prior to the Closing Date.

SECTION 3.13. Employee Benefit Plans. As of the Closing Date:

(a) there are no outstanding disputes concerning the assets of the Canadian Pension Plans, the Canadian Benefit Plans, or the Plans, except where such dispute would not reasonably be expected to have a Material Adverse Effect;

(b) no promises of benefit improvements under the Canadian Pension Plans, the Canadian Benefit Plans or the Plans have been made, except where such improvement would not reasonably be expected to have a Material Adverse Effect;

(c) All contributions or premiums required to be made or paid by the Loan Parties to the Canadian Pension Plans, the Canadian Benefit Plans or Plans have been made on a timely basis in accordance with the terms of such plans and all applicable laws;

(d) there have been no improper withdrawals or applications of the assets of the Canadian Pension Plans, the Canadian Benefit Plans or the Plans, except where such impropriety would not reasonably be expected to have a Material Adverse Effect;

(e) none of the Canadian Pension Plans or the Canadian Benefit Plans has any unfunded actuarial liabilities or solvency deficiencies (within the meaning of the applicable laws) except where such unfunded liabilities or solvency deficiencies could not reasonably be expected to result in a Material Adverse Effect.;

(f) no Pension Plan Event has occurred with respect to the Plans;

(g) no Loan Party or has at anytime been an employer (for the purposes of Sections 38-51 of the UK Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the UK Pensions Schemes Act 1993); and

(h) no Loan Party is or has at anytime been "connected" with or an "associate" of (as such terms are used in Sections 39 and 43 of the UK Pensions Act 2004) such an employer.

SECTION 3.14. Environmental and Safety Matters. Except as set forth on Schedule 3.14:

(a) Each of Borrower and the Subsidiaries has obtained all permits, licenses and other authorizations that are required and material with respect to the operation of the business of Borrower and the Subsidiaries under any Environmental Law, and each such permit, license and authorization is in full force and effect, except for where the failure to obtain or maintain in force or effect such permits, licenses or other authorizations would not reasonably be expected to have a Material Adverse Effect.

(b) Each of Borrower and the Subsidiaries is in compliance with all material terms and conditions of the permits, licenses and authorizations specified in paragraph (a) above, and is also in compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in any Environmental Law applicable to it and its business, assets, operations and properties, except where the failure to comply would not reasonably be expected to have a Material Adverse Effect.

(c) There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter or request for information pending or, to the knowledge of Borrower, after inquiry, threatened against Borrower or any of the Subsidiaries under any Environmental Law that would reasonably be expected to have a Material Adverse Effect.

(d) Neither Borrower nor any of the Subsidiaries has received notice that it has been identified as a potentially responsible party under any Canadian federal or provincial law, or any United States federal or state law, or any English or German law for any hazardous substances or any pollutant or contaminant, or any toxic substance, hazardous waste, hazardous constituents, hazardous materials, asbestos or asbestos containing material, polychlorinated biphenyls, petroleum, including crude oil and any fractions thereof, or other wastes, chemicals, substances or materials regulated by any Environmental Laws (collectively, "Hazardous Materials") that it or any of their respective predecessors in interest has used, generated, stored, tested, handled, transported or disposed of, has been found at any site at which any Governmental Authority or private party is conducting a remedial investigation or other action pursuant to any Environmental Law, except for any such notices that would not reasonably be expected to have a Material Adverse Effect.

(e) There have been no releases or threatened releases of Hazardous Materials by Borrower or any of the Subsidiaries on, upon, into or from any of the Real Properties, which releases or threatened releases would reasonably be expected to have a Material Adverse Effect. To the best knowledge of Borrower, there have been no such releases or threatened releases on, upon, under or into any real property in the vicinity of any of the Real Properties that, through soil, surface water or groundwater migration or contamination, may be located on, in or under such Real Properties and which would reasonably be expected to have a Material Adverse Effect.

(f) There is no asbestos in, on, or at any Real Properties or any facility or equipment of Borrower or any of the Subsidiaries, except to the extent that the presence of, or exposure to, such material would not reasonably be expected to have a Material Adverse Effect.

(g) There are no events, conditions, circumstances, activities, practices, incidents, actions or plans that would reasonably be anticipated to interfere with or prevent compliance with any Environmental Law, or which may give rise to liability under any Environmental Law, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing or notice of violation, study or investigation, based on or related to the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport, shipping or handling, the emission, discharge, release or threatened release into the environment of, or exposure to, any Hazardous Material that would reasonably be expected to have a Material Adverse Effect.

SECTION 3.15. Solvency. Immediately after giving effect to the Transactions to occur on the Closing Date, and taking into account credit support from other Loan Parties, (a) the present fair saleable value on a going concern basis of the assets of Borrower and each of the Subsidiaries will exceed the amount that will be required to be paid on or in respect of the existing debts and other liabilities (including contingent liabilities) of Borrower and each the Subsidiaries as they become absolute and mature, (b) Borrower and each the Subsidiaries will not have unreasonably small capital to carry out their businesses as conducted or as proposed to be conducted, and (c) Borrower does not intend to, nor does it intend to permit any of the Subsidiaries to, and does not believe that it or any such Subsidiary will, incur debts beyond its ability to generally pay such debts as they become absolute and mature.

SECTION 3.16. Security Documents. The Security Agreements, upon execution and delivery thereof by the parties thereto, will create in favour of the Administrative Agent, for the rateable benefit of the beneficiaries named therein, a legal, valid and enforceable security interest in the Collateral and proceeds thereof and when financing statements in appropriate form have been duly filed in the offices specified on Schedule 3.16, each Lien created under the Security Agreements will constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral, and the proceeds thereof, to the extent perfection or publication can be obtained by filing PPSA and UCC financing statements or similar filings or registrations under the applicable laws of any other applicable jurisdiction, in each case prior and superior in right to any other Person (other than the holders of Liens Permitted under Section 6.02.

SECTION 3.17. Parallel Debt.

For the purposes of taking and ensuring the continuing validity of security ("**Parallel Debt Security**") under the Security Documents subject to the laws of (or to the extent affecting assets situated in) Germany, notwithstanding any contrary provision in this Agreement:

(a) the Borrower irrevocably and unconditionally undertakes (such undertakings, the "**Parallel Obligations**") to pay to the Administrative Agent amounts equal to all present and future amounts (the "**Original Obligations**") owing by it to a Lender under the Loan Documents;

(b) the Administrative Agent shall have its own independent right to demand and receive payment of the Parallel Obligations;

(c) the Parallel Obligations shall not limit or affect the existence of the Original Obligations for which the Lenders shall have an independent right to demand payment;

(d) payment by a Loan Party of its Parallel Obligations shall to the same extent decrease and be a good discharge of the corresponding Original Obligations owing to the relevant Lenders and payment by a Loan Party of its Original Obligations to the relevant Lender shall to the same extent decrease and be a good discharge of the Parallel Obligations owing by it to the Administrative Agent;

(e) the Parallel Obligations are owed to the Administrative Agent in its own name on behalf of itself and not as agent or representative of any other person nor as trustee and the Parallel Debt Security shall secure the Parallel Obligations so owing;

(f) without limiting or affecting the Administrative Agent's right to protect, preserve or enforce its rights under any Security Document, the Administrative Agent undertakes to each Lender not to exercise its rights in respect of the Parallel Obligations without the consent of the relevant Lender; and

(g) the Administrative Agent undertakes to pay to the Lender any amount collected or received by it in payment or partial payment of the Parallel Obligations and shall distribute any amount so received to the Lenders in accordance with the terms of this Agreement as if such amounts had been received in respect of the Original Obligations.

SECTION 3.18. Labour Matters. As of the Closing Date, there are no strikes or other labour disputes against any of the Loan Parties pending or, to the knowledge of Borrower, threatened that would reasonably be expected to result in a Material Adverse Effect. The hours worked by and payment made to employees of any Loan Party have not been in violation of applicable federal, provincial, regional, local or foreign law dealing with such matters, where such violations could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. The consummation of the Transactions will not give rise to a right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which Borrower or any of the Subsidiaries is a party or by which Borrower or any of the Subsidiaries is bound on the Closing Date.

SECTION 3.19. Real Property. Schedule 3.19 sets forth as of the Closing Date all real property owned or leased by Borrower or any of the Subsidiaries. With respect to all real property described as being owned by Borrower or any Subsidiary, such real property is owned in fee simple by such owner. With respect to all leasehold real property interests, the lease agreements are described in Schedule 3.19 hereto.

SECTION 3.20. Intellectual Property. Each of Borrower and the Subsidiaries owns, or is licensed or otherwise authorized to use, all patents, designs, trademarks, trade names, copyrights, technology, know-how and processes, service marks and rights with respect to the foregoing that are used in or necessary for the conduct of its business as currently conducted, and Schedule 3.20 lists all material patents, designs, trademarks, trade names, copyrights, technology, processes and other intellectual property rights. The use of such patents, designs, trademarks, trade names, copyrights, technology, processes and rights with respect to the foregoing by Borrower and the Subsidiaries does not, to the knowledge of Borrower and the Subsidiaries, infringe on the rights of any Person, subject to such claims and infringements as do not, in the aggregate, give rise to any liability on the part of Borrower and the Subsidiaries that is material to Borrower or any Subsidiaries.

SECTION 3.21. Business. Borrower and each of the Subsidiaries are engaged principally in the business described on Schedule 3.21 or reasonable extensions thereof.

SECTION 3.22. Liens. Except as set forth in Schedule 3.22, none of the properties and assets of Borrower or any Subsidiary is subject to any Lien, except Permitted Liens.

SECTION 3.23. Indebtedness and Guarantees. Set forth on Schedule 3.23 is a complete and correct listing as of the Closing Date of all of Borrower's and the Subsidiaries' Indebtedness (excluding Indebtedness incurred in the ordinary course of business) and Guarantees (excluding Guarantees entered into in the ordinary course of business). Neither Borrower nor any Subsidiary is in default of any material provision of any agreement evidencing or relating to such any such Indebtedness or Guarantee.

SECTION 3.24. Burdensome Provisions. Neither Borrower nor any of the Subsidiaries is a party to any indenture, agreement, lease or other instrument, or subject to any charter or corporate restriction, Governmental Approval or applicable law, compliance with the terms of which could reasonably be expected to have a Material Adverse Effect.

SECTION 3.25. Chief Executive Office. The chief executive office of each Loan Party are located at the address or addresses set forth on Schedule 3.25; except as set forth on Schedule 3.25, no loan party has maintained its chief executive office at any other address at any time during the five years immediately preceding the Closing Date. The exact legal name of each Loan Party is set forth on Schedule 3.25.

SECTION 3.26. Equipment. All Equipment is in good order and repair in all material respects, normal wear and tear excepted and usual ongoing operational repairs as required and casualty loss and condemnation excepted.

SECTION 3.27. Corporate and Fictitious Names; Trade Names. Except as otherwise disclosed on Schedule 3.27, during the five-year period preceding the Closing Date, neither Borrower nor any Subsidiary has been known as or used any corporate or other organizational, or fictitious name other than the corporate or other organizational name of Borrower or such Subsidiary on the Closing Date. All trade names or styles under which Borrower or any Subsidiary sells inventory or equipment or creates accounts, or to which Instruments in payment of accounts are made payable, are listed on Schedule 3.27.

SECTION 3.28. Deposit Accounts. Schedule 3.28 is a complete and correct list of all Deposit Accounts maintained by each Loan Party.

SECTION 3.29. Survival of Representations and Warranties, Etc. All representations and warranties set forth in this Article III or any of the other Loan Documents (including any such representation, warranty or statement made in or in connection with any amendment thereto) shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made or deemed to be made at and as of the Closing Date and at and as of the date of each Loan (excluding, for certainty, rollovers and conversions), except that representations and warranties which, by their terms are applicable only to one such date shall be deemed to be made only at and as of such date. All representations and warranties made or deemed to be made under this Agreement shall survive and not be waived by the execution and delivery of this Agreement, any investigation made by or on behalf of the Administrative Agent or any Lender or any borrowing hereunder.

ARTICLE IV

Conditions

SECTION 4.01. Conditions Precedent to the Closing Date. Notwithstanding any other provision of this Agreement, the effectiveness of this Agreement, the Lenders' obligation to make the Term Loan are subject to the fulfillment or waiver by the Lenders of each of the following conditions prior to or contemporaneously with the making of the Term Loan:

(a) The Administrative Agent shall have received a Notice of Borrowing as required by Section 2.03.

(b) The representations and warranties set forth in Article III hereof and in the other Loan Documents shall be true and correct in all material respects on and as of the Closing Date with the same effect as though made on and as of such date, except to the extent that such representations and warranties expressly relate to an earlier date.

(c) At the time of and immediately after the Closing Date, no Default or Event of Default shall have occurred and be continuing.

(d) At the time of and immediately after the Closing Date, there shall have occurred no event or condition that has had, or would reasonably be expected to have, a Material Adverse Effect.

(e) Closing Documents. The Administrative Agent shall have received each of the following documents, all of which shall be satisfactory in form and substance to Administrative Agent and Lenders' Counsel:

(i) this Agreement, complete with Schedules and Exhibits duly executed and delivered by the Parties hereto;

(ii) certified copies of the Organizational Documents of each Loan Party as in effect on the Closing Date;

(iii) certified copies of all corporate action, including partnership or shareholder approval, if necessary, taken by each Loan Party to authorize the execution, delivery and performance of this Agreement and the other Loan Documents and the Borrowings under this Agreement;

(iv) certificates of incumbency and specimen signatures with respect to each of the officers of each Loan Party who is authorized to execute and deliver this Agreement or any other Loan Document on behalf of such Loan Party or any document, certificate or instrument to be delivered in connection with this Agreement or the other Loan Documents and to request borrowings under this Agreement;

(v) a certificate evidencing the good standing of each Loan Party in the jurisdiction of its incorporation and in each other jurisdiction in which it is qualified as a foreign corporation to transact business (to the extent applicable in such Loan Party's jurisdiction of formation or incorporation);

(vi) financing statements duly executed and delivered (where required) by each Loan Party, and evidence satisfactory to the Administrative Agent that financing statements have been filed in each jurisdiction where such filing may be necessary or appropriate to perfect the Administrative Agent's security interest in the Collateral;

(vii) the Security Documents, duly executed and delivered by each applicable Loan Party or shareholder, together with stock certificates where applicable (or other certificates in respect of Equity Interests) and blank stock powers (or equivalent) for all Equity Interests of each Loan Party;

(viii) certificates or binders of insurance relating to each of the policies of insurance covering all of the Collateral together with loss payable clauses which comply with the terms of the Security Agreements;

(ix) a letter from Borrower to the Administrative Agent requesting the Term Loan and specifying the method of disbursement;

(x) copies of all the financial statements referred to in Section 3.05 and meeting the requirements thereof;

(xi) a consolidated balance sheet of Borrower as of September 8, 2007, prepared by Borrower on a *pro forma* basis, giving effect to the Transactions and setting forth the assumptions on which such balance sheet was prepared;

(xii) a certificate of a Responsible Officer on behalf of Borrower stating that, to the best of his knowledge and based on an examination sufficient to enable him to make an informed statement, (a) all of the representations and warranties made or deemed to be made under this Agreement are true and correct as of the Closing Date in all material respects, both with and without giving effect to the Term Loan to be made at such time and the application of the proceeds thereof, and the consummation of the Transactions, and (b) no Default or Event of Default exists;

(xiii) signed opinions of Stikeman Elliott LLP, Kirkland and Ellis LLP, Balfour Moss LLP, Mayer Brown LLP, Stewart McKelvey and such other local counsel as the Administrative Agent shall deem reasonably necessary or desirable, opining as to such matters in connection with this Agreement as the Administrative Agent or Lenders' Counsel may reasonably request;

(xiv) Compliance Certificate for Borrower, duly executed by Borrower;

(xv) direction to pay, duly executed by Borrower;

(xvi) a written statement of sources and uses of funds for the Transactions; and

(xvii) copies of each of the other Loan Documents duly executed by the parties thereto with evidence reasonably satisfactory to the Administrative Agent and Lenders' Counsel of the due authorization, binding effect and enforceability of each such Loan Document on each such party and such other documents and instruments as the Administrative Agent may reasonably request.

(f) Purchase Transaction.

(i) The Lenders and the Administrative Agent shall be satisfied in all respects with their due diligence and review of the assets to be acquired by Loan Parties pursuant to the Purchase Agreement, including all employment contracts of the Loan Parties.

(ii) The Administrative Agent shall have received a due diligence report from RSM McGladrey Inc., in each case with respect to the Loan Parties and the other assets to be acquired by the Loan Parties pursuant to the Purchase Agreement, the results of which shall be satisfactory to the Administrative Agent in its discretion.

(iii) On the Closing Date, the Purchase Transaction shall have been consummated in accordance with all applicable laws and the terms and provisions of the Purchase Agreement, without any amendment or waiver of any material provision thereof (except as may have been agreed to in writing by the Required Lenders), and the Administrative Agent shall have received an officer's certificate to such effect and certified copies of the Purchase Agreement and all other purchase documents as in effect on the Closing Date, in substantially the forms of such documents delivered to the Administrative Agent prior to the Closing Date. In addition, Borrower shall use commercially reasonable efforts to cause all opinion letters, if any, delivered in connection with the Purchase Transaction to be addressed to the Administrative Agent and the Lenders, or to be accompanied by a written authorization from the firm delivering such opinion letter stating that the Administrative Agent and the Lenders may rely on such opinion letter as though it were addressed to them.

(iv) The purchase price paid in respect of the Purchase Transaction shall not exceed $85,500,000, excluding transaction costs and expenses, the repayment of indebtedness and subject to working capital adjustments.

(v) The aggregate amount of indebtedness being repaid in respect of the Purchase Transaction shall not exceed $10,776,278.90.

(vi) after giving effect to the Transactions, (A) Audax shall beneficially own, directly or indirectly, at least 70% of each of the voting and economic Equity Interests in Holdco; (B) Holdco shall beneficially own 100% of the voting and economic Equity Interests of the Borrower; and (C) Holdco shall beneficially own, directly or indirectly, 100% of the voting and economic Equity Interests of the Subsidiaries (except that the 100% figure above shall be 51% in the case of NorthStar Cover-All, LLC and 95% in the case of Cover-All Deutschland GmbH).

(g) Equity Contribution. Simultaneously with the consummation of the transactions contemplated by this Agreement, on the Closing Date, Audax shall have contributed not less than $28,000,000 of cash equity, to Holdco.

(h) Senior Loans. Simultaneously with the consummation of the transactions contemplated by this Agreement, on the Closing Date the Borrower shall have received gross proceeds of the Senior Loans of not less than $40,250,000, and the Intercreditor Agreement shall have been entered into.

(i) Due Diligence Review. The Administrative Agent and the Lenders shall be satisfied in all respects with the results of their due diligence and review of the Loan Parties, including the organizational structure of the Loan Parties, management and management operations of the Loan Parties, and operating, information, management, technical, financial control and other systems of the Loan Parties.

(j) Total Leverage Ratio. The Lenders and the Administrative Agent shall have received evidence satisfactory to them that Borrower's Total Leverage Ratio, calculated on a *pro forma* basis after giving effect to the closing of the Transactions and using consolidated Indebtedness of Borrower and the Subsidiaries after giving effect to the incurrence of the initial Term Loans and the closing of the Purchase Transaction in accordance with the terms of the Purchase Agreement, does not exceed 4.35 to 1.00.

(k) No Injunctions, Conflicts, etc. No action, suit or proceeding (including any inquiry or investigation) by any entity (private or governmental) shall be pending or threatened (x) with respect to the facilities or any related documentation or (y) with respect to the Transactions or any Loan Party or the assets to be acquired under the Purchase Agreement which in the case of any or all litigation described in this sub-clause (y) the Administrative Agent shall determine could have a materially adverse effect on the Transactions, the assets to be acquired under the Purchase Agreement or the business, assets, liabilities, results of operations or condition (financial or otherwise) of the Loan Parties. The Lenders and the Administrative Agent shall have been provided with such information regarding the status of all material litigation pending against the Loan Parties, and shall be reasonably satisfied in all respects with the status of such litigation. After giving effect to the Transactions, the financings incurred in connection therewith and the other transactions contemplated thereby, there shall be no conflict with, or default under, any Material Contract.

(l) No Default. No Default or Event of Default shall have occurred and shall then be continuing on such date or will occur after giving effect to this Agreement.

(m) Approvals. All necessary governmental (domestic and foreign) and third party approvals and/or consents in connection with the Transactions and otherwise referred to herein or therein shall have been obtained and remain in effect, and all applicable waiting periods shall have expired without any action being taken by any competent authority which, in the judgment of the Administrative Agent, restrains, prevents or imposes materially adverse conditions upon the consummation of the Transactions including all filings required to be made and any approval required to be received (including any action required to be taken as a condition thereto) pursuant to the *Hart-Scott-Rodino Antitrust Improvements Act* of 1976, as amended. Additionally, there shall not exist any judgment, order, injunction or other restraint prohibiting or imposing material adverse conditions upon the Transactions or the transactions contemplated by this Agreement.

(n) No Material Adverse Effect. On or prior to the Closing Date, nothing shall have occurred (and neither the Administrative Agent nor any Lender shall have become aware of any facts or conditions not previously known) which the Administrative Agent shall reasonably determine has or is reasonably likely to have a Material Adverse Effect on the rights or remedies of the Lenders or the Administrative Agent, or on the ability of the Loan Parties to perform their obligations to the Lenders or which is reasonably likely to constitute or give rise to any condition or change that would reasonably be expected to

have a Material Adverse Effect on the business, assets, liabilities, results of operations or financial condition of the Loan Parties, taken as a whole.

(o) Release of Liens. The Administrative Agent shall have received evidence satisfactory to them of the release and termination of all Liens on the property of the Loan Parties other than Liens permitted under Section 6.02.

(p) Environmental Review. Borrower shall have delivered to the Administrative Agent such environmental reports and surveys pertaining to any real property owned or leased by any of the Loan Parties as the Administrative Agent and the Lenders may reasonably request, and the Administrative Agent and the Lenders shall be satisfied in all respects with the results of the environmental due diligence relating to such real property.

(q) Minimum Operating Cash Flow. The Lenders and the Administrative Agent shall have received evidence satisfactory to them that Borrower's consolidated Operating Cash Flow, calculated for the twelve month period through the end of Period 8, equals or exceeds $12,850,000.

(r) Fees. All reasonable costs, fees, (including for certainty all fees payable pursuant to the fee letter of even date herewith from the Lead Arranger to the Borrower), expenses (including the reasonable legal fees and expenses of Lenders' Counsel, US counsel to the Lenders, and such other local counsel or agents retained by the Lenders in connection with the Term Loan) and other compensation contemplated thereby, payable to the Lead Arranger, the Administrative Agent, and the Lenders shall have been paid on the Closing Date.

(s) German Secured Indebtedness. The German Secured Indebtedness that is not fully cash-collateralized shall not exceed €162,500, and the Administrative Agent shall have been provided with evidence thereof in form satisfactory to it, acting reasonably.

(t) German Non-Prepayable Indebtedness. The German Non-Prepayable Indebtedness shall not exceed €87,500, the Liens granted in respect thereof shall secure no more than €37,500 thereof and shall secure only the Accounts of Cover-All Deutschland GmbH, and the Administrative Agent shall have been provided with evidence thereof in form satisfactory to it, acting reasonably.

ARTICLE V

Affirmative Covenants

Borrower covenants and agrees with each Lender and the Administrative Agent that until the Obligations are paid in full (other than contingent indemnity Obligations), and, unless the Required Lenders shall otherwise consent in writing, it will, and will cause each of the Guarantors to:

SECTION 5.01. Preservation of Existence and Similar Matters. Preserve and maintain its corporate or other organizational existence, rights, franchises, licenses and privileges in the jurisdiction of its formation (which shall not change without the prior written consent of the Administrative Agent) and qualify and remain qualified as a foreign corporation or other organization and authorized to do business in each jurisdiction in which the character of its

properties or the nature of its business requires such qualification or authorization, except where the failure to be so qualified as a foreign corporation or other organization could not reasonably be expected to have a Material Adverse Effect; and provide to the Administrative Agent as soon as reasonably possible with a certificate of good standing (or similar document) in each case where a Loan Party has qualified as an extra-provincial corporation, or has otherwise qualified to transact business in a new jurisdiction.

SECTION 5.02. Insurance. Keep its insurable properties adequately insured at all times by financially sound and reputable insurers; maintain such other insurance, to such extent and against such risks, including fire and other risks insured against by extended coverage, as is usually maintained in the same general area by companies engaged in the same or similar businesses, including public liability insurance against claims for personal injury or death or property damage occurring upon, in, about or in connection with the use of any properties owned, occupied or controlled by it or the use of any products sold by it; and maintain such other insurance as may be required by law.

SECTION 5.03. Payment of Taxes and Claims. Pay or discharge when due (a) all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any properties belonging to it, and (b) all lawful claims of builders, materialmen, mechanics, carriers, warehousemen and landlords for labour, materials, supplies and rentals which, if unpaid, might become a Lien on any properties of Borrower or such Subsidiary, except that this Section 5.03 shall not require the payment or discharge of any such tax, assessment, charge, levy or claim (i) which is being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP and such contest operates to suspend enforcement of a Lien and there is no material risk of forfeiture of such property or (ii) the failure of which to pay or discharge would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.04. Financial Statements, Reports, etc. Furnish to the Administrative Agent and each Lender:

(a) within 90 days after the end of each Fiscal Year (but 120 days after the end of Fiscal Year 2008), its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows, showing the financial condition of Borrower and the Subsidiaries as of the close of such Fiscal Year and the results of its operations and the operations of such Subsidiaries during such Fiscal, all audited by Hergott Duval Stack & Partners or other independent auditors of recognized national standing;

(b) within 30 days after the end of each Period, its unaudited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows, showing the financial condition of Borrower and the Subsidiaries as of the close of such Period and the results of its operations and the operations of such Subsidiaries during such Period and the then-elapsed portion of the Fiscal Year (it being understood that such information shall be in reasonable detail);

(c) within 45 days after the end of each Fiscal Quarter, its unaudited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows (including a comparison to the previous year's actual results (and current year's budget)), showing the financial condition of Borrower and the Subsidiaries as of the close of such Fiscal Quarter and the results of its operations and the operations of such Subsidiaries during such Fiscal Quarter and the then-elapsed portion of the Fiscal Year (it being understood

that such information shall be in reasonable detail and certified by a Financial Officer of Borrower, as fairly presenting in all material respects the financial condition and results of operations of Borrower and the Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of notes);

(d) concurrently with any delivery of financial statements of Borrower under paragraphs (a) and (c) above, a duly completed compliance certificate in the form of Exhibit E (a "Compliance Certificate"), with appropriate insertions, dated the date of such annual report or such quarterly statements and signed by a Financial Officer of Borrower, containing (i) a written statement to the effect that such officer has not become aware of any Default or Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it, (ii) a written statement of Borrower's management setting forth a discussion of Borrower's consolidated and consolidating financial condition, changes in financial condition and results of operations and (iii) a computation of each of the financial ratios and restrictions set forth in Article VII;

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by Borrower or any of the other Loan Parties with the Securities and Exchange Commission, or any Governmental Authority succeeding to any of or all the functions of such Commission, or with any securities commission of any Canadian province, or with any Canadian or U.S. securities exchange, or distributed to any such Person's shareholders (other than to Borrower or any of the Subsidiaries), as the case may be;

(f) no later than 30 days after the end of each Fiscal Year, forecasted financial statements, prepared by Borrower, consisting of a consolidated balance sheet, cash flow statement and income statement of Borrower and the Subsidiaries on a consolidated basis, reflecting projected borrowings hereunder and setting forth the assumptions on which such forecasted financial statements were prepared, covering the one-year period until the next Fiscal Year end and prepared on a Period-by-Period basis; all such projected financial statements shall contain projected calculations of the covenants contained in Sections 6.13, 6.14,and Section 6.15;

(g) promptly from time to time, such other information regarding the operations, business affairs and financial condition of Borrower and the Subsidiaries, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request.

SECTION 5.05. Inter-Corporate Debt. Furnish to the Administrative Agent an originally executed copy of any secured promissory note, other instrument or chattel paper held by a Loan Party and evidencing inter-corporate debt, along with copies of any other agreements related to such inter-corporate debt (if any).

SECTION 5.06. Litigation and Other Notices. Furnish to the Administrative Agent written notice of the following promptly upon a Responsible Officer of Borrower or any Subsidiary obtaining knowledge thereof:

(a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto;

(b) the filing or commencement of, or any written notice to any Loan Party of the intention of any Person to file or commence, any action, suit or proceeding (whether at law or in equity or by or before any Governmental Authority or any arbitrator) against any Loan Party or any Affiliate thereof that, if adversely determined, could result in monetary liability in excess of $500,000 or have a Material Adverse Effect;

(c) the occurrence of any Pension Plan Event that, alone or together with other Pension Plan Event, could reasonably be expected to result in liability of Borrower or any of the Subsidiaries in an aggregate amount exceeding $500,000;

(d) any material amendment of any Organizational Document of Borrower or any Subsidiary of Borrower which is adverse to the Lenders;

(e) any change in the business, assets, liabilities, financial condition, results of operations or business prospects of a Loan Party which, or any event which, has had or would reasonably be expected to have any Material Adverse Effect and any change in the executive officers of Borrower;

(f) any event that constitutes or that, with the passage of time or giving of notice or both, will constitute a Default or Event of Default by a Loan Party under any material agreement (other than this Agreement) to which such Loan Party is a party or by which such Loan Party or any of its property may be bound if the exercise of remedies thereunder by the other party to such agreement would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; and

(g) any material demands, notices of default or other material notices received or delivered by any Loan Party under or pursuant to the Purchase Transaction, including without limitation the Purchase Agreement, or under any renewals, replacements, consolidations, substitutions and extensions of any of the foregoing.

SECTION 5.07. Maintaining Records; Access to Properties and Inspections. Maintain its books and records in accordance with sound business practices sufficient to allow the preparation of financial statements in accordance with GAAP; permit any Lender or the Administrative Agent or any representative thereof to inspect the properties and operations of the Loan Parties; and permit, at any reasonable time and with reasonable notice (or at any time without notice if an Event of Default exists), any Lender or the Administrative Agent or any representative thereof to visit any or all of its offices, to discuss its financial matters with its officers and its independent auditors (and Borrower hereby authorizes such independent auditors to discuss such financial matters with any Lender or the Administrative Agent or any representative thereof provided that a Loan Party is given the opportunity to be present for such), and to examine (and, at the expense of the Loan Parties, photocopy extracts from) any of its books or other records; and at any reasonable time and with reasonable notice permit the Administrative Agent and its representatives to inspect the Inventory and other tangible assets of the Loan Parties, to perform appraisals of the equipment of the Loan Parties, and to inspect, audit, check and make copies of and extracts from the books, records, computer data, computer programs, journals, orders, receipts, correspondence and other data relating to Inventory, Accounts and any other Collateral. All reasonable costs of such inspections or audits by the Administrative Agent shall be at Borrower's expense, provided that, so long as no Default or Event of Default exists, Borrower shall not be required to reimburse the Administrative Agent for Collateral inspections or audits more frequently than once each Fiscal Year.

SECTION 5.08. Use of Proceeds. Use the proceeds of the Term Loan only for the purposes set forth in the recitals to this Agreement. No part of the proceeds of the Term Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 5.09. Compliance with Law. Comply with the requirements of all applicable laws (including Environmental Laws), rules, regulations and decrees, directives and orders of any Governmental Authority that are applicable to it or to any of its properties, except where non-compliance could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.10. Further Assurances.

(a) Execute any and all further documents, financing statements, agreements and instruments, and take all further action (including filing PPSA, UCC and other financing statements, registrations, mortgages and deeds of trust), that may be required under applicable law or which the Required Lenders or the Administrative Agent may reasonably request, in order to effectuate the transactions contemplated by the Loan Documents and in order to grant, preserve, protect and perfect the validity and priority of the security interests and hypothecs created or intended to be created by the Security Documents.

(b) Cause each Subsidiary (including, for certainty, Cover-All Building Systems Inc., the entity resulting from the amalgamation of the Borrower and Cover-All Buildings Systems Inc. which shall occur after the Closing Date) to become a party to such Security Documents and (if applicable) a Guarantee Agreement as may be reasonably requested by the Administrative Agent.

(c) From time to time, Borrower and the Subsidiaries will, at their cost and expense, promptly secure the Obligations by pledging or creating, or causing to be pledged or created, perfected security interests with respect to such of the assets and properties of the Loan Parties as the Administrative Agent or the Required Lenders shall reasonably request (it being understood that, subject to the limitations set forth in this paragraph (c), it is the intent of the parties that the Obligations shall be secured by substantially all of the assets of the Loan Parties (including real and personal properties acquired after the Closing Date). Such security interests and Liens will be created under the Security Documents and other security agreements, mortgages, deeds of trust and other instruments and documents in form and substance reasonably satisfactory to the Administrative Agent, and Borrower and the other Loan Parties shall deliver or cause to be delivered to the Lenders all such instruments and documents (including customary legal opinions, title insurance policies or title opinions and lien searches) as the Administrative Agent shall reasonably request to evidence compliance with this paragraph (c). Borrower and the other Loan Parties agree to provide such evidence as the Administrative Agent shall reasonably request as to the perfection and priority status of each such security interest and Lien.

SECTION 5.11. Material Contracts. Maintain in full force and effect (including exercising any available renewal option), and without amendment or modification, each Material Contract, unless the failure so to maintain any such Material Contract (or any amendment or modification thereto) could not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

SECTION 5.12. Environmental Matters.

(a) Promptly give notice to the Administrative Agent upon becoming aware of (i) any violation of any Environmental Law, (ii) any claim, inquiry, proceeding, investigation or other action, including a request for information or a notice of potential liability under any Environmental Law, by or from any Governmental Authority or any third party claimant or (iii) the discovery of the release of any Hazardous Material at, on, under or from any of the Real Properties or any facility or equipment thereat in excess of reportable or allowable standards or levels under any Environmental Law, or in a manner or amount that would result in liability in excess of $300,000 under any Environmental Law, or have a Material Adverse Effect.

(b) Upon discovery of the presence on any of the Real Properties of any Hazardous Material that is in violation of, or that could result in liability in excess of $200,000 under, any Environmental Law, or have a Material Adverse Effect, take or cause to be taken all necessary steps to initiate and expeditiously complete all remedial, corrective and other action to eliminate any such adverse effect, and keep the Administrative Agent reasonably informed of such actions and the results thereof.

SECTION 5.13. Conduct of Business. Engage only in businesses in substantially the same fields as the businesses conducted on the Closing Date and in similar or related businesses that are reasonable extensions or additions to Borrowers' business on the Closing Date.

SECTION 5.14. Accuracy of Information. Cause all written information, reports, certificates, financial statements, other instruments, and other papers and data (other than projections, *pro formas*, budgets and general economic or industry data) produced by or on behalf of Borrower or any other Loan Party and furnished to the Administrative Agent or any Lender, whether pursuant to this Article V or any other provision of this Agreement or any of the other Loan Documents to be, at the time the same were so furnished, when taken as a whole, complete and correct in all material respects to the extent necessary to give the recipient a materially true and accurate knowledge of the subject matter.

SECTION 5.15. Revisions or Updates to Schedules. Should any of the information or disclosures provided on any of the Schedules originally attached hereto become outdated or incorrect in any material respect, provide at such time it submits its Compliance Certificates to the Administrative Agent and each Lender such revisions or updates to such Schedule(s) as may be necessary or appropriate to update or correct such Schedule(s); provided, that no such revisions or updates to any Schedule(s) shall be deemed to have cured any breach of warranty or representation resulting from the inaccuracy or incompleteness of any such Schedule(s) unless and until the Required Lenders, in their sole discretion, shall have accepted in writing such revisions or updates to such Schedule(s). The Required Lenders shall be deemed to have accepted any such revisions or updates if they do not object to such revisions or updates within 30 days of receipt thereof.

SECTION 5.16. Deposit Accounts. In order to facilitate the Administrative Agent's and the Lenders' maintenance and monitoring of their security interests in the Collateral, within 45 days after the Closing Date, cause all Deposit Accounts of the Borrower to be maintained with the Administrative Agent, and with respect to Deposit Accounts of the other Loan Parties which exist but are not maintained with the Administrative Agent, cause all such Deposit Accounts to be subject to a second priority perfected Lien in favour of the Administrative Agent, for the benefit of the Beneficiaries, and (with respect to all Loan Parties formed or incorporated in the United

States and, if applicable in the UK and Germany) cause any applicable depositary financial institution to enter into a Deposit Account Pledge Agreement with respect to such Deposit Accounts (other than (i) payroll, tax withholding and trust accounts and (ii) any Deposit Accounts with an average monthly balance of less than $1,000).

SECTION 5.17. Holdco. Cause Holdco to engage in no business or activities other than (i) its ownership of the Equity Interests of Borrower and Cover-All U.S. Holding Corp., (ii) management of Holdco and its Subsidiaries, (iii) the issuance of capital stock of Holdco and the investment of any proceeds therefrom in Borrower, and (iv) entering into contracts and incurring other obligations in the ordinary cause of business of Holdco and its Subsidiaries, provided, that at no time shall Holdco own any property or assets other than the Equity Interests of Borrower and U.S. Newco.

SECTION 5.18. Pension Plans

(a) The Borrower shall ensure that all pension schemes operated by or maintained for the benefit of members of the Loan Parties and/or any of their employees are fully funded based on the minimum funding requirement under Section 56 Pensions Act 1995 or the statutory funding objective under Section 222 Pensions Act 2004 and that no action or omission is taken by any Loan Party in relation to such a pension scheme which has or is reasonably likely to have a Material Adverse Effect (including, without limitation, the termination or commencement of winding-up proceedings of any such pension scheme or Loan Party ceasing to employ any member of such a pension scheme).

(b) The Borrower shall ensure that no Loan Party is or has been at any time an employer (for the purposes of Sections38-51 of the UK Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the UK Pension Schemes Act 1993) or "connected" with or an "associate" of (as those terms are under in Sections 39 or 43 of the UK Pensions Act 2004) such an employer.

(c) The Borrower shall deliver to the Administrative Agent at such times as those reports are prepared in order to comply with the then current statutory or auditing requirements (as applicable either to the trustees of any relevant schemes or to the Borrower, actuarial reports in relation to all pension schemes mentioned in Section 5.18 (a).

(d) The Borrower shall promptly notify the Administrative Agent of any material change in the rate of contributions to any pension schemes mentioned in Section 5.18 (a) paid or recommended to be paid (whether by the scheme actuary or otherwise) or required (by law or otherwise).

SECTION 5.19. Notice of Defaults.

Promptly give written notice to the Administrative Agent of any default by a Loan Party under its Organizational Documents in any material respect, or the occurrence of any event which has not been remedied, cured or waived (i) that constitutes a Default or an Event of Default or (ii) that constitutes or that, with the passage of time or giving of notice, or both, would constitute a default or event of default by Borrower or any Subsidiary under any Material Contract (other than this Agreement) or judgment, decree or order to which Borrower or any Subsidiary is a party or by which Borrower or any Subsidiary or any of their respective properties may be bound or which would require Borrower or any Subsidiary to make any payment thereunder in excess of $300,000 prior to the scheduled maturity date therefor.

SECTION 5.20. German Conditions Precedent.

(i) Satisfy each of the German Conditions Precedent within 30 days of the Closing Date, and (ii) use commercial best efforts to obtain such consents as may be necessary to prepay or cause to be prepaid the German Non-Prepayable Indebtedness and obtain the release and discharge of all Liens in respect thereof.

ARTICLE VI

Negative Covenants

Borrower covenants and agrees with each Lender and the Administrative Agent, until the Obligations are paid in full (other than contingent indemnity obligations) and, unless the Required Lenders shall otherwise consent in writing, it will not, and will not cause or permit any of the Guarantors to:

SECTION 6.01. Indebtedness. Create, incur, assume or permit to exist any Indebtedness, except, without duplication:

(a) the Indebtedness created hereunder and under the other Loan Documents;

(b) the Senior Loans;

(c) the Indebtedness existing on the Closing Date and listed on Schedule 3.23 and refinancings thereof;

(d) Capital Lease Obligations, and Obligations in respect of mortgage and purchase money financings, such that the sum of the Indebtedness thereby created, incurred or assumed (including such Indebtedness of NorthStar Cover-All, LLC) shall not exceed at any time outstanding $1,500,000;

(e) Subject to Section 6.20, Indebtedness created pursuant to any Swap Agreement that has been entered into (i) to hedge or mitigate risks to which a Loan Party has actual exposure (other than those in respect of Equity Interests) or (ii) to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of a Loan Party;

(f) intercompany loans and advances permitted by Section 6.05;

(g) Indebtedness of any Person acquired by a Loan Party in a Permitted Acquisition and assumed by such Loan Party pursuant to such acquisition (including any refinancing, renewal or replacement, in whole or in part, thereof at the time of assumption thereof or from time to time thereafter), provided that (i) such Indebtedness was not incurred in contemplation of such acquisition and (ii) the aggregate principal amount of such Indebtedness at any time outstanding shall not exceed $500,000;

(h) accounts payable (for the deferred purchase price of property or services) from time to time incurred in the ordinary course of business;

(i) Indebtedness with respect to surety bonds, appeal bonds or customs bonds required in the ordinary course of business or in connection with the enforcement of rights or claims of any Loan Party;

(j) Subordinated Debt;

(k) obligations arising with respect to customary indemnification obligations or purchase price adjustments in favour of purchasers in connection with Asset Sales permitted hereunder;

(l) Indebtedness consisting of deferred purchase price or notes issued to officers, directors and employees to purchase or redeem equity interests to the extent that such purchases or redemptions are otherwise permitted hereunder (or options or warrants or similar instruments) of a Loan Party;

(m) Indebtedness arising from agreements providing for indemnification, adjustment of purchase price or similar obligations, or from guarantees or letters of credit, securing the performance of such Borrower or Subsidiary pursuant to such agreements, in connection with Permitted Acquisitions permitted hereunder;

(n) obligations under incentive, non-compete, consulting, deferred compensation, or other similar arrangements incurred by it;

(o) Indebtedness incurred in connection with the financing of insurance premiums;

(p) Indebtedness in the ordinary course of business in respect of overdraft protections and otherwise in connection with deposit accounts;

(q) endorsement of instruments for deposit or collection in the ordinary course of business, and guarantees of guarantees incurred for the benefit of any other Loan Party if the primary obligation is permitted elsewhere in this Section 6.01;

(r) Indebtedness arising under German law in respect of elderly part-time employees (*Altersteilzeitgesetz*);

(s) German Secured Indebtedness existing only during the period beginning on the Closing Date and ending 30 days thereafter;

(t) German Non-Prepayable Indebtedness; and

(u) other Indebtedness of Borrower and the Subsidiaries incurred in the ordinary course of business, that does not exceed in an aggregate amount at any time outstanding $1,000,000.

SECTION 6.02. Liens.

(a) Create, incur, assume or permit to exist any Lien on any property or assets (including stock or other securities of any Person) now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except:

(i) Permitted Liens;

(ii) Liens created under the Loan Documents;

(iii) Liens existing as of the Closing Date and listed on Schedule 3.22, provided that (A) such Liens shall apply only to the property or assets to which they apply on the Closing Date and (B) such Liens shall secure only those obligations that they secure on the Closing Date;

(iv) Liens securing Indebtedness permitted by Section 6.01(d), provided that any such Lien shall apply only to the property that is the subject of such Indebtedness and, if applicable, the principal amount of Indebtedness secured by any such Lien shall at no time exceed 100% of the fair market value (as determined in good faith by Borrower or a Subsidiary, as applicable) of the respective property at the time it was so acquired plus taxes, transportation and installation costs;

(v) Liens securing Indebtedness constituting mortgage or purchase money financings, Capital Lease Obligations or similar financings assumed or incurred pursuant to Section 6.01(g) in connection with a Permitted Acquisition, provided that (A) such Liens attach only to property or assets acquired in connection with such acquisition, (B) such Liens were not created in contemplation of such acquisition and (C) such Liens shall secure only those obligations that they secure at the time of such acquisition and refinancings thereof permitted hereunder so long as the principal amount of obligations secured under this clause (v) is not increased;

(vi) Liens securing Indebtedness permitted under Section 6.01 except where such Indebtedness is stated therein to be unsecured;

(vii) extensions, renewals or replacements of any Lien referred to above, provided that such extension, renewal or replacement is limited to the Indebtedness and property originally secured and encumbered thereby; and

(viii) other Liens not listed above and not exceeding $500,000 at any time; provided that such Liens (other than purchase money financing and capital lease obligations) shall not rank prior to the Liens securing the Obligations.

(b) Enter into any agreement prohibiting the creation or assumption of any Lien upon properties or assets, whether now owned or hereafter acquired, except any such restriction that exists under (i) this Agreement, (ii) any documents governing secured Indebtedness permitted hereunder, provided that such restrictions only relate to the assets securing such Indebtedness, (iii) restrictions by reason of customary provisions contained in leases, licenses, governmental contracts and similar agreements entered into in the ordinary course of business, provided that such restrictions are limited to the property or assets subject to such leases, licenses, contracts or agreements), and (iv) any agreement with respect to a permitted sale or disposition of any assets, provided such restrictions are limited to the assets to be sold or disposed of.

SECTION 6.03. Financial Assistance.

Use any of the proceeds of the Term Loan under this Agreement or act in any way that infringes Section 151 of the Companies Act 1985 of the United Kingdom (as amended or otherwise re-enacted from time to time.

SECTION 6.04. Sale/Leaseback Transactions. Enter into any Sale/Leaseback Transaction.

SECTION 6.05. Investments, Loans and Advances. Have outstanding or make any loan or advance to, or have or make any Investment in, any other Person or suffer to exist any such loan, advance or Investment, or any obligation to make such loan, advance or Investment, except Permitted Investments; provided however, that a Loan Party may acquire all of the Equity Interests in the capital of a Person, or the Equipment and assets of a Business Unit (each such acquisition, a "Permitted Acquisition") if each of the following conditions is satisfied (unless waived by the Required Lenders):

(a) Borrower is in compliance, on a pro forma basis after giving effect to such Permitted Acquisition, with the covenants contained in Sections 6.14 and 6.15 recomputed as of the last day of the most recently ended Fiscal Quarter of Borrower as if such Permitted Acquisition had occurred on the first day of each relevant period for testing such compliance;

(b) no Default or Event of Default then exists (both before and after giving effect to such Permitted Acquisition);

(c) the aggregate cash purchase price for all Permitted Acquisitions from and after the Closing Date will not exceed $5,000,000 plus the amount of capital contributions the proceeds of which are used toward the purchase price for such Permitted Acquisitions (including any earnout payments, the value of which is determined in good faith by the board of directors of Borrower, or deferred purchase price payments);

(d) after giving effect to the Permitted Acquisition of the Business Unit to be acquired, Borrower will be in compliance with Section 6.10;

(e) if the Permitted Acquisition will be structured as a merger, amalgamation or other reorganization, the Loan Party that is the acquiror will be the surviving or continuing entity;

(f) the Permitted Acquisition has been approved by the board of directors or the requisite partnership vote of each of the subject Persons;

(g) each Business Unit acquired in a Permitted Acquisition shall have its primary operations in Canada, the United States, England or Germany;

(h) Borrower shall provide written notice of a Permitted Acquisition to the Administrative Agent and the Lenders at least 15 days prior to the consummation of such Permitted Acquisition, and all material documentation governing such Permitted Acquisition shall be delivered to the Administrative Agent in advance of the consummation of such Permitted Acquisition;

(i) Borrower shall have taken all actions set forth in, and fully complied with, Section 5.10 on or prior to the consummation of such Permitted Acquisition with respect to such Person or Business Unit so acquired; and

(j) Borrower shall, if requested by the Agent or the Required Lenders acting reasonably, have delivered to the Administrative Agent and the Lenders environmental reports with respect to any owned real property to be acquired in such Permitted Acquisition, reasonably satisfactory in scope and substance to the Administrative Agent and the Required Lenders.

SECTION 6.06. Mergers, Consolidations, Amalgamations and Acquisitions. Merge, consolidate, form a joint venture or partnership with, or wind up into or amalgamate with any other person; provided, the foregoing shall not prohibit (i) the merger, consolidation or wind up into or amalgamation of (A) Borrower with any Subsidiary (provided that Borrower shall survive, or continue after, any such merger, consolidation, wind up or amalgamation) or (B) a Subsidiary with any other Subsidiary, and (ii) the merger of a Business Unit with and into a Loan Party pursuant to a Permitted Acquisition.

SECTION 6.07. Sales of Assets. Consummate any Asset Sale; provided, the foregoing shall not prohibit (a) Asset Sales the aggregate proceeds of which do not exceed $5,000,000 in any Fiscal Year (the proceeds of such Asset Sales also being subject to mandatory prepayment as set out in the credit agreement in respect of the Senior Loans), (b) sales of inventory in the ordinary course of business on customary trade terms, (c) sales of Equipment which has become worn out, damaged or otherwise unsuitable for its intended purpose, (d) the lease of any assets by Borrower or any of the Subsidiaries to any other Subsidiary or to Borrower, (e) granting of discounts or forgiveness of account receivables in the ordinary course of business or in connection with collection or compromise thereof, (f) the sale or other disposition of Permitted Investments, (g) making of Investments permitted hereunder, and (h) making of Restricted Payments permitted hereunder.

SECTION 6.08. Restricted Payments.

(a) Declare or make, directly or indirectly, any Restricted Payment or set aside any amount for any such purpose.

(b) Notwithstanding the provisions of paragraph (a) above:

(i) the Subsidiaries may pay dividends or make other distributions to Borrower and other Subsidiaries (and in the case on NorthStar Cover-All, LLP and Cover-All Deutschland GmbH, may on a *pro rata* basis pay dividends or make other distributions to minority holders of Equity Interests in them);

(ii) so long as no Default or Event of Default exists or would result therefrom, the Loan Parties may pay management fees not exceeding an aggregate of $600,000 in each Fiscal Year or $150,000 in any Fiscal Quarter, such management fees to be paid no more frequently than once each Fiscal Quarter; provided that during the existence of a Default or an Event of Default shall not restrict the Loan Parties from paying in the ordinary course of business expense reimbursements and indemnities in connection with management fees;

(iii) the Loan Parties may make payments to Borrower and/or Holdco and Holdco may make payments to Cover All Holdings S.a.r.l. to permit Borrower and/or Holdco and/or Cover All Holdings S.a.r.l. to (A) pay federal, provincial and other taxes then due and owing and franchise and similar licensing expenses incurred in the ordinary course of business in connection with the Loan Parties, (B) reimburse Borrower and/or Holdco for audit fees and related expenses as well as maintenance fees, and (C) make payments required under the Purchase Agreement;

(iv) the Loan Parties may make payments in cash or upon notes issued to former employees, officers or directors of a Loan Party in connection with the redemption or repurchase of equity interests from such former employees, officers or directors upon termination of employment with a Loan Party or their death or disability, not to exceed $500,000 in any Fiscal Year or $2,000,000 during the term of this Agreement; and

(v) the Loan Parties may make deferred payments of fees to Audax (that would otherwise be due on the Closing Date in connection with the Transactions) on or before the end of the Borrower's 2008 Fiscal Year, in an aggregate amount not to exceed $1,282,500.

SECTION 6.09. Transactions with Affiliates. Effect any transaction with any Affiliate (other than with Borrower or a Loan Party) on a basis less favourable to Borrower or to such Loan Party than would be the case if such transaction had been effected with a Person not an Affiliate, provided the foregoing shall not prohibit:

(a) compensation, expense reimbursement and indemnities paid to directors of the Loan Parties in the ordinary course of business;

(b) stock option and compensation plans of the Loan Parties established in the ordinary course of business;

(c) employment contracts with officers and management of the Loan Parties established in the ordinary course of business;

(d) transactions among the Loan Parties expressly permitted herein;

(e) reimbursement of *bona fide* expenses incurred by Audax for the sole benefit of the Loan Parties in the ordinary course of business, such expenses not to exceed what would reasonably be incurred on an arm's length basis; and

(f) transactions described on Schedule 6.09 and agreed to by the Administrative Agent in its Permitted Discretion

SECTION 6.10. Business. Engage at any time in any business other than the businesses engaged in by Borrower or any Subsidiary on the Closing Date and businesses that are reasonably similar or reasonably related thereto, or are reasonable extensions thereof.

SECTION 6.11. Limitation on Dispositions of Stock of Subsidiaries. Directly or indirectly sell or otherwise dispose of, or permit Borrower or any Subsidiary to issue to any other Person (other than to Borrower or any Subsidiary), any shares of capital stock or other Equity Interests of

Borrower or any Subsidiary, other than, in the case of Cover-All Deutschland GmbH, as required under the option right described in Schedule 3.08

SECTION 6.12. Restrictions on Ability of Subsidiaries to Pay Dividends. Permit any Subsidiary to, directly or indirectly, voluntarily create or otherwise voluntarily cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Subsidiary to (a) pay dividends or make any other distributions on its capital stock or any other Equity Interest or (b) make or repay loans or advances to any Loan Party, except for encumbrances or restrictions under this Agreement and the other Loan Documents or under applicable law, or the restrictions contained in Section 10 of the amended articles of association of Cover-All Deutschland GmbH (which as of the Closing Date have been filed for registration but not yet registered with the commercial register) and any agreement with respect to dividends or other distributions entered into with the minority shareholder of Cover-All Deutschland GmbH prior to the Closing Date..

SECTION 6.13. Capital Expenditures. Incur Capital Expenditures in any Fiscal Year in an aggregate amount in excess of $1,000,000. Notwithstanding the preceding sentence, to the extent that the aggregate amount of Capital Expenditures made by the Loan Parties during any Fiscal Year is less than $1,000,000, 50% the amount of such difference (as used in this Section, the "**Rollover Amount**") may be carried forward and used to make Capital Expenditures during the succeeding Fiscal Year (with the amount of Capital Expenditures made in such succeeding Fiscal Year being applied first to the Rollover Amount).

SECTION 6.14. Total Leverage Ratio. Permit the Total Leverage Ratio during any Fiscal Quarter to exceed the amount set out next to that Fiscal Quarter in Schedule 6.14.

SECTION 6.15. Fixed Charge Coverage Ratio. Permit the Fixed Charge Coverage Ratio any times during the last four quarters most recently ended to be less than 1.05 to 1.00.

SECTION 6.16. Fiscal Year. Cause the Fiscal Year of Borrower or any Subsidiary to end on a date other than the last day of Period 13 of such Fiscal Year.

SECTION 6.17. Amendments of Organizational Documents and Other Agreements.

(a) Cause or suffer to exist any amendment, restatement, supplement or other modification to the Organizational Documents of Borrower, any Subsidiary or any other Loan Party without the prior written consent of the Required Lenders, unless such amendment, restatement, supplement or modification is not adverse to the interests of the Lenders hereunder or under the other Loan Documents or, in the case of Cover-All Deutschland GmbH, is contemplated as part of the satisfaction hereunder of the German Conditions Precedent.

(b) Amend in any way (i) the Purchase Agreement in any manner adverse to the Lenders or (ii) the maturity date, interest rate, principal amount or schedule of payments of principal and interest with respect to German Secured Indebtedness or the German Non-Prepayable Indebtedness.

SECTION 6.18. Deferred Purchase Price. Make any payments (other than payments solely in the form of Holdco capital stock or options to purchase Holdco capital stock and other than payments made in connection with working capital adjustments or indemnification obligations) in respect of deferred purchase price, earn-outs or other payments to former owners of an acquired Business Unit or Investment after the closing date of a Permitted Acquisition unless (i) no Default

or Event of Default has occurred and is continuing and no Default or Event of Default would result therefrom and (ii) Borrower would have been in pro forma compliance with the financial covenants set forth in Sections 6.14 and 6.15 had such payment been made on the last day of the immediately preceding Fiscal Quarter.

SECTION 6.19. Limitation on Creation of Subsidiaries. Not establish, create, acquire or suffer to exist any Subsidiary, except that any Borrower or any Subsidiary may establish or create one or more wholly-owned Subsidiaries (or such non wholly-owned Subsidiaries as the Required Lenders may permit in their sole discretion) and transfer assets to such newly established or created Subsidiaries so long as (i) the creation, establishment, acquisition, or existence of any such new Subsidiary is in compliance with Section 6.05 (with the transfer of any assets constituting an Investment under Section 6.05), (ii) 100% (or such lesser amount as the Required Lenders permit in their sole discretion) of the Equity Interests of such Subsidiary is upon the creation, establishment or acquisition of any such new Subsidiary pledged to the Administrative Agent for the benefit of the Lenders, and (iii) upon the creation, establishment or acquisition of any such new Subsidiary, such Subsidiary executes the documents required to be executed by it in accordance with Section 5.10.

SECTION 6.20. Swap Liability

Not allow net obligations of the Loan Parties in respect of Swap Agreements (such net obligations to be equal at any time to the termination value of such Agreements or other arrangements that would be payable by or to the Loan Parties at such time) to exceed $4,000,000 at any time, excluding net obligations in respect of Swap Agreements required to be entered into pursuant to Section 6.18 of the credit agreement in respect of the Senior Loans.

SECTION 6.21. Advances to Cover-All Deutschland GmbH.

Not make or allow any other Loan Party to make any loans, advances or other payments to Cover-All Deutschland GmbH prior to the satisfaction in full of the German Conditions Precedent.

ARTICLE VII

Events of Default

SECTION 7.01. Events of Default

In case of the happening of any of the following events (each, an "Event of Default"):

(a) any representation or warranty made or deemed made in any Loan Document, or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument furnished pursuant to any Loan Document, shall prove to have been false or misleading in any material respect when so made, deemed made or furnished;

(b) default shall be made in the payment of any principal of the Term Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

Documents (except for its or such Person's own gross negligence or wilful misconduct), (b) be responsible in any manner to any Lender (or any Lender's participants) for any recitals, statements, representations or warranties made by Borrower or any of the Subsidiaries or any officer thereof contained in this Agreement or the other Loan Documents or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or the other Loan Documents, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or the other Loan Documents or for any failure a Loan Party to perform its obligations hereunder or thereunder, or (c) have any obligation whatsoever to any of the Lenders to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered, or that the Administrative Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Administrative Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Administrative Agent may act in any manner it may deem appropriate, in its sole discretion, given the Administrative Agent's own interest in the Collateral in its capacity as one of the Lenders and that the Administrative Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement, or to inspect the properties, books or records of Borrower or any of the Subsidiaries.

SECTION 8.04. Reliance by the Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any Note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to Borrower or any of the Subsidiaries), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless such Note shall have been transferred in accordance with Section 9.04. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement and the other Loan Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the Notes in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Notes.

SECTION 8.05. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received notice from a Lender or Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall promptly give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may take such other action, or refrain from taking such

action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

SECTION 8.06. Non-Reliance on Agent and Other Lenders. Each Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereinafter taken, including any review of the affairs of Borrower and the Subsidiaries, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of Borrower and the Subsidiaries and made its own decision to make its Term Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of Borrower and the Subsidiaries. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder or by the other Loan Documents, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, financial and other condition or creditworthiness of Borrower and the Subsidiaries which may come into the possession of the Administrative Agent, or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

SECTION 8.07. Indemnification. The Lenders agree to indemnify the Administrative Agent in its capacity as such (to the extent not reimbursed by Borrower and without limiting the obligation of Borrower to do so), in proportion to each Lender's pro rata share (based on its Term Commitments hereunder (provided that (i) in the case of Term Loan or (ii) in the event that such Term Commitments shall have expired or been terminated, such pro rata share shall be based on the respective principal amounts of the outstanding Term Loan), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including at any time following the payment of the Notes) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or the other Loan Documents, or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided that no Lender shall be liable to the Administrative Agent hereunder for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Administrative Agent's gross negligence or willful misconduct or resulting solely from transactions or occurrences that occur at a time after such Lender has assigned all of its interests, rights and obligations under this Agreement pursuant to Section 9.04 or, in the case of a Lender to which an assignment is made hereunder pursuant to Section 9.04, at a time before such assignment. The agreements in this subsection shall survive the payment of the Notes, the Obligations and all other amounts payable hereunder and the termination of this Agreement.

SECTION 8.08. Administrative Agent in Its Individual Capacity. The Administrative Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of

business with the Loan Parties as if the Administrative Agent were not the Administrative Agent hereunder. With respect to its Term Commitment, the Term Loan made or renewed by it and any Note issued to it, the Administrative Agent shall have and may exercise the same rights and powers under this Agreement and the other Loan Documents and is subject to the same obligations and liabilities as and to the extent set forth herein and in the other Loan Documents for any other Lender. The terms "Lenders" or "Required Lenders" or any other term shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity as a Lender or one of the Required Lenders.

SECTION 8.09. Successor Administrative Agent. Subject to the appointment and acceptance of a successor Administrative Agent as provided below, the Administrative Agent may resign at any time by notifying the Lenders and Borrower. Upon any such resignation, the Required Lenders shall have the right to appoint a Lender as the successor, which successor agent shall, unless a Default or Event of Default shall have occurred and be continuing, be subject to approval by Borrower (not to be unreasonably withheld or delayed); provided that any successor Administrative Agent shall not be a non-resident of Canada or shall be deemed to be resident in Canada for the purposes of Part XIII of the ITA. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall not be a non-resident of Canada or shall be deemed to be resident in Canada for the purposes of Part XIII of the ITA. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. After the Administrative Agent's resignation hereunder, the provisions of this Article IX and Section 9.05 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent.

SECTION 8.10. Notices from Administrative Agent to Lenders. The Administrative Agent shall promptly, upon the written request from any Lender, forward to Lender copies of any written notices, reports or other information supplied to it by Borrower (but which Borrower is not required to supply directly to the Lenders). All notices and other communications to the Lenders hereunder may be delivered or furnished in accordance with Section 9.01, or by electronic communication (including email and internet or intranet websites) pursuant to procedures approved by the Administrative Agent.

SECTION 8.11. Field Examination Reports; Disclaimer by Lenders. Each Lender: (a) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after it becomes available, a copy of each field examination report (each a "Report" and collectively, "Reports") prepared by the Administrative Agent or its agents; (b) expressly agrees and acknowledges that the Administrative Agent makes no representation or warranty as to the accuracy of any Report or shall be liable for any information contained in any Report; (c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Administrative Agent or other party performing any audit or examination will inspect only specific information regarding Borrower and will rely significantly upon Borrower's books and records, as well as on representations of Borrower's personnel; (d) agrees to keep all Reports confidential in accordance with its standard operating procedures and strictly for its internal use, and not to distribute (except to its Affiliates, directors, officers, employees, attorneys, agents, participants, assignees or its prospective participants or assignees) or use any Report in any other manner (except to the extent that disclosure or distribution is made pursuant

to law, rule, regulation or legal or other process); and (e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees (i) to hold the Administrative Agent harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with the Term Loan or other credit accommodations that the indemnifying Lender has made or may make to Borrower, and (ii) to pay and protect, and indemnify, defend and hold the Administrative Agent harmless from and against, the claims, actions, proceedings, damages, costs, expenses and other amounts (including reasonable attorneys' fees) incurred by the Administrative Agent as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. Except as otherwise expressly permitted herein, notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed or sent by fax, as follows:

(a) if to Borrower, to it at 3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4 Attention: Nathan Stobbe &Todd Payne (Fax No. (306) 657-2751);

(b) if to CIBC, as Lender or Administrative Agent, to it at CIBC, BCE Place – 161 Bay Street, 8th Floor, Toronto, Ontario, M1J 2S8, Syndication Agency, Attention: Marina Tellis (Fax No. (416) 956-3830), with a copy to CIBC, 400 Burrard Street, 7th Floor, Vancouver, B.C. V6C 3A6, Attention: Robert Stevens (Fax No. (604) 665-1144);

(c) if to any other Lender, at its address (or fax number) set forth in its Administrative Questionnaire.

Any party hereto may change its address or fax number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by fax, or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 9.01. The Administrative Agent shall deliver to Borrower a copy of each Administrative Questionnaire received by it.

SECTION 9.02. Survival of Agreement. All covenants, agreements, representations and warranties made by Borrower herein and by the Loan Parties in the other Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders, the Administrative Agent and shall survive the making by the Lenders of the Term Loan, regardless of any investigation made by, or on behalf of, the Lenders, and shall continue in full force and effect as long as the principal of or any accrued interest on the Term Loan or any Fee or any other amount payable under this Agreement or any other Loan Document is outstanding and unpaid and so long as the Term Commitments have not been terminated. The provisions of Sections 2.11, 2.15 and 9.05, Section 9.15 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby,

the repayment of the Term Loan, the expiration or termination and the Term Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.03. Counterparts; Binding Effect. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the Loan Parties and the Lenders and their respective successors and assigns, except that none of the Loan Parties shall have the right to assign its rights or duties hereunder or any interest herein without the prior consent of all the Lenders, and any attempted assignment by any such Person shall be void (it being understood that a merger of a Loan Party with and into any other Person in which the other Person is the surviving entity shall not be considered an assignment of such Loan Party's duties hereunder and would instead be subject to the restrictions of Section 6.06).

SECTION 9.04. Successors and Assigns.

(a) Subject to Section 9.03, whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of the Loan Parties or the Lenders that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

(b) Each Lender may assign to one or more assignees (each of which must be a resident of Canada or deemed to be a resident of Canada for purposes of Subsection 212(13.3) of the ITA) (treating any Approved Funds that are administered or managed by the same Person or an Affiliate of such Person as a single assignee) all or a portion of its interests, rights and/or obligations under this Agreement (including all or a portion of its Term Commitment and the Term Loan at the time owing to it); provided, however, that: (i) except in the case of an assignment to a Lender, an Affiliate of the assigning Lender or an Approved Fund (unless the Lender, Affiliate or Approved Fund is not then a Term Lender), each of the Administrative Agent and the Borrower, at any time after the earlier of (A) the date upon which the Administrative Agent reasonably determines that the primary syndication of the Term Loans has been completed (it being understood that the Administrative Agent will promptly notify Borrower of the occurrence of such date) and (B) 60 days after the Closing Date, must give its prior written consent to such assignment (which consent shall not be unreasonably withheld or delayed, it being understood that such consent shall be deemed to have been reasonably withheld if such assignment would subject Borrower to additional costs or liabilities under Sections 2.11, 2.15 or 9.05); provided that prior to the earlier of (A) and (B) above, the Administrative Agent shall consult with the Borrower prior to any such assignment; and further provided, that the consent of Borrower shall not be required if a Default or Event of Default has occurred and is continuing on the date of the Assignment and Acceptance, (ii) except in the case of an assignment to a Lender, an Affiliate of the assigning Lender or an Approved Fund, or in the case of an assignment of an amount equal to the remaining balance of such Lender's Term Commitment, the amount of the Term Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000, unless each of Borrower and

the Administrative Agent otherwise consents, and (iii) the parties to each such assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, and a processing and recordation fee of $3,500; provided further that, notwithstanding the foregoing, the sale or assignment by any assignor (which acquired an interest in the Term Commitments in an amount less than $1,000,000 pursuant to an exception to clause (ii) of the immediately preceding proviso) to any Person that is not a Lender or an Affiliate of such assignor or an Approved Fund shall be subject to the minimum assignment requirement set forth in the immediately preceding proviso if all the Affiliates of such Lender hold Term Commitments in the amount of $1,000,000 or more in the aggregate. Upon acceptance and recording pursuant to paragraph (d) below, from and after the effective date specified in each Assignment and Acceptance, (i) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, shall have the rights and obligations of a Lender under this Agreement and the other Loan Documents and (ii) the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto, but shall continue to be entitled to the benefits of Sections 2.11, 2.15 and 9.05, as well as to any Fees accrued for its account and not yet paid).

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (i) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby, free and clear of any adverse claim; (ii) except as set forth in clause (i) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Loan Parties or the performance or observance by the Loan Parties of any of their obligations under this Agreement or under any other Loan Document or any other instrument or document furnished pursuant hereto; (iii) such assignee represents and warrants that it is legally authorized to enter into such Assignment and Acceptance; (iv) such assignee confirms that it has received a copy of this Agreement, together with copies of any amendments or consents entered into prior to the date of such Assignment and Acceptance and copies of the most recent financial statements delivered pursuant to Section 5.04 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (v) such assignee will independently and without reliance upon any such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (vi) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof and of the other Loan Documents, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all the obligations that by the terms of this Agreement are required to be performed by it as a Lender.

(d) The Administrative Agent, acting for this purpose as agent of Borrower, shall maintain at one of its offices in Toronto a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Term Commitments of, and principal amount of the Term Loan owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive in the absence of manifest error and Borrower and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, together with an Administrative Questionnaire completed in respect of the assignee (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) above and the written consent to such assignment of any Person whose consent is required pursuant to paragraph (b) above, the Administrative Agent shall (i) accept such Assignment and Acceptance and (ii) record the information contained therein in the Register. No assignment shall be effective unless it has been recorded in the Register as provided in this paragraph (e).

(f) Each Lender may, without the consent of Borrower or the Administrative Agent, sell participations to one or more banks or other entities in all or a portion of its rights and obligations under this Agreement (including all or a portion of its Term Commitment and the Term Loan owing to it); provided, however, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participating banks or other entities shall be entitled to the benefit of the cost protection provisions contained in Sections 2.11, 2.15 and 9.05 to the same extent as if they were Lenders, provided that Borrower shall not be required to reimburse the participating banks or other entities pursuant to Sections 2.11, 2.15 or 9.05 in an amount in excess of the amount that would have been payable thereunder to such Lender had such Lender not sold such participation, and (iv) Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, and such Lender shall retain the sole right to enforce the obligations of the Loan Parties under the Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement (provided that the participating bank or other entity may be provided with the right to approve amendments, modifications or waivers affecting it that (v) decrease any Fees payable hereunder, (w) decrease the amount of principal of, or the rate at which interest is payable on, the Term Loan, (x) extend any scheduled principal payment date or date for the scheduled payment of interest on the Term Loan, (y) increase the amount of or extend the termination date of the Term Commitments or (z) release a Guarantor from its guarantee under the Guarantee Agreement (except as expressly contemplated by any Loan Document) or all or substantially all of the Collateral from the Liens created under the Security Documents (except as expressly contemplated by any Loan Document).

(g) Notwithstanding the limitations set forth in paragraph (b) above, (i) any Lender may at any time assign all or any portion of its rights under this Agreement to a Federal Reserve Bank without the prior written consent of Borrower (unless such assignment would subject Borrower to additional costs or liabilities under Sections 2.11; 2.15 or 9.05) or the

Administrative Agent and (ii) any Lender which is a fund may pledge all or any portion of its rights under this Agreement to its trustee or other creditor in support of its obligations to its trustee or other creditor without the prior written consent of Borrower or the Administrative Agent and, provided that no such assignment pursuant to clause (i) or (ii) shall release a Lender from any of its obligations hereunder or substitute any such Bank or trustee for such Lender as a party hereto.

SECTION 9.05. Expenses; Indemnity.

(a) Borrower agrees to pay all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation, execution and delivery of this Agreement and the other Loan Documents (including all costs relating to due diligence) or in connection with any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions hereby contemplated shall be consummated) or incurred by the Administrative Agent or any Lender in connection with the enforcement or protection of their rights in connection with this Agreement and the other Loan Documents or in connection with the Term Loan made , including the reasonable fees, disbursements and other charges of Lenders' Counsel, and, in connection with any such enforcement or protection, the reasonable fees, disbursements and other charges of any other counsel for the Administrative Agent or any Lender. The Borrower further agree to indemnify the Administrative Agent and the Lenders from, and hold them harmless against, any documentary taxes, assessments or similar charges made by any Governmental Authority by reason of the execution and delivery of this Agreement or any of the other Loan Documents.

(b) Borrower agrees to indemnify the Lead Arranger, the Administrative Agent and each Lender and each of their respective directors, officers, employees, trustees, advisors and agents (each such person being called an "Indemnitee") against, and to hold each Indemnitee harmless from, any and all out of pocket losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, disbursements and other charges, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the Transactions and the other transactions contemplated hereby or thereby, (ii) the use of the proceeds of the Term Loan, (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto or (iv) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by Borrower or any of the Subsidiaries or any of their respective predecessors or any liability under any Environmental Law related in any way to Borrower or any of the Subsidiaries, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses have resulted from the gross negligence or wilful misconduct of such Indemnitee or its directors, officers, employees, trustees, advisors or agents, (ii) a dispute among Indemnitees, or (iii) a breach by such Indemnitee of a contractual obligation owed to a Loan Party.

(c) The provisions of this Section 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of the Term Loan, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan

Document, or any investigation made by or on behalf of the Administrative Agent or any Lender. All amounts due under this Section 9.05 shall be payable promptly after written demand therefor.

SECTION 9.06. Right of Setoff. Each Lender is hereby authorized, in addition to any other right or remedy that any Lender may have by operation of law or otherwise, at any time and from time to time upon any amount becoming due and payable by any Loan Party under any Loan Document, after the expiration of any grace period with respect thereto, to exercise, without advance notice to Borrower (any such notice being expressly waived by each such Person), its banker's lien or right of combination of accounts or right of setoff and apply any and all deposits (general or special, time or demand, provisional or final, but excluding any tax withholding, payroll or trust accounts) at any time held and other Indebtedness at any time owing by such Lender to or for the credit or the account of any Loan Party against such due and payable amount. Each Lender agrees to promptly notify Borrower and the Administrative Agent after any such setoff and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 9.07. Applicable Law. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ALBERTA (excluding those Loan Documents which by their terms are governed by the laws of another jurisdiction) BUT EXCLUDING ALL CHOICE OF LAW AND CONFLICTS OF LAWS RULES THEREOF.**

SECTION 9.08. Waivers; Amendment.

(a) No failure or delay on the part of the Administrative Agent or any Lender in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuation of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Loan Parties therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Loan Parties in any case shall entitle the Loan Parties to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement or any of the other Loan Documents nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Borrower and the Required Lenders and (ii) in the case of any other Loan Document, pursuant to an agreement or agreements entered into by the parties to such Loan Document, in each case, except as set forth in the final sentence of this paragraph (b), with the consent of the Required Lenders; provided, however, that no such agreement shall (i) decrease the principal amount of, or extend the maturity of or any scheduled principal payment date or date for the scheduled payment of any interest on the Term Loan, or waive or excuse any such payment or any part thereof, or decrease the rate of interest on the Term Loan, without the prior written consent of each Lender affected thereby, (ii) increase the

amount of or extend the termination date of the Term Commitment of, or decrease or extend the date for payment of any Fee owing to, any Lender without the prior written consent of such Lender, (iii) amend or modify the pro rata requirements of Section 2.12 or the provisions of Section 9.03 concerning the assignment of Borrower's obligations hereunder, the provisions of this Section 9.08 or release a Guarantor from its guarantee under the Guarantee Agreement (except as expressly contemplated by any Loan Document) or all or substantially all of the Collateral from the Liens created under the Security Documents (except as expressly contemplated by any Loan Document), without the prior written consent of each Lender, or (iv) reduce the percentage contained in the definition of the term "Required Lenders" without the prior written consent of each Lender; provided, further, however, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder or under any other Loan Document without the prior written consent of the Administrative Agent. The Lenders hereby authorize the Administrative Agent to enter into such amendments, restatements, supplements or other modifications to the Security Documents as are deemed reasonably necessary by the Administrative Agent to protect and preserve the Liens on the Collateral created or purported to be created thereunder or to reflect or give effect to any transaction permitted under this Agreement.

SECTION 9.09. Release of Collateral and Guarantors. Each Lender hereby directs the Administrative Agent to release the Liens held by it under the Security Documents and the Guarantees made in the Loan Documents as follows:

(a) upon payment in full in cash of the Term Loan and all the other Obligations (other than unasserted contingent and indemnification obligations), termination of all Term Commitments (or the making of other arrangements satisfactory to the Administrative Agent), the Administrative Agent is authorized to release all of the Liens created, and all the Guarantees made, under the Loan Documents;

(b) upon any sale or other disposition of Collateral permitted hereunder, or consummation of any transaction permitted hereunder as a result of which any Guarantor ceases to be a Subsidiary of Borrower, the Administrative Agent is authorized to release such Liens that relate solely to the Collateral sold or otherwise disposed and the Guarantee made by such Guarantor under the Loan Documents; and

(c) upon consent by the Required Lenders, the Administrative Agent is authorized to release such Liens on any part of the Collateral which release does not require the consent of all of the Lenders as set forth in Section 9.08;

provided, however, that (i) the Administrative Agent shall not be required to execute, or cause any Person to execute, any such document on terms which, in its opinion, would expose it to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Liens upon (or obligations of Borrower or any of the Subsidiaries in respect of) all interests retained by Borrower or any of the Subsidiaries.

SECTION 9.10. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the applicable interest rate, together with all fees and charges that are treated as interest under applicable law (collectively, the "Charges"), as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Lender, shall exceed the maximum lawful rate (the "Maximum Rate") that

may be contracted for, charged, taken, received or reserved by such Lender in accordance with applicable law, the rate of interest payable to such Lender hereunder, together with all Charges payable to such Lender, shall be limited to the Maximum Rate.

SECTION 9.11. Entire Agreement. This Agreement, the other Loan Documents and any separate fee letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any Person other than the parties hereto and thereto (and their respective successors and assigns permitted hereby and each other Person that is an Indemnitee) any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 9.12. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any legal proceeding directly or indirectly arising out of, under or in connection with this Agreement or any of the other Loan Documents or the transactions contemplated hereby. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other Loan Documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.12.

SECTION 9.13. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavour in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9.14. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 9.15. Confidentiality. Each Lender agrees not to disclose to any Person the Information (as defined below) in accordance with such Lender's customary procedures for non-disclosure of confidential information of third parties of this nature and in accordance with safe and sound lending practices without the prior written consent of Borrower, which consent shall not be unreasonably withheld, except that any Lender shall be permitted to disclose Information (i) to its and its Affiliates' officers, directors, employees, agents and representatives (including its auditors and counsel) or to any pledgee referred to in Section 9.04(g)(ii) or any direct or indirect contractual counterparty in Swap Agreements or such contractual counterparty's professional advisor (so long as such pledgee, contractual counterparty or professional advisor to such contractual counterparty agrees in writing to be bound by the provisions of this Section 9.05); (ii) to the extent (A) required by applicable laws and regulations or by any subpoena or similar legal process or (B) requested or required by any regulatory authority or The National Association of Insurance Commissioners or any similar organization, or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio; (iii) to the extent such Information (A) becomes publicly available other than as a result

of a breach of this Agreement, (B) becomes available to such Lender on a non-confidential basis from a source other than a Loan Party or its Affiliates or (C) was available to such Lender on a non-confidential basis prior to its disclosure to such Lender by a Loan Party or its Affiliates; (iv) to any actual or prospective assignee of, or prospective purchaser of a participation in, the rights of such Lender hereunder; or (v) in connection with any suit, action or proceeding relating to the enforcement of rights hereunder or under any other Loan Document or in connection with the transactions contemplated hereby. As used in this Section 9.15, as to any Lender, the term "Information" shall mean any written materials, documents and information that Borrower or any of its Affiliates may have furnished or may hereafter furnish to any Lender in connection with this Agreement.

SECTION 9.16. Jurisdiction; Consent to Service of Process.

(a) Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Courts of the Province of Alberta, and any court sitting in Calgary, Alberta, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such jurisdiction. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Loan Party or its properties in the courts of any jurisdiction.

(b) Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any Alberta court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.17. Judgment Currency.

(a) Borrower's obligations hereunder and Borrower's and the other Loan Parties' obligations under the other Loan Documents to make payments in Dollars (the "Obligation Currency") shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than the Obligation Currency, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent or the applicable Lender of the full amount of the Obligation Currency expressed to be payable to the Administrative Agent or the applicable Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against Borrower or any other Loan Party in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than the Obligation Currency (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in the Obligation Currency, the conversion shall be made at

the rate of exchange (as quoted by the Administrative Agent or if the Administrative Agent does not quote a rate of exchange on such currency, by a known dealer in such currency designated by the Administrative Agent) determined, in each case, as of the date immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, Borrower covenants and agrees to pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount), as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the amount of any payment in the Obligation Currency under this Section 9.17, the rate of exchange used shall take into account any premium and costs payable in connection with the purchase of the Obligation Currency.

SECTION 9.18. Certain Relationships. Nothing contained in this Agreement and no action taken by the Administrative Agent or any Lender pursuant hereto shall be deemed to constitute the Administrative Agent or the Lenders a partnership, an association, a joint venture or other entity. None of the Administrative Agent or the Lenders has any fiduciary relationship with or any fiduciary duty to Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Administrative Agent and the Lenders, on the one hand, and Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor.

SECTION 9.19. USA Patriot Act. Each Lender subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") hereby notifies Borrower that pursuant to the Act it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow such Lender to identify Borrower in accordance with the Act.

SECTION 9.20. Waiver of Consequential Damages, Etc. BORROWER AGREES NOT TO ASSERT ANY CLAIM AGAINST ANY OTHER PARTY HERETO, ANY OF ITS AFFILIATES, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS OR AGENT, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR OTHERWISE RELATING TO ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR IN ANY OTHER LOAN DOCUMENT OR THE ACTUAL OR PROPOSED USE OF THE PROCEEDS OF THE TERM LOANS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

1353537 ALBERTA LTD.

by: _____

Name: Franklin H. Foster

Title: Secretary

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent

by: _____

Name:

Title:

_____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

1353537 ALBERTA LTD.

by:

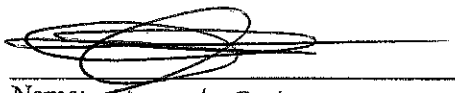
_____

Name:

Title:

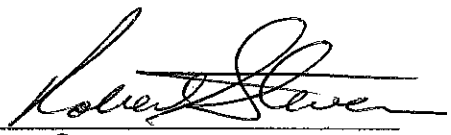
CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent

by:



Name: Michael Scott

Title: Authorized Signatory



Name: Robert Stevens

Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, individually and as Lender,

by:

Name: Michael Scott

Title: Authorized Signatory

Name: Robert Stevens

Title: Authorized Signatory

SCHEDULE 1.01

BORROWER'S ACCOUNTING PERIODS

	Quarter Ended	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Period 1		02/24/07	03/01/08	02/28/09	02/27/10	02/26/11	03/03/12
Period 2		03/24/07	03/29/08	03/28/09	03/27/10	03/26/11	03/31/12
Period 3		04/21/07	04/26/08	04/25/09	04/24/10	04/23/11	04/28/12
Period 4	1Q	05/19/07	05/24/08	05/23/09	05/22/10	05/21/11	05/26/12
Period 5		06/16/07	06/21/08	06/20/09	06/19/10	06/18/11	06/23/12
Period 6		07/14/07	07/19/08	07/18/09	07/17/10	07/16/11	07/21/12
Period 7	2Q	08/11/07	08/16/08	08/15/09	08/14/10	08/13/11	08/18/12
Period 8		09/08/07	09/13/08	09/12/09	09/11/10	09/10/11	09/15/12
Period 9		10/06/07	10/11/08	10/10/09	10/09/10	10/08/11	10/13/12
Period 10	3Q	11/03/07	11/08/08	11/07/09	11/06/10	11/05/11	11/10/12
Period 11		12/01/07	12/06/08	12/05/09	12/04/10	12/03/11	12/08/12
Period 12		12/29/07	01/03/09	01/02/10	01/01/11	12/31/11	01/05/13
Period13	4Q	02/02/08	01/31/09	01/30/10	01/29/11	02/04/12	02/02/13

SCHEDULE 2.01

LENDERS AND THEIR COMMITMENTS

Lender	Term Loan	
	$	%
CIBC	$15,000,000	100.0000%
Total	$15,000,000	100.0000%

SCHEDULE 3.07

EXCEPTIONS TO TITLE TO THE ASSETS OF THE BORROWER AND THE SUBSIDIARIES

NIL.

SCHEDULE 3.08

SUBSIDIARIES

Subsidiary	Ownership	Number of Shares
1353537 Alberta Ltd.	Cover-All Holding Corp.	31,9542,540 common shares
Cover-All U.S. Holding Corp.	Cover-All Holding Corp.	100 common shares (initial formation)
Cover-All Building Systems Inc.	1353537 Alberta Ltd.	13,353,712 Class A Shares 3,037,302 Class G Shares
Summit Structures Limited (UK)	Cover-All Building Systems Inc.	100%
Cover-All Deutschland GmbH (Germany)	Summit Structures Limited (UK)	95%
Summit Structures, LLC	Cover-All Building Systems Inc.	100 units / 100 %
Quick Structures, LLC	Cover-All Building Systems Inc.	100 units / 100%
Cover-All Holdings U.S., LLC	Cover-All Building Systems Inc.	100%
Summit Structures U.S., LLC	Summit Structures, LLC	1,000 units / 100%
Cover-All Building Systems of New York, Inc.	Summit Structures, LLC	100 shares of common stock / 100%
Summit Project Management, LLC	Summit Structures, LLC	1,000 units / 100%
NorthStar Cover-All, LLC	Cover-All Holdings U.S., LLC	51%

Remaining Options

Employee Name	F 06 Options	Strike $	F 07 Options	Strike $	F08 Options	Strike $
Todd Payne	33,334	1.00				
	33,333	1.16				
	33,333	1.32				

Employee Name	F 06 Options	Strike $	F 07 Options	Strike $	F08 Options	Strike $
Dale Calver	33,334	1.00				
	33,333	1.16				
	33,333	1.32				
Galen Sonntag	16,667	1.00				
			16,667	1.16		
					16,666	1.32
Peter Bielefeld	16,667	1.00				
			16,667	1.16		
					16,666	1.32
Randy Crosson	16,667	1.00				
			16,667	1.16		
					16,666	1.32
Wayne Gursky	16,667	1.00				
			16,667	1.16		
					16,666	1.32
Darcy McLean	16,667	1.00				
			16,667	1.16		
					16,666	1.32
Ivan Hein	10,000	1.00				
			10,000	1.16		
					10,000	1.32
Rod Manske			10,000	1.16		
			10,000	1.16		
					10,000	1.32
Rob Roach	10,000	1.00				
			10,000	1.16		
					10,000	1.32
Cote Family Trust			10,000	1.00		
			10,000	1.16		
					10,000	1.32
Total Options	303,335		143,335		123,330	

Employee Name	F 06 Options	Strike $	F 07 Options	Strike $	F08 Options	Strike $
Total Options:	570,000					

Vendors' Options

The senior executives are exchanging their vendor options as follows for options in Cover-All Holding Corp.:

Employee Name	F 06 Options	Strike $	F 07 Options	Strike $	F08 Options	Strike $
Nathan Stobbe	33,334	1.00				
	33,333	1.16				
	33,333	1.32				
Paul Johnson	33,334	1.00	149,997	1.16		
	33,333	1.16				
	33,333	1.32				
Todd Payne			149,997	1.16		

Immediately prior to the amalgamation of all of the Canadian entities forming part of Cover-All Building Systems Inc., all of the remaining options will be assigned to Cover-All Building Systems Inc. in exchange for promissory notes equal to the fair market value of such options less the applicable strike price of such options.

Option Right of Sebastian Huennekens

1. Call-Option Sebastian Hünnekens pursuant to clause 8.1: acquisition of up to 5%, to be executed in a period between 2008-2017;
2. Put Option Sebastian Hünnekens pursuant to clause 8.3: in case of revocation as managing director/termination of service agreement, Summit may be requested to acquire Sebastian Hünnekens shares; if put option is not exercised, Summit may acquire all shares of Sebastian Hünnekens;
3. Put option/Right of first Refusal pursuant to Clause 8.5: if third party offers to acquire at least 50% of the shares in the Company from Summit, Sebastian Hünnekens is obligated to sell a proportionate amount of his shares to the same conditions. Furthermore, Sebastian Hünnekens has the right to acquire the share capital for which the offer has been made under the conditions of the offer.

SCHEDULE 3.09

LITIGATION

Parties to action:	*Hanover Insurance Company a/s/o Longhorn Trucking Company, Inc. v. Cover-All Building Systems of New York, Inc. and Cover-All Building Systems, Inc.*
Jurisdiction:	United States District Court Northern District of New York, Case
No. 07-CV-	0993

Class Action Suits

The following civil suits fall under one class action suit. Subject to a Stipulation of Dismissal dated December 29, 2006 from the United States District Court Southern District of New York, Summit Structures was dismissed without prejudice subject to a conditional stipulation of reinstatement whereby the Plaintiffs may reinstate their claim based on the discovery of fact asserted where such facts were not previously provided in discovery as of the date of the Stipulation. There is no set of facts nor any circumstances that, to the knowledge of the Vendors, exist, which could form the basis for the reinstatement of such claims against Summit Structures or any other member of the Cover-All Group.

1. *Boscaino v. Silverstein Properties et al*, filed February 1, 2005, Case No. 1:2005cv01101;

2. *Keary v. The City of New York et al*, filed March 22, 2205, Case No. 1:2005cv03162;

3. *Wales et al v. 1 World Trade Centre, LLC*, filed August 17, 2005, Case No. 1:2005cv07291;

4. *Ahern et al v. 1 World Trade Centre, LLC*, filed September 23, 2005, Case No. 1:2005cv08221;

Gaspar v. 1 World Trade Centre, LLC, filed December 22, 2005, Case No. 1:2005cv10739.

SCHEDULE 3.14

ENVIRONMENTAL MATTERS

NIL.

SCHEDULE 3.16

LIEN FILING OFFICES

1353537 Alberta Ltd.

Alberta

Ontario

Saskatchewan

Cover-All Holding Corp.

Nova Scotia

Saskatchewan

District of Columbia

Cover-All Building Systems Inc.

Alberta

Saskatchewan

Ontario

United Kingdom

District of Columbia

Summit Structures Limited

UK

Cover-All Deutschland GmbH

N/A

Summit Structures, LLC

Pennsylvania

Quick Structures, LLC

Pennsylvania

Cover-All Holdings U.S., LLC

Pennsylvania

Cover-All U.S. Holding Corp.

Delaware

Summit Structures U.S., LLC

Pennsylvania

Cover-All Building Systems of New York, Inc.

New York

Summit Project Management, LLC

Pennsylvania

SCHEDULE 3.19

REAL PROPERTY OF THE LOAN PARTIES

Owned

1. 3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

Leased

1. 37651 Amberly Road, R.R. #1, Lucknow, Ontario, N0G 2H0 (head office lease and inventory yard lease)
2. 946 North Van Buren Street, Allentown, Pennsylvania
3. 19500 Country Road 142, South Haven, Minnesota, 55382
4. Offices 1 – 8 Enterprise Glade on the Landlord's Bath Lane in Moira (England)
5. Im Hook 10, 48607 Ochtrup (Germany)
6. 28 McIntosh Road, Headingley, Manitoba, R4H 1G1
7. Milestone Farm, Warboys Road, Bury, Huntingdon, Cambs, PE26 2NF (England)

SCHEDULE 3.20

INTELLECTUAL PROPERTY OF THE LOAN PARTIES

PATENTS

A. United States Patent Registration Serial No. 6,026,613 – TRUSS ARCH FOR FABRIC COVERED BUILDINGS AND THE LIKE

B. United States Continuation-in-part Patent Registration Serial No. 6,085,468 – TRUSS ARCH FOR FABRIC COVERED BUILDINGS AND THE LIKE

C. United States Patent Registration Serial No. 6, 145,526 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

D. Canadian Patent Registration No. CA2,258,446 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

E. Canadian Patent Registration No. CA-2,226,787 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

TRADEMARKS

A. Canadian Trademark Registration Serial No. TMA520,625 - DURAWEAVE

B. United States Trademark Registration Serial No. 2,267,575 – DURAWEAVE

C. Canadian Trademark Registration Serial No. TMA501,217 - WINCHLOC

D. United States Trademark Registration Serial No. 2,559,123 – WINCHLOC

E. Canadian Trademark Registration Serial No. TMA300,009 – COVER-ALL

F. United States Trademark Registration Serial No. 2,372,138 – COVER-ALL

G. European Trademark Registration Serial No. 003116951 – COVER-ALL

H. United States Trademark Registration Serial No. 2,052,613 – COVER-ALL SHELTER SYSTEMS

I. Canadian Trademark Registration Serial No. TMA504,034- COVER-ALL SHELTER SYSTEMS & DESIGN

J. United States Trademark Registration Serial No. 2,714,779 – COVER-ALL SHELTER SYSTEMS & DESIGN

K. Canadian Trademark Registration Serial No. TMA528,327 – TITAN

L. United States Trademark Registration Serial No. 2,562,135 – TITAN

M. Canadian Trademark Registration Serial No. TMA532,215 – VIPERSTEEL

N. United States Trademark Registration Serial No. 2,579,338 – VIPERSTEEL

O. Canadian Trademark Registration Serial No. TMA613,807 – SUMMIT STRUCTURES

P. United States Trademark Registration Serial No. 2,947,659 – SUMMIT STRUCTURES

Q. European Trademark Registration Serial No. 003116894 – SUMMIT STRUCTURES

R. Canadian Trademark Registration No. TMA662,172 – QUICK STRUCTURES

S. United States Supplemental Trademark Registration Serial No. 3,128,211 – QUICK STRUCTURES

T. Canadian Trademark Registration Serial No. TMA623,170 – LEGEND

U. United States Trademark Registration Serial No. 2,918,155 – LEGEND

V. Canadian Trademark Registration No. TMA662,142 – QUICK STRUCTURES & DESIGN

W. United States Trademark Registration Serial No. 3,155,991 – QUICK STRUCTURES & DESIGN

X. Canadian Trademark Application No. 1,356,969 - MEDALLION

Y. Canadian Trademark Application No. 1,356,967 - MERIDIAN

Z. Canadian Trademark Application No. 1,356,791 - GEMINI

AA. United States Trademark Application Serial No. 77240283 - MEDALLION

BB. United States Trademark Application Serial No. 77240240 - MERIDIAN

CC. United States Trademark Application Serial No. 77237912 – GEMINI

INTERNET DOMAIN NAMES

Coverall.net
Coverall.ca
Coverall.bz
Summitstructures.com
Summitstructures.de
Quickstructures.com
Quickstructures.net
Coverallbuildings.on.ca

Northstarcoverall.com

Password Protected sites available to the dealer network only:

dcs.coverall.net

scs.summitstructures.com

qcs.quickstructres.com

OTHER WEB SERVICES

Product Catalogues/ Product Documentation Library

- transitioning to Microsoft SharePoint

Online Order Guide

- transitioning to a new system based on DriveWorks which leverages 3D models created in SolidWorks to generate the necessary order documents

IN-HOUSE SOFTWARE

1. Excel Component lists	Numerous Excel 'programs' used to generate component lists
2. Access CO-OP program.	Program to manage and maintain Marketing CO-OP program.
3. Wizards	Building wizards (CDN, USA, EUR)
4. Time Cards	Uses the access cards to create time cards instead of manual punch clocks.
5. Promotions	Manage promotions which in turn will be applied to the SO during import.
6. PDMWorks Email Trigger	Creates an email for when drawings are released from PDMWorks.
7. Warranty card website	Automated submission of warranty registration and photos
8. DriveWorks Order Guide	New order guide, the ASP.NET front-end.
9. DriveWorks Backend Processor	Persistent application running on our server which processes specifications entered into the order guide
10. DriveWorks Live Image Generator	Persistent application running on our server which processes requests for end wall images for the order guide.
11. Cover-All Dealership Management Application (CDMA)	Application containing embedded web browsers for accessing PDL, US Wizard uploader and the DW Order Guide as well as the new Canadian Building Wizard.

12. Wizard Web Service	Web service running on our servers which provides a data gateway for the new Canadian Building Wizard to get and send data.
13. Programming Time Tracker	Application which interfaces with the OnTime tracking software to keep track of programmer time.
14. Files.coverall.net	Web application for providing access to large files for people located outside the Cover-All network
15. Mailer.coverall.net	Web application for sending mass promotional emails to mailing lists. A MySQL database and two Python scripts located on WOPR provide back end support for queuing and throttling of email transmission
16. Support.coverall.net	Web application interface to helpdesk and OnTime project tracking software allowing internal users to register helpdesk requests, programming feature requests and program bug reports.
17. OURS	Sales, logistics, and manufacturing ERP system
18. DCS Internal	CRM system – Internal interface
19. DCS Website – CRM system	External interface
20. Catalog Cleaner	Clears out the defunct files in the website catalogs
21. Systems Notifications	Group notification workflow system
22. ERP Packaging	Manages the packaging, picking, and label creation
23. ERP Traffic	Manages the planning and shipping of orders
24. ERP Operations	Manages the order processing and shipping of orders
25. ERP Engineering	Handles the tracking of orders through Engineering
26. ERP Manufacturing	Handles the dispatch list for the production floors
27. Add-in Manager and Reports	Manages custom Excel based report add-ins for users.

SCHEDULE 3.21

BUSINESS OF THE LOAN PARTIES

Providing pre-engineered membrane building systems for the North American and European non residential construction market.

SCHEDULE 3.22

LIENS

NIL.

SCHEDULE 3.23

INDEBTEDNESS AND GUARANTEES OF THE LOAN PARTIES

Indebtedness

Bonding Facility with a single contract limit of $5,000,000; aggregate contract limit of $5,000,000, granted by Travelers Guarantee Company of Canada to the Cover-All Group, by letter dated May 7, 2007.

Cover-All Germany
Net Third Party Debt Detail for October 23, 2007 Closing

				1.39	Notes
Debt	**Account**	**Authorized**	**Balance In Euros**	**Cdn**	
Sparkasse	85164	125000	56,836	79,003	Revolver
Sparkasse	608182564	110000	81,714	113,582	Term
Sparkasse	608186917	50,000	37,500	52,125	Government Guaranteed Term
Sparkasse	608186931	50,000	50,000	69,500	Government Guaranteed Term
Sparkasse	608181373	40,000	20,458	28,437	Term
Volksbank	34444400	80000	-	-	Facility not drawn, used to collateralize Deposit Guarantees
Volksbank	34444403	80000	-	-	Facility not drawn, used to collateralize Deposit Guarantees
Volksbank	34444420	13,000	308	428	Trailer Loan
Third Party Debt			**$ 246,816**	**$ 343,074**	

Cash	**Account**	**Authorized**	**Euros**	**Cdn**	
Sparkasse	208055417		107,689	149,688	Cash Restricted for Deposit Guarantee's
Sparkasse	288052038		31,701	44,065	Cash Restricted for Deposit Guarantee's
Volksbank	34444403	500,000	272,252	378,431	Facility Requires Cash Collateral – Cash Restricted for Deposit Guarantee's
Volksbank	34444402		99,093	137,739	
Deutche Bank	26197400		7,332	10,192	
Commerce Bank	26740044		(104)	(144)	
Outstanding Cheques			(16,743)	(23,273)	
Cash			**$ 501,221**	**$ 696,697**	

Deposit Guarantee's Outstanding as of October 22nd, 2007	539,000
Deposit Guarantee's Collateralize By Above Cash	411.643
Deposit Guarantee's Collateralize By Above VolksBank Facilities	127,357

Auto Loans

Agreement Name	Date	Parties	Authorized Amount	Amount Owing as of Closing	Agreement Sub-Category	Notes
NorthStar Cover-All Auto Loans	January, 2007	Ford Credit	14,066			
		Ford Credit	49,649			
		Ford Credit	27,833			
		1st National Bank	21,841			
Cover-All Ontario Auto Loan			28,359			

Guarantees

NIL

SCHEDULE 3.25

CHIEF EXECUTIVE OFFICE AND LEGAL NAMES OF THE LOAN PARTIES

Exact Legal Names

Cover-All Holding Corp.
1353537 Alberta Ltd.
Cover-All Building Systems Inc.
Summit Structures Limited
Cover-All Deutschland GmbH
Summit Structures, LLC
Quick Structures, LLC
Cover-All Holdings U.S., LLC
Cover-All U.S. Holding Corp.
Summit Structures U.S., LLC
Cover-All Building Systems of New York, Inc.
Summit Project Management LLC

Chief Executive Office (the "CEO") and the Location of the Books and Records if Different from the CEO

1. Cover-All Holding Corp.

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

2. 1353537 Alberta Ltd.

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

3. Cover-All Building Systems Inc.

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

4. Summit Structures Limited

6 Charter Point Way, Ashby Park, Ashby de la Zouch, Leicestershire, LE65 1 NF

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

5. Cover-All Deutschland GmbH

Im Hook 10, 48607 Ochtrup (Germany)

6. Summit Structures, LLC

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

7. Quick Structures, LLC

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

8. Cover-All Holdings U.S., LLC

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

9. Cover-All U.S. Holding Corp.

101 Huntington Ave., Boston, MA 02199

10. Summit Structures U.S., LLC

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

11. Cover-All Building Systems of New York, Inc.

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

12. Summit Project Management LLC

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4; 946 North Van Buren St., Allentown, PA 18109

SCHEDULE 3.27

PRIOR LEGAL NAMES AND TRADE NAMES

1. Cover-All Holding Corp.

NIL

2. 1353537 Alberta Ltd.

NIL

3. Cover-All Building Systems Inc.

101003052 Saskatchewan Ltd.
629224 Saskatchewan Ltd.
101008739 Saskatchewan Ltd.
1210876 Ontario Inc.
1210877 Ontario Inc.
Cover-All Shelter Systems

4. Summit Structures Limited

NIL

5. Cover-All Deutschland GmbH

NIL

6. Summit Structures, LLC

NIL (was organized in Delaware under the same name until mid-2002)

7. Quick Structures, LLC

NIL

8. Cover-All Holdings U.S., LLC

NIL

9. Cover-All U.S. Holding Corp.

NIL

SCHEDULE 3.28

DEPOSIT ACCOUNTS

Bank Accounts held by Cover-All Building Systems Inc. with Bank of Montreal

Account Number	Account Name	Currency
00341068628	MANAGEMENT	CAD
00341068636	PAYROLL	CAD
00341068644	HOLDINGS	CAD
00341068919	GENERAL	CAD
00341069276	SUMMIT LLC	CAD
00341072512	COVERALL	CAD
00341074227	SUMMITT STRUCTURES	CAD
00344504762	USD GENERAL	USD
00344504770	COVER ALL	USD
00344504973	QUICK STRUCTURES	USD
00344505001	SUMMIT US LLC	USD
00344506645	SUMMIT LLC	USD
00344602178	SUMMIT PROJECT MGMT	USD
23661017768	COVER ALL ONTARIO	CAD
23664600245	COVER ALL ONTARIO	USD

Bank Account held by Cover-All Building Systems of New York Inc. with Bank of America

Account Number	Account Name	Currency
0093 9009 2916	N/A	USD

Bank Account held by Summit Structures, LLC with M&T Bank

Account / ABA Numbers	Account Name	Currency
(Account) 8889702406 (ABA) 022 000 046	PAYROLL	USD

Bank Accounts held by Northstar Cover-All, LLC with First National Bank of Cold Springs

Account Number	Account Name	Currency
320-685-8611 000548500	N/A	USD

SCHEDULE 6.09

INVESTMENTS AND TRANSACTIONS

German Restrictions on Dividends: Restrictions on distribution of profits pursuant to Section 10 *Distribution of Profits* of the articles of association of Cover-All Deutschland GmbH as resolved by the shareholders in the shareholders' resolution dated April 13, 2007, notarial deed W 378/2007 of the notary public Dr. Gerrit Wenz.

SCHEDULE 6.14

TOTAL LEVERAGE RATIO MAXIMUMS

Fiscal Year	End of Fiscal Quarter	Total Leverage Ratio Maximum
2008	Q3	5.00 to 1.00
2008	Q4	5.00 to 1.00
2009	Q1	5.25 to 1.00
2009	Q2	5.00 to 1.00
2009	Q3	4.75 to 1.00
2009	Q4	4.50 to 1.00
2010	Q1	5.00 to 1.00
2010	Q2	4.75 to 1.00
2010	Q3	4.25 to 1.00
2010	Q4	4.00 to 1.00
2011	Q1	4.50 to 1.00
2011	Q2	4.25 to 1.00
2011	Q3	3.75 to 1.00
2011	Q4	3.50 to 1.00
After end of Fiscal Year 2011		3.50 to 1.00

EXHIBIT A

FORM OF ASSIGNMENT AND ACCEPTANCE

_____, Assignee

Dated: _____ ____, _____

Reference is made to the Credit Agreement dated for reference October ___, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among 1353537 Alberta Ltd., the Persons party thereto as Lenders and Canadian Imperial Bank of Commerce, as Lead Arranger and Administrative Agent. Terms used herein that are defined in the Credit Agreement are used with the meanings therein ascribed to them.

_____ (the "Assignor") and _____ (the "Assignee") hereby agree as follows:

1. The Assignor hereby sells and assigns to the Assignee without recourse and without representation or warranty (other than as expressly provided herein), and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor's rights and obligations under the Credit Agreement as of the date hereof which represents the percentage interest specified in Item 2(b) of Annex I hereto (the "Assigned Share") of all of the outstanding rights and obligations under the Credit Agreement relating to the facilities listed in Item 2 of Annex I, including, without limitation, in the case of any assignment of all or any portion of the Assignor's outstanding Term Loan, all rights and obligations with respect to the Assigned Share of such outstanding Term Loan.

2. The Assignor (i) represents and warrants that, subject to clause (ii) below, it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the other Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or the other Loan Documents or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of Holdco, Borrower or any of the Subsidiaries or the performance or observance by Holdco, Borrower or any of the Subsidiaries of any of their obligations under the Credit Agreement or the other Loan Documents to which they are a party or any other instrument or document furnished pursuant thereto.

3. The Assignee (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption Agreement; (ii) agrees that it will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) confirms that it is an eligible assignee under Section 9.04(b)(b) of the Credit Agreement; (iv) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (v) agrees that it will perform in accordance with their

terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

4. Following the execution of this Assignment and Assumption Agreement by the Assignor and the Assignee, an executed original hereof (together with all attachments) will be delivered to the Administrative Agent. The effective date of this Assignment and Assumption Agreement shall be the date of execution hereof by the Assignor and the Assignee and the receipt of the consent of the Administrative Agent and Borrower to the extent required by Section 9.04(b)(b) of the Credit Agreement and receipt by the Administrative Agent of the administrative fee referred to in such Section 9.04(b)(b) to the extent required thereby, unless otherwise specified in Item 3 of Annex I hereto (the "Settlement Date").

5. Upon the delivery of a fully executed original hereof to the Administrative Agent, as of the Settlement Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Assumption Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents and (ii) the Assignor shall, to the extent provided in this Assignment and Assumption Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Loan Documents other than as provided therein.

6. It is agreed that upon the effectiveness hereof, the Assignee shall be entitled to all interest on the Assigned Share of the Term Loan at the rates specified in Item 4 of Annex I which accrue on and after the Settlement Date, such interest to be paid by the Administrative Agent directly to the Assignee. It is further agreed that all payments of principal made on the Assigned Share of the Term Loan which occur on and after the Settlement Date will be paid directly by the Administrative Agent to the Assignee. Upon the Settlement Date, the Assignee shall pay to the Assignor an amount specified by the Assignor in writing which represents the Assigned Share of the principal amount of the respective Term Loans made by the Assignor pursuant to the Credit Agreement which are outstanding on the Settlement Date, net of any closing costs, and which are being assigned hereunder. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Settlement Date directly between themselves.

7. THIS ASSIGNMENT AND ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ALBERTA BUT EXCLUDING ALL CHOICE OF LAW AND CONFLICTS OF LAWS RULES THEREOF.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Assignment and Assumption Agreement, as of the date first above written, such execution also being made on Annex I hereto.

Accepted this _____ day
of _____, ____

[NAME OF ASSIGNOR],
as Assignor

By:_____

Name:_____

Title:_____

[NAME OF ASSIGNEE],
as Assignee

By:_____

Name:_____

Title:_____

Acknowledged and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent[1]

By:_____

Name:_____

Title:_____

1353537 ALBERTA LTD.
as Borrower[2]

By:_____

Name:_____

Title:_____

[1] The consent of Canadian Imperial Bank of Commerce (not to be unreasonably withheld or delayed) is required for assignments that are not to existing Lenders or Affiliates of existing Lenders.

[2] The consent of Borrower (not to be unreasonably withheld or delayed) is required for assignments that are not to existing Lenders, or Affiliates of existing Lenders unless a Default or Event of Default has occurred and is continuing.

ANNEX FOR ASSIGNMENT AND ASSUMPTION AGREEMENT

ANNEX I

1. Date of Assignment Agreement:

2. Amounts (as of date of Item #1 above):

	Outstanding Principal of Term Loan
a. Aggregate Amount for all Lenders	$_____
b. Assigned Share	_____%
c. Amount of Assigned Share	$_____

3. Settlement Date:

4. Rate of Interest to the Assignee: As set forth in Section 2.06 of the Credit Agreement (unless otherwise agreed to by the Assignor and the Assignee)

7. Notice:

ASSIGNOR:

_____
_____
_____
_____
Attention:_____
Telephone:_____
Telecopier:_____
Reference:_____

ASSIGNEE:

_____
_____
_____
_____
Attention:_____
Telephone:_____
Telecopier:_____
Reference:_____

Payment Instructions: See Attached

ASSIGNOR:

_____
_____
_____
_____
Attention:_____
Reference:_____

ASSIGNEE:

_____
_____
_____
_____
Attention:_____
Reference:_____

Accepted and Agreed:

[NAME OF ASSIGNEE]	**[NAME OF ASSIGNOR]**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT C

FORM OF NOTICE OF BORROWING

Canadian Imperial Bank of Commerce,
as Administrative Agent
Credit Capital Markets, Syndication Agency
BCE Place, 161 Bay Street, 8th Floor
Toronto, Ontario M5J 2S8
Attn: Marina Tellis
Fax No.: (416) 956-3830

Ladies and Gentlemen:

The undersigned refers to the Credit Agreement dated for reference October [__], 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined) among the undersigned, the lenders from time to time party thereto (the "Lenders"), and Canadian Imperial Bank of Commerce as administrative agent (the "Administrative Agent") and Lead Arranger, and hereby irrevocably gives you notice, pursuant to Section 2.03 of the Credit Agreement that the undersigned hereby requests the advance of the Term Loan under the Credit Agreement, and in that connection sets forth below the information relating to the Term Loan (the "Proposed Borrowing"):

(i) The Business Day of the Proposed Borrowing is _____ __, ____.

(vi) The disbursement instructions pursuant to which the proceeds of the Proposed Borrowing are to be disbursed, are _____.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

(A) the representations and warranties contained in Article III of the Credit Agreement are true and correct in all material respects on and as of the date of the Proposed Borrowing, before and after giving effect to the Proposed Borrowing and to the application of the proceeds therefrom, as though made on and as of such date (other than any such representations or warranties that, by their terms, refer to a specific date other than the date of the Proposed Borrowing, in which case, as of such specific date); and

(B) no event has occurred and is continuing, or would result from such Proposed Borrowing or from the application of the proceeds therefrom, that constitutes a Default or an Event of Default.

Very truly yours,

1353537 ALBERTA LTD.

By: _____

Name: _____

Title:

EXHIBIT E

FORM OF COMPLIANCE CERTIFICATE

TO: Canadian Imperial Bank of Commerce,
as Administrative Agent
Credit Capital Markets, Syndication Agency
BCE Place, 161 Bay Street, 8th Floor
Toronto, Ontario M5J 2S8
Attn: Marina Tellis
Fax No.: (416) 956-3830

The undersigned, the **[Title]** of 1353537 Alberta Ltd. (the "Borrower"), gives this certificate to Canadian Imperial Bank of Commerce, in its capacity as administrative agent for the below-described Lenders (the "Administrative Agent"), in accordance with the Credit Agreement dated for reference October [___], 2007, among Borrower, the lenders party thereto from time to time (the "Lenders") the Administrative Agent, and Canadian Imperial Bank of Commerce as Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used in this Certificate, unless otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement.

(1) Based on an examination sufficient to enable me to make an informed statement, no Default or Event of Default exists on the date hereof.

(2) Based upon a review of the financial statements of the Loan Parties for the period ending [_____], I hereby certify that, as of [_____]:

(a) The Total Leverage Ratio for the immediately preceding four Fiscal Quarters is [___] to 1.00. Pursuant to the Credit Agreement, the maximum for such ratio as of such fiscal quarter end is [___] to 1.00.

(b) The Fixed Charge Coverage Ratio for the immediately preceding four Fiscal Quarters is greater than 1.10 to 1.00.

(c) Capital Expenditures for the Fiscal Year to date period ending [_____] are $[_____]. Pursuant to the Credit Agreement, the maximum Capital Expenditures for such fiscal year are $1,000,000.

Attached hereto as Exhibit A are complete and correct calculations of such financial covenants.

(3) Attached as Exhibit B is a true and correct summary of the Loan Parties' cash position after giving effect to the Transactions occurring on the Closing Date.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of Borrower.

1353537 ALBERTA LTD.

By: _____

Name: _____

Title:

EXHIBIT A TO COMPLIANCE CERTIFICATE

FINANCIAL COVENANT CALCULATIONS

Section 6.13 Capital Expenditures.

Capital Expenditures	$_____
Maximum Capital Expenditures for such Fiscal Year	$1,000,000
Compliance?	**[Yes/No]**

Section 6.14 Total Leverage Ratio.

(a) *Indebtedness*

Indebtedness under Credit Agreement	$_____
plus	
Other Indebtedness*:	
(i) borrowed money	$_____
(ii) evidenced by bonds, debentures, notes, etc.	$_____
(iii) conditional sale or other title retention agreements	$_____
(iv) deferred purchase price of property or services	$_____
(v) Indebtedness of others secured by Liens**	$_____
(vi) Guarantees of other "Indebtedness"	$_____
(vii) Capital Lease Obligations	$_____
(viii) letter of credit obligations	$_____
Indebtedness	$_____ (x)
minus	
Cash and cash equivalents on hand	$_____ (y)
Total Leverage Ratio Numerator	$_____) (x) - (y)

---

* Indebtedness of Loan Parties on a consolidated basis, to be calculated without duplication

** Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed by such Person (and in the event such Person has not assumed or otherwise become liable for payment of such obligation, the amount of such Indebtedness shall be the lesser of the amount of such obligation and the fair market value of such property)

(b) *Operating Cash Flow*

	Consolidated Net Income	$_____
plus*	Federal, provincial, local and foreign taxes	$_____
plus	Consolidated Interest Expense	$_____
plus	Depreciation and amortization expense	$_____
plus	management fees paid**	$_____
plus	fees and expenses related to the Transactions	$_____
plus	proceeds of business interruption insurance	$_____
plus	costs, fees, etc. of certain permitted transactions***	$_____
plus	expenses etc. indemnified or reimbursed by unaffiliated Persons	$_____
plus	director fees, reimbursements and indemnifications	$_____
plus	indemnifications paid to officers and employees	$_____
plus	one-time compensation re: Transactions or Permitted Acquisitions	$_____
	Consolidated Operating Cash Flow	$_____

(c) *Total Leverage Ratio*

Total Leverage Ratio
(Ratio of Total Leverage Ratio Numerator (calculated in (a)) to Consolidated Operating Cash Flow calculated in (b))

_____ Total Leverage Ratio

Maximum Total Leverage Ratio _____

Compliance? **[Yes/No]**

---

* each item to be added only to the extent deducted in determining Consolidated Net Income

** not to exceed $600,000 in any Fiscal Year or $150,000 in any Fiscal Quarter, and payable not more than once each Fiscal Quarter

*** all costs, fees, expenses, charges and any one time payments made related to any Permitted Investment, Permitted Acquisition, permitted issuance of equity, permitted recapitalization, permitted reorganization, permitted Asset Sale, or issuance of Permitted Indebtedness

Section 7.16 Fixed Charge Coverage Ratio.

(a) *Numerator of Ratio*

Operating Cash Flow (as calculated above in (a) for *Total Leverage Ratio*) $_____

Numerator of Ratio $_____

(b) *Fixed Charges*

Consolidated Interest Expense (in cash) $_____

plus

Unfunded Capital Expenditures $_____

plus

Payments of cash Taxes $_____

plus

Scheduled payments of principal actually made with respect to Indebtedness, including the principal component of payments with respect to Capital Leases $_____

plus

Restricted Payments under **[Section 7.08(b)(iii)].** $_____

Fixed Charges $_____

(c) *Fixed Charge Coverage Ratio*

Fixed Charge Coverage Ratio (Ratio of Numerator (calculated in (a)) to Fixed Charges (calculated in (b)) _____

Minimum Fixed Charge Coverage Ratio 1.05 to 1.00

Compliance? **[Yes/No]**

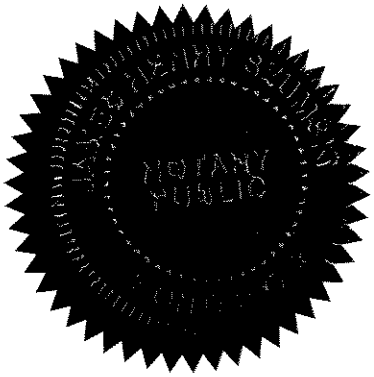
EXHIBIT B TO COMPLIANCE CERTIFICATE

E

EXHIBIT E

This is the Exhibit marked "E" referred to in the Affidavit of John McMurray sworn before me this 20th day of April, 2010.

Notary Public in and for the Province of Ontario



SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated for reference October 23, 2007

Section 1
SECURITY INTEREST

1.1 Creation of Security Interest.

COVER-ALL BUILDING SYSTEMS INC. (the "**Debtor**"), a corporation duly incorporated under the laws of the Province of Alberta and having its chief executive office address at 3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4, as continuing security for the repayment and the performance of each of the Obligations (as defined herein) of the Debtor to any one or more of the Administrative Agent and the Lenders (as defined herein), grants to **CANADIAN IMPERIAL BANK OF COMMERCE** (the "**Administrative Agent**"), as Administrative Agent for the benefit of and on behalf of the Lenders under the Credit Agreement (as defined herein), a Chartered Bank of Canada, having a branch office and postal address at 595 Bay Street, 5th Floor, Toronto, Ontario, M5G 2C2, a continuing assignment, transfer, pledge and security interest and specific and fixed mortgage and charge in all of the Debtor's present and after-acquired personal property, including those described in this clause 1.1, namely:

(a) **Accessions.** All increases, additions, accretions and accessions to, and all extensions, reversions, renewals, continuations or replacement of any of the Collateral (as defined in Section 2.1) (collectively the "**Accessions**");

(b) **Accounts.** All debts, accounts, claims and monies which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor or in which the Debtor now or hereafter has any other interest, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of the said debts, accounts, claims and monies, and any part thereof (collectively, the "**Accounts**");

(c) **Chattel Paper.** All chattel paper in which the Debtor now or hereafter has an interest, and any part thereof (the "**Chattel Paper**");

(d) **Documents of Title.** All documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Documents of Title**");

(e) **Equipment.** All goods in which the Debtor now or hereafter has an interest other than Inventory or consumer goods and any part thereof, including, without limitation, all tools, apparatus, fixtures, plant, machinery, furniture, chattels, vehicles, vessels, air conditioning, heating, ventilating, electrical, mechanical, plumbing, communications and data systems, elevators, escalators and other conveyancing devices, boilers, furnaces, carpets, blinds, window coverings, curtains, awnings, lighting fixtures, doors, windows, demising walls and partitions, wiring, pipes, conduits, seasonal decorations, and the equipment described in **Schedule A** hereto or any schedule hereafter annexed hereto (collectively, the "**Equipment**");

(f) **Instruments.** All letters of credit, advices of credit and all other instruments in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Instruments**");

(g) **Intangibles.** All intangible property of whatever kind in which the Debtor now or hereafter has an interest, including, without limitation, all of the Debtor's choses in action, contractual rights, agreements, leases of personal property, licence rights, licences, permits, goodwill, patents, trade marks, trade names, quotas, industrial designs, copyrights and other industrial or intellectual property (collectively, the "**Intangibles**");

(h) **Intellectual Property.** All of the Debtor's right, title and interest throughout the world in and to the following property (the "**Intellectual Property**"), which is currently or in the future may be owned, created, acquired, or used (whether pursuant to a License (as defined herein) or otherwise) by the Debtor, in whole or in part:

(i) all trademarks and rights and interests which are capable of being protected as Trademarks (including trademarks, service marks, certification marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), Licenses in respect thereof and rights to register, renew and extend such trademarks and trademark rights and any and all copyrights in such trademarks;

(ii) all patents, patent applications, industrial designs and industrial design applications, including all reissues, divisions and continuations in part, Licenses in respect thereof, foreign filing rights, and rights to register, renew and extend such rights;

(iii) the trademarks, trademark registrations and pending applications listed on **Schedule C** attached hereto, as the same may be updated hereafter from time to time, and all Licenses in respect thereof;

(iv) the patents, patent applications, industrial designs and industrial design applications listed on **Schedule C** attached hereto, as the same may be updated hereafter from time to time, and all Licenses in respect thereof;

(v) the right to register trademark claims and to apply for, renew and extend trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Administrative Agent for past, present and future infringements or violations of trademarks, registrations, or other trademark rights and the associated goodwill;

(vi) all of the Debtor's right, title and interest in and to all patentable and unpatentable inventions and all industrial designs, and to file applications for patents and industrial designs and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of the Debtor or in the name of the Administrative Agent for past, present and future infringements of the patents and industrial designs;

(vii) all copyrights, copyright applications, copyright registrations, know-how, trade secrets, technical processes, recipes and formulae and Licenses in respect thereof;

(viii) all general intangibles relating to the foregoing, including all associated goodwill; and

(ix) all proceeds of and rights associated with any and all of the foregoing (including, without limitation, claims by the Debtor against third parties for past, present or future infringement of the Intellectual Property, including those items listed in the Schedules to this Agreement, or for injury to the goodwill associated with the use of any of the Trademarks or for breach or enforcement of any License, Royalties (as defined herein) and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guarantee, payable by reason of loss or damage to or otherwise with respect to the Collateral.

(i) **Inventory.** All personal property of whatever kind and wherever situated, which now or hereafter forms part of the inventory of the Debtor, in which the Debtor now or hereafter has an interest, including without limitation, all goods, merchandise, raw materials, goods in process, work in progress, finished goods and other tangible personal property now or hereafter held for sale, lease, resale or exchange or furnished or to be furnished under contracts for service or that are used or consumed in the business of the Debtor, and any part thereof (collectively, the "**Inventory**");

(j) **Money.** All money in which the Debtor now or hereafter has an interest, and any part thereof (the "**Money**");

(k) **Proceeds.** All proceeds and personal property in any form derived directly or indirectly from any dealing with the Collateral or any part thereof and all proceeds of proceeds and any part thereof (collectively, the "**Proceeds**");

(l) **Records.** All books, papers, documents, writings, tapes, magnetic or other machine readable data and records, and all other information, however stored, recording or relating to any of the Collateral (collectively, the "**Records**"); and

(m) **Securities.** All shares, stock, warrants, bonds, debentures, debenture stock, mortgages and other Equity Interests (as defined in the Credit Agreement) and securities (including all certificates or similar documents evidencing the interest of the Debtor therein) in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Securities**"), including without limitation the Securities described in **Schedule B** attached hereto.

1.2 Floating Charge.

As security for the repayment and the performance of each of the Obligations, the Debtor grants a floating charge to the Administrative Agent on all the Debtor's interest in real property, including without limitation, all fixtures, crops and improvements, both present and future, other than such as are validly and effectively charged under Section 1.1 or excluded under Section 1.5.

1.3 Nature of Security Interests.

Notwithstanding the Debtor's right to deal with the Inventory in the ordinary course of business as provided herein, the security interests created hereby shall operate as fixed and specific mortgages and charges of all of the Collateral presently existing, and with respect to all future Collateral, shall operate as fixed and specific mortgages and charges of such future Collateral which shall attach at the moment the Debtor acquires any right or interest therein. The security interest created by Section 1.2 is intended as a floating charge which shall attach at the time provided in Section 1.4.

1.4 Attachment.

The Debtor acknowledges that value has been given. The security interests created hereby are intended to attach, as to all of the Collateral in which the Debtor has an interest, forthwith when the Debtor executes this Security Agreement, and, as to all Collateral in which the Debtor acquires any right or interest after the execution of this Security Agreement, when the Debtor acquires such right or interest.

1.5 Exceptions – Leases and Licenses.

The last day of any term reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor is hereby excepted out of the security interests created hereby. The Debtor shall assign and dispose of such last day of any term reserved by any such lease or agreement in such manner as the Administrative Agent may from time to time direct in writing. Upon any sale, assignment, sublease or other disposition of such lease or agreement to lease, the Administrative Agent shall, for the purpose of vesting the aforesaid residue of any such term in any purchaser, assignee, sublessee or such other acquirer of the lease, agreement to lease or any interest therein, be entitled by deed or other written instrument to assign to such other person, the aforesaid residue of any such term in place of the Debtor and to vest the same freed and discharged from any obligation whatsoever respecting the same. The security interests shall not extend or apply to the last day of any term of years reserved by a License, but the Debtor shall stand possessed of any such reversion in trust to assign and dispose thereof as the Administrative Agent may direct.

1.6 Statement.

The Debtor acknowledges that a security interest is taken in all of the Debtor's present and after acquired property except the last day of any term reserved by any lease of real property, verbal or written or any agreement therefor, now held or hereafter acquired by the Debtor.

1.7 Where Consent Required.

Nothing herein shall constitute an assignment or attempted assignment of any right, privilege, benefit, contract, permit, policy or other document or instrument which by the provisions thereof or by law is not assignable or which requires the consent of any third party to its assignment unless and until such consent is obtained or is waived by the third party. In each such case the Debtor shall, unless the Administrative Agent otherwise agrees in writing, use reasonable commercial efforts to obtain the consent of any necessary third party to its assignment hereby and for its further assignment by the Administrative Agent to any third party who may acquire same as a result of the Administrative Agent's exercise of remedies after an Event of Default which is continuing. Upon such consents being obtained from, or waived by, such relevant third party, this Security Agreement shall apply thereto without regard to this Section 1.7 and without the necessity of any further assurance to effect the assignment thereof.

1.8 Pending Consent.

In any case to which Section 1.7 applies, unless and until consent to assignment is obtained as therein provided, the Debtor shall, to the extent it may do so by law or pursuant to the provisions of the document or interest therein referred to, hold all benefit to be derived therefrom in trust for the Administrative Agent as additional security for the performance of the Obligations and shall deliver up all such benefit to the Administrative Agent forthwith upon demand by the Administrative Agent.

Section 2
DEFINITIONS

2.1 Collateral.

The property, assets, rights and undertaking charged hereunder, including all of such Accessions, Accounts, Chattel Paper, Documents of Title, Equipment, Instruments, Intangibles, Intellectual Property, Inventory, Money, Proceeds, Records and Securities together with all increases, additions, improvements and accessions thereto, and all substitutions or any replacements thereof are, unless otherwise specified, herein referred to as the "**Collateral**".

2.2 Defined Terms.

(a) "**Administrative Agent**" means Canadian Imperial Bank of Commerce and its successors and permitted assigns, in its capacity as administrative agent for the benefit of and on behalf of the Lenders under the Credit Agreement;

(b) "**Credit Agreement**" means the credit agreement, dated as of October 23, 2007, among 1353537 Alberta Ltd., as borrower, the Lenders from time to time party thereto, as lenders, Canadian Imperial Bank of Commerce, as Lead Arranger and Administrative Agent, and Canadian Imperial Bank of Commerce, as Operating Lender;

(c) "**Lenders**" means, collectively, the Lenders (as defined in the Credit Agreement) and each Swap Lender (as defined in the Credit Agreement), and their respective successors and permitted assigns, and "**Lender**" means any one of them and its successors and assigns. Unless the context otherwise requires, the term "**Lenders**" includes the Operating Lender (as defined in the Credit Agreement) and its successors and permitted assigns;

(d) "**Licenses**" means any and all licenses, sub-licenses, leases, sub-leases, agreements to license or sub-license or lease or sub-lease, rights of use or control (whether as licensee or licensor or lessee or lessor and whether exclusive or nonexclusive) in respect of or in connection with the acquisition, ownership or use of Intellectual Property, together in each case with any amendments, supplements, modifications, extensions, renewals or replacements thereof, and "**License**" means any one of them;

(e) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal, grand jury or arbitrator acting under the authority of any of the foregoing, whether foreign or domestic, in each case having or purporting to have jurisdiction in the relevant circumstances;

(f) "**Royalties**" means all royalties, rents, issues, proceeds, profits or other fees (including, without limitation, license fees), charges, assessments or penalties payable to the Debtor or due or accruing due to the Debtor pursuant to any License; and

(g) Unless the context otherwise requires or unless otherwise specified, all the terms used herein without initial capitals which are defined in the *Personal Property Security Act* (Alberta) or the regulations thereunder, as they may be amended, restated or replaced by successor legislation of comparable effect (collectively, the "**PPSA**"), have the same meaning herein as in the PPSA.

Section 3
OBLIGATIONS SECURED

3.1 Obligations Secured.

The Collateral constitutes and will constitute continuing security for each of the following obligations (collectively, the "**Obligations**") of the Debtor to any one or more of the Administrative Agent and the Lenders under the Credit Agreement or any other Loan Document (as defined in the Credit Agreement):

(a) **Indebtedness.** The prompt payment, as and when due and payable, of all amounts now or hereafter owing by the Debtor to any one or more of the Administrative Agent and the Lenders under the Credit Agreement or any other Loan Document and any Swap Agreement (as such terms are defined in the Credit Agreement), including by way of guarantee or indemnity, whether now existing or hereafter incurred, matured or unmatured, direct, indirect, joint or several, or contingent including any extensions and renewals thereof, and all future advances and re-advances; and

(b) **Performance of Agreements.** The strict performance and observance by the Debtor of all agreements, warranties, representations, covenants and conditions of the Debtor made pursuant to this Security Agreement or any other agreement between the Debtor and any one or more of the Administrative Agent and the Lenders in connection with the Credit Agreement all as now in effect or as hereafter entered into or amended.

3.2 Reduction of Obligations.

The Obligations may be reduced to zero from time to time without affecting the validity, perfection or enforceability of this Security Agreement or the security interests created hereby until this Security Agreement is discharged in accordance with Section 9.10.

Section 4
DEBTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General.

The Debtor represents and warrants to and for the benefit of the Administrative Agent and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant as set out in this Section 4, and that each of the representations and warranties made with respect to the Debtor in the Credit Agreement is true and correct as if the same were given by the Debtor at the date hereof.

4.2 Places of Business of Debtor.

The locations specified in **Schedule D** hereto are the Debtor's only places of business (the "**Places of Business**") where the Debtor conducts its business operations or keeps or stores the Collateral and records in respect thereof and of the Debtor's business.

4.3 Serial Numbered Goods.

To the knowledge of the Debtor, the complete, accurate and appropriate serial number (as specified in the regulations under the PPSA) for each item of Equipment that is serial numbered goods in which the Debtor now has any interest (excluding, for certainty, any Equipment held by the Debtor under any operating lease), is set out in **Schedule A** hereto.

4.4 Account Debtor.

To the knowledge of the Debtor, each Account, Chattel Paper, Security and Instrument constituting Collateral is genuine and enforceable in accordance with its terms against the party obligated to pay thereunder (the "**Account Debtor**").

4.5 Amounts Due From Account Debtor.

The amount represented by the Debtor to the Administrative Agent from time to time as owing by each Account Debtor or by all Account Debtors shall, to the best of the Debtor's knowledge be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, save and except for normal cash discounts where applicable.

4.6 Survival and Reliance.

All representations and warranties of the Debtor made herein or in any certificate or other document delivered by or on behalf of the Debtor for the benefit of the Administrative Agent or any of the Lenders are material, shall survive the execution and delivery of this Security Agreement and shall continue in full force and effect without time limit. The Administrative Agent and each of the Lenders are deemed to have relied upon each such representation and warranty notwithstanding any investigation made by or on behalf of the Administrative Agent or any of the Lenders at any time.

4.7 Intellectual Property.

Attached hereto as **Schedule C** is a true and complete schedule setting forth all material Intellectual Property of the Debtor.

4.8 Validity; Enforceability.

The Debtor is not currently aware of any past, present, or prospective claim by any third party that any of the Intellectual Property is invalid or unenforceable or that the use of the Intellectual Property violates the rights of any third person, or of any basis for any such claims, except for those claims set out in **Schedule E** attached hereto.

4.9 Perfection of Security Interest in Intellectual Property.

Except for the filing of a financing statement with provincial or state personal property registries, and filings with the Canadian Patent Office, Canadian Copyright Office and Canadian

Trademark Office, the United States Patent and Trademark Office and the United States Copyright Office, or the corresponding offices in any other country which may be necessary to perfect the security interest, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by the Debtor of the security interest or for the execution, delivery or performance of this Security Agreement by the Debtor or for the perfection of or the exercise by the Administrative Agent of its rights hereunder to the Intellectual Property in Canada or the United States.

Section 5
DEBTOR'S COVENANTS

5.1 General.

Unless compliance with the following covenants is waived by the Administrative Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Administrative Agent by written agreement with the Debtor, the Debtor covenants and agrees with the Administrative Agent to observe and perform each of the covenants set out in this Section 5, and to comply with each and every term, covenant, condition and agreement under the Credit Agreement, any Swap Agreement entered into by the Debtor with any Lender or any Affiliate of any Lender or any other agreement entered into by the Debtor in connection with such agreements and to not do anything which would result in a breach of the Credit Agreement, any Swap Agreement entered into by the Debtor with any Lender or any Affiliate of any Lender or any other agreement entered into by the Debtor in connection with such agreements.

5.2 Conduct of Business.

The Debtor will carry on and conduct its business in accordance with sound industry practice.

5.3 No Accessions or Fixtures.

The Debtor will prevent the Collateral from becoming an accession to any property other than the Collateral or from becoming a fixture unless the security interests hereby created rank prior to the interests of all other persons in the realty.

5.4 Marking the Collateral.

The Debtor will, at the reasonable request of the Administrative Agent, and if reasonably necessary for identification purposes, mark, or otherwise take appropriate steps to identify, the Collateral to indicate clearly that it is subject to the security interests hereby created.

5.5 Change of Places of Business, Collateral and Names.

The Debtor will not change its places of business, chief executive office, or the records in respect thereof or, other than in accordance with the Purchase Transactions or any Permitted Acquisition (as such terms are defined in the Credit Agreement), change its corporate name or any name or style under which it carries on business without giving to the Administrative Agent five (5) Business Day's prior written notice of the change or of the new name or style, as applicable.

5.6 Notice of Loss of Collateral.

The Debtor will give prompt written notice to the Administrative Agent of all loss or damage to or loss or possession of the Collateral otherwise than by disposition in accordance with the terms of the Credit Agreement unless such loss, damage or loss of possession would not, in the aggregate, reasonably be considered to constitute a Material Adverse Effect (as defined in the Credit Agreement).

5.7 Proceeds In Trust.

Upon the occurrence of and during the continuation of an Event of Default, the Debtor will and shall be deemed to hold all Proceeds in trust, separate and apart from other Money, Instruments or property, for the benefit of the Administrative Agent until all amounts owing by the Debtor to each of the Administrative Agent and the Lenders have been paid in full and all obligations of each of the Administrative Agent and the Lenders to the Debtor have been terminated.

5.8 Additional Securities.

In the event that the Debtor shall, during the currency of the Credit Agreement, become the beneficial owner of any other Securities than those set out in Schedule B hereto, the Debtor agrees that, subject to the terms of the Credit Agreement, it shall forthwith deliver and pledge such Securities to the Administrative Agent and such Securities shall become Securities held by the Administrative Agent pursuant to the terms of this Security Agreement, the security interest of the Administrative Agent attaching when the Debtor has rights in such Securities.

5.9 Security Interest in Intellectual Property.

The Debtor agrees that the Administrative Agent will not be deemed in any manner to have assumed any obligation of the Debtor under any License nor shall the Administrative Agent be liable to any Official Body or license counterparties by reason of any default by any person under any contract. The Debtor agrees to indemnify and hold the Administrative Agent harmless of and from all liability, loss, damage or expense which it may or might incur by reason of any claim or demand against it based on its alleged assumption of the Debtor's duty and obligation to perform and discharge the terms, covenants and agreements in any License, other than those arising from gross negligence or willful misconduct.

5.10 Litigation and Proceedings With Respect to Intellectual Property.

The Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit and its own expense, such suits, administrative proceedings, or other actions for infringement or other causes of action as are in its reasonable business judgment necessary to protect the Intellectual Property. The Debtor shall diligently defend all suits, administrative proceedings or other actions brought by third parties in respect of the Intellectual Property or use thereof unless such suits, proceedings or actions do not constitute a Material Adverse Effect. The Debtor shall provide to the Administrative Agent any information with respect to the foregoing in this Section 5.10 requested by the Administrative Agent. The Administrative Agent may, but shall not be required to, provide at the Debtor's expense all necessary cooperation in connection with any such suits, proceedings or actions including, without limitation, joining as a necessary party. Following the Debtor becoming aware thereof, the Debtor shall promptly notify the Administrative Agent of the institution of or any adverse determination in any proceeding in any patent, trademark or copyright office or other regulatory authority, or any Canadian, United States, state, provincial or foreign court regarding the Debtor's claim of ownership in any of the Intellectual Property, its right to apply for the same or its right to keep and

maintain such rights, the whole provided that such proceeding is likely to constitute a Material Adverse Effect.

Section 6
COLLECTION OF ACCOUNTS

6.1 Collection of Accounts.

The Administrative Agent may, upon the occurrence and during the continuation of an Event of Default, notify and direct any Account Debtor to make all payments whatever to the Administrative Agent. The Administrative Agent may hold all amounts acquired from any Account Debtor and any Proceeds as part of the Collateral.

6.2 Trust Provision.

Any payments received by the Debtor upon the occurrence and during the continuation of an Event of Default and after notification to Account Debtors, shall be held by the Debtor in trust for the Administrative Agent in the same medium in which received, shall not be commingled with any assets of the Debtor and shall, at the request of the Administrative Agent, be turned over to the Administrative Agent not later than the next business day following the day of their receipt.

Section 7
DEFAULT

7.1 Default.

The occurrence of any "Event of Default" under the Credit Agreement, other than under Article VIII, subparagraphs (h) or (i) of the Credit Agreement, that has not been remedied or waived by the Administrative Agent in accordance with the provisions of the Credit Agreement and for which the Administrative Agent has provided a notice of acceleration to the Debtor, or the occurrence of any "Event of Default" specified in Article VIII, subparagraphs (h) or (i) of the Credit Agreement will constitute an "**Event of Default**" under this Security Agreement.

7.2 Crystallization.

The floating charge created by Section 1.2 shall become a fixed charge as soon as:

(a) the Administrative Agent gives notice to that effect to the Debtor upon the occurrence and during the continuation of an Event of Default;

(b) the Administrative Agent takes any step to accelerate or demand payment of the Obligations, or gives notice of its intention or takes any steps to enforce its security upon the occurrence and during the continuation of an Event of Default; or

(c) an Event of Default described in Article VIII, subparagraphs (h) or (i) of the Credit Agreement occurs in respect of the Debtor.

7.3 Grant of License.

In addition, upon the occurrence of any default or Event of Default which is not susceptible of being remedied or waived, the Debtor shall, to the extent permitted by law, grant to the

Administrative Agent a royalty-free exclusive license to use the Intellectual Property and associated goodwill to the extent necessary to enable the Administrative Agent to use, possess and realize upon the Intellectual Property and to enable any successor or assign to enjoy the benefits of all the Intellectual Property.

7.4 Waiver not to Affect Subsequent Breach.

The Administrative Agent may waive default or any breach by the Debtor of any of the provisions contained in this Security Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived. No act or omission of the Administrative Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Administrative Agent resulting therefrom. Any such waiver must to be in writing and signed by the Administrative Agent to be effective.

Section 8
ADMINISTRATIVE AGENT'S REMEDIES ON DEFAULT

8.1 Indebtedness Due and Rights and Remedies.

Upon the occurrence and during the continuation of an Event of Default, all of the Obligations shall become immediately due and payable without notice to the Debtor, and the Administrative Agent may, at its option, proceed to enforce payment of same and to exercise any or all of the rights and remedies contained herein, including, without limitation, the signification and collection of the Debtor's Accounts, or otherwise afforded by law, in equity or otherwise. The Administrative Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with applicable law and the Administrative Agent expressly retains all rights and remedies not inconsistent with the provisions herein including all the rights it may have under the PPSA as well as the Credit Agreement, and, without restricting the generality of the foregoing, the Administrative Agent may upon such Event of Default which is continuing:

(a) **Appointment of Receiver**. Appoint by instrument in writing a receiver, receiver-manager or receiver and manager (herein a "**Receiver**") of the Debtor and of all or any part of the Collateral and remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by the Administrative Agent so far as concerns responsibility for its acts shall be deemed the agent of the Debtor and not of the Administrative Agent. Where the Administrative Agent is referred to in this Section the reference includes, where the context permits, any Receiver so appointed and the officers, employees, servants or agents of such Receiver;

(b) **Enter and Repossess**. Immediately and without notice enter the Debtor's premises and repossess, disable or remove the Collateral and the Debtor hereby grants to the Administrative Agent a licence to occupy any premises of the Debtor for the purpose of storage of the Collateral;

(c) **Retain the Collateral**. Retain and administer the Collateral in the Administrative Agent's sole and unfettered discretion, which the Debtor hereby acknowledges is commercially reasonable;

(d) **Dispose of the Collateral**. Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which

are hereby waived by the Debtor. The Administrative Agent may, at its discretion establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. The Administrative Agent may also lease the Collateral on such terms as it deems appropriate. The payments for Collateral, whether on a disposition or lease, may be deferred. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Administrative Agent may buy in, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any loss occasioned thereby. Any such disposition may take place whether or not the Administrative Agent has taken possession of the Collateral;

(e) **Foreclose**. Foreclose upon the Collateral in satisfaction of the Obligations. The Administrative Agent may designate any part of the Obligations to be satisfied by the foreclosure of particular Collateral which the Administrative Agent considers to have a net realizable value approximating the amount of the designated part of the Obligations, in which case only the designated part of the Obligations shall be deemed to be satisfied by the foreclosure of the particular Collateral;

(f) **Carry on Business**. Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Administrative Agent sees fit. The Administrative Agent shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, costs, charges, depreciation or damages in connection therewith;

(g) **Payment of Encumbrances**. Pay any encumbrance that may exist or be threatened against the Collateral. In any such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations secured by this Security Agreement;

(h) **Payment of Deficiency**. If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Administrative Agent any deficiency and the Administrative Agent may sue the Debtor to collect the amount of such deficiency; and

(i) **Dealing with Collateral**. Subject to applicable law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Administrative Agent advisable and without notice to the Debtor. The Administrative Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including legal services, consulting, receivers and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add such sums to the Obligations secured by this Security Agreement.

8.2 Assemble the Collateral.

To assist the Administrative Agent in the implementation of such rights and remedies the Debtor will, at its own risk and expense and at the Administrative Agent's request, assemble and prepare

for removal such items of the Collateral as are selected by the Administrative Agent as shall, in the Administrative Agent's sole judgment, have a value sufficient to cover all the Obligations.

8.3 Administrative Agent Not Liable for Failure to Exercise Remedies.

None of the Administrative Agent or the Lenders shall be liable or accountable for any delay or failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral. None of the Administrative Agent or the Lenders shall be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Administrative Agent, the Debtor or any other person in respect of the Collateral or against any Account Debtor.

8.4 Allocation of Proceeds.

All monies collected or received by the Administrative Agent in respect of the Collateral may be held by the Administrative Agent and may be applied on account of such parts of the Obligations at the sole discretion of the Administrative Agent, the whole subject to the terms of the Credit Agreeement.

8.5 Extension of Time.

Each of the Administrative Agent and the Lenders may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as such of the Administrative Agent or the Lenders may see fit without prejudice to the liability of the Debtor to the Administrative Agent, or the Administrative Agent's rights, remedies and powers under this Security Agreement.

8.6 Forbearance is not Waiver.

No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Administrative Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Administrative Agent or otherwise preclude the Administrative Agent from enforcing such rights.

8.7 Effect of Appointment of Receiver.

As soon as the Administrative Agent takes possession of any Collateral or appoints a Receiver, all powers, functions, rights and privileges of the directors and officers of the Debtor with respect to that Collateral shall cease, unless specifically continued by the written consent of the Administrative Agent or the Receiver.

8.8 Limitation of Liability.

The Administrative Agent and the Lenders shall not be liable by reason of any entry into or taking possession of any of the Collateral hereby charged or intended so to be or any part thereof, to account as mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or any act or omission for which a secured party in possession might be liable. The Debtor acknowledges and agrees that any and all payments, responsibilities, obligations and liabilities in respect of the Collateral shall remain those of the Debtor and no such payments, responsibilities, obligations or

liabilities are assigned hereby nor are assumed or incurred by the Administrative Agent or the Lenders hereunder, other than gross negligence or wilful misconduct.

8.9 Release by Debtor.

The Debtor hereby releases and discharges the Administrative Agent, the Lenders and the Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of any act or omission of the Administrative Agent or any successor or assign claiming through or under the Administrative Agent or the Receiver under the provisions of this Security Agreement unless such claim is the result of dishonesty or gross neglect.

8.10 Performance by Agent.

Nothing herein shall obligate the Administrative Agent to assume or perform any obligation of the Debtor to any third party in respect or arising out of the Collateral. The Debtor agrees to indemnify and save harmless the Administrative Agent from any and all claims of such third parties, other than those arising out of gross negligence or wilful misconduct. The Administrative Agent may however at its option assume or perform any such obligations which the Administrative Agent considers necessary or desirable to obtain the benefit of the Collateral, or any part thereof, free of any set off, deduction or abatement and any money so expended by the Administrative Agent shall form part of the Obligations and shall bear interest at the interest rate(s) provided for in the Credit Agreement.

Section 9
MISCELLANEOUS

9.1 Costs.

The Debtor will indemnify and reimburse the Administrative Agent on demand for all interest, commissions, costs of realization and other reasonable costs and expenses (including the full amount of all legal fees and expenses paid by the Administrative Agent) incurred by the Administrative Agent, any of the Lenders or any Receiver in connection with:

(a) the registration of any financing statement registered in connection with the security interests hereby created;

(b) the preparation, execution, perfection, protection, enforcement of and advice with respect to this Security Agreement;

(c) the realization, disposition of, retention, protection, insuring or collection of any Collateral;

(d) the protection or enforcement of the rights, remedies and powers of any of the Administrative Agent or the Lenders or any Receiver, including, without limitation, participation, preparation and advice with respect to any actions or proceedings commenced or threatened by or against the Debtor or any Guarantor/Indemnitor;

(e) the inspection of the Collateral;

(f) investigating title to the Collateral;

(g) the compliance by the Administrative Agent with all demands made upon the Administrative Agent to amend, extend, cancel or discharge any registrations and filings related hereto; and

(h) any other reasonable cost related hereto.

All amounts for which the Debtor is required hereunder to reimburse the Administrative Agent or any of the Lenders or any Receiver shall, from the date of disbursement until the date the Administrative Agent, such Lenders or the Receiver receives reimbursement, be deemed advanced to the Debtor by the Lenders, shall be deemed to be Obligations and shall bear interest at the interest rate(s) provided for in the Credit Agreement.

9.2 Appointment of Attorney.

The Debtor hereby constitutes and appoints the Administrative Agent, or any Receiver, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient. This power of attorney may only be exercised upon the occurrence and during the continuation of an Event of Default. The Debtor hereby declares that the irrevocable power of attorney granted hereby, being coupled with an interest, is given for valuable consideration.

9.3 No Obligation to Make Advances.

Nothing herein shall obligate the Administrative Agent or any of the Lenders to make any advance or loan or further advance or extend credit to the Debtor and, in particular, nothing herein shall obligate the Administrative Agent or any of the Lenders to advance any unadvanced portion of any loan or credit to the Debtor after the occurrence of an Event of Default which is continuing. Except to the extent that the Administrative Agent or any of the Lenders:

(a) by accepting bills of exchange drawn on it by the Debtor; or

(b) by issuing letters of credit or letters of guarantee on the application of the Debtor,

is required to advance monies on the maturity of those bills or pursuant to those letters of credit or letters of guarantee, as the case may be, none of the preparation, execution, perfection or registration of this Security Agreement or the advance of any monies by the Administrative Agent or any of the Lenders shall bind the Administrative Agent or the Lenders to make any further advance.

9.4 Security Interests Effective Immediately.

Neither the execution of, nor any filing with respect to, this Security Agreement shall bind the Administrative Agent or any of the Lenders to grant any credit to the Debtor, but the security interests hereby created shall take effect forthwith upon the execution of this Security Agreement by the Debtor.

9.5 Security in Addition and not in Substitution, Remedies Cumulative.

The rights, remedies and powers conferred by this Security Agreement are in addition to, and not in substitution for, any other rights, remedies or powers the Administrative Agent and the Lenders may have under this Security Agreement, at law, in equity or by or under the PPSA or any other statute.

The Administrative Agent may proceed by way of any action, suit or other proceeding at law or in equity and no right, remedy or power of the Administrative Agent shall be exclusive of or dependent on any other. The Administrative Agent may exercise any of its rights, remedies or powers separately or in combination and at any time.

9.6 Statutory Waivers.

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protection given by the provisions of any existing or future statute which imposes limitations upon the rights, remedies or powers of the Administrative Agent or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute. In particular, the Debtor waives all rights, benefits and protection given by the *Civil Enforcement Act* of the Province of Alberta insofar as they extend to or relate to any of the Collateral. The *Limitation of Civil Rights Act* of the Province of Saskatchewan shall not apply to the security interests hereby created or any of the rights, remedies or powers of the Administrative Agent or any Receiver.

9.7 Provisions Reasonable.

The Debtor acknowledges that the provisions of this Security Agreement and, in particular, those respecting rights, remedies and powers of the Administrative Agent and any Receiver against the Debtor, its business and any Collateral upon an Event of Default, are commercially reasonable and not manifestly unreasonable.

9.8 Further Assurances.

The Debtor shall at all times, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments, security agreements and assurances as the Administrative Agent may reasonably require in order to give effect to the provisions hereof and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the security interests hereby created and the priority accorded to them by law or under this Security Agreement.

9.9 Notices. Every notice, demand and other communication in connection with this Security Agreement (including, without limitation, notices required or permitted under the *Bankruptcy and Insolvency Act*) and all legal process in regard hereto shall be validly given, made or served in accordance with the Credit Agreement.

9.10 Release of Collateral and Discharge.

The Administrative Agent shall, in accordance with the provisions of the Credit Agreement, release any of the Collateral from time to time from the security interest created pursuant to this Security Agreement. Upon payment and performance by the Debtor of the Obligations secured hereby the Administrative Agent shall promptly upon request in writing by the Debtor deliver up this Security Agreement to the Debtor and shall at the expense of the Debtor cancel and discharge the security interests hereby created and execute and deliver to the Debtor such documents as shall be requisite to discharge the security interests hereby created.

9.11 Amalgamation.

In the event of the amalgamation of the Debtor, this Security Agreement and all other security delivered by the Debtor in connection with this Security Agreement shall be binding on the

amalgamated corporation and charge its present and future undertaking, property and assets to secure the present and future Obligations of the amalgamated corporation, all as if the amalgamated corporation had originally executed and delivered those documents; provided nothing in this paragraph shall be construed as a consent or a permission for the Debtor to amalgamate.

9.12 Delivery of Copy/Waiver.

The Debtor hereby acknowledges receiving a copy of this Security Agreement. The Debtor waives all rights to receive from the Administrative Agent a copy of any financing statement or financing change statement registered or verification statement issued at any time in respect of this Security Agreement.

9.13 Conflict.

In the event of a conflict or inconsistency between the provisions of this Security Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail provided that they do not invalidate any security created hereunder.

9.14 Release of Information.

The Debtor hereby authorizes the Administrative Agent to provide a copy of this Security Agreement and such other information (including full details of the Obligations) as may be requested of the Administrative Agent by persons entitled thereto under the PPSA.

Section 10
INTERPRETATION

10.1 Entire Agreement/Amendment.

This Security Agreement contains the entire agreement between the parties relating to the security interests hereby created. Any amendment of this Security Agreement shall not be binding unless in writing and signed by the Administrative Agent and the Debtor. The Debtor confirms that there are no representations, warranties, covenants or acknowledgements affecting, or relied upon in entering this Security Agreement.

10.2 Severability.

Any provision of this Security Agreement prohibited by law or otherwise ineffective shall be ineffective only to the extent of such prohibition or ineffectiveness and shall be severable without invalidating or otherwise affecting the remaining provisions hereof.

10.3 Joint and Several Liability.

If more than one person executes this Security Agreement as Debtor, their obligations hereunder and the liability resulting therefrom shall be joint and several.

10.4 Headings.

All headings and titles in this Security Agreement are for reference only and are not to be used in the interpretation of the terms hereof.

10.5 Included Words.

Wherever the singular or the masculine are used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

10.6 Applicable Law.

This Security Agreement shall be construed and enforceable under and in accordance with the laws of Alberta. The Debtor hereby irrevocably submits and attorns to the jurisdiction of the courts of Alberta.

10.7 Binding Effect.

This Security Agreement shall be binding on the Debtor and its successors, heirs, administrators and executors and shall enure to the benefit of the Administrative Agent and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

COVER-ALL BUILDING SYSTEMS INC.

By: _____
Name: Franklin H. Foster
Title: Secretary

SCHEDULE A

SPECIFIC EQUIPMENT DESCRIPTION

[NTD: complete once relative schedule to the Credit Agreement is settled]

SCHEDULE B

SECURITIES OWNED BY THE DEBTOR

(1) IN THE CAPITAL OF SUMMIT STRUCTURES LIMITED

CLASS OF SHARES	CERTIFICATE NUMBER	NUMBER OF SHARES
Ordinary		200,001

(2) IN THE CAPITAL OF SUMMIT STRUCTURES, LLC

CLASS OF UNITS	CERTIFICATE NUMBER	NUMBER OF UNITS
Common	5	100

(3) IN THE CAPITAL OF QUICK STRUCTURES, LLC

CLASS OF INTERESTS	CERTIFICATE NUMBER	NUMBER OF INTERESTS
Limited Liability	2	1,000

(4) IN THE CAPITAL OF COVER-ALL HOLDINGS U.S., LLC

CLASS OF INTERESTS	CERTIFICATE NUMBER	NUMBER OF INTERESTS
Liability	2	100%

SCHEDULE C

INTELLECTUAL PROPERTY OF THE DEBTOR

PATENTS

A. United States Patent Registration Serial No. 6,026,613 – TRUSS ARCH FOR FABRIC COVERED BUILDINGS AND THE LIKE

B. United States Continuation-in-part Patent Registration Serial No. 6,085,468 – TRUSS ARCH FOR FABRIC COVERED BUILDINGS AND THE LIKE

C. United States Patent Registration Serial No. 6, 145,526 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

D. Canadian Patent Registration No. CA2,258,446 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

E. Canadian Patent Registration No. CA-2,226,787 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

TRADEMARKS

A. Canadian Trademark Registration Serial No. TMA520,625 - DURAWEAVE

B. United States Trademark Registration Serial No. 2,267,575 – DURAWEAVE

C. Canadian Trademark Registration Serial No. TMA501,217 - WINCHLOC

D. United States Trademark Registration Serial No. 2,559,123 – WINCHLOC

E. Canadian Trademark Registration Serial No. TMA300,009 – COVER-ALL

F. United States Trademark Registration Serial No. 2,372,138 – COVER-ALL

G. European Trademark Registration Serial No. 003116951 – COVER-ALL

H. United States Trademark Registration Serial No. 2,052,613 – COVER-ALL SHELTER SYSTEMS

I. Canadian Trademark Registration Serial No. TMA504,034- COVER-ALL SHELTER SYSTEMS & DESIGN

J. United States Trademark Registration Serial No. 2,714,779 – COVER-ALL SHELTER SYSTEMS & DESIGN

K. Canadian Trademark Registration Serial No. TMA528,327 – TITAN

L. United States Trademark Registration Serial No. 2,562,135 – TITAN

M. Canadian Trademark Registration Serial No. TMA532,215 – VIPERSTEEL

N. United States Trademark Registration Serial No. 2,579,338 – VIPERSTEEL

O. Canadian Trademark Registration Serial No. TMA613,807 – SUMMIT STRUCTURES

P. United States Trademark Registration Serial No. 2,947,659 – SUMMIT STRUCTURES

Q. European Trademark Registration Serial No. 003116894 – SUMMIT STRUCTURES

R. Canadian Trademark Registration No. TMA662,172 – QUICK STRUCTURES

S. United States Supplemental Trademark Registration Serial No. 3,128,211 – QUICK STRUCTURES

T. Canadian Trademark Registration Serial No. TMA623,170 – LEGEND

U. United States Trademark Registration Serial No. 2,918,155 – LEGEND

V. Canadian Trademark Registration No. TMA662,142 – QUICK STRUCTURES & DESIGN

W. United States Trademark Registration Serial No. 3,155,991 – QUICK STRUCTURES & DESIGN

X. Canadian Trademark Application No. 1,356,969 - MEDALLION

Y. Canadian Trademark Application No. 1,356,967 - MERIDIAN

Z. Canadian Trademark Application No. 1,356,791 - GEMINI

AA. United States Trademark Application Serial No. 77240283 - MEDALLION

BB. United States Trademark Application Serial No. 77240240 - MERIDIAN

CC. United States Trademark Application Serial No. 77237912 – GEMINI

INTERNET DOMAIN NAMES

Coverall.net
Coverall.ca
Coverall.bz
Summitstructures.com
Summitstructures.de
Quickstructures.com
Quickstructures.net

Coverallbuildings.on.ca

Northstarcoverall.com

Password Protected sites available to the dealer network only:

dcs.coverall.net

scs.summitstructures.com

qcs.quickstructres.com

OTHER WEB SERVICES

Product Catalogues/ Product Documentation Library

- transitioning to Microsoft SharePoint

Online Order Guide

- transitioning to a new system based on DriveWorks which leverages 3D models created in SolidWorks to generate the necessary order documents

IN-HOUSE SOFTWARE

1. Excel Component lists	Numerous Excel 'programs' used to generate component lists
2. Access CO-OP program.	Program to manage and maintain Marketing CO-OP program.
3. Wizards	Building wizards (CDN, USA, EUR)
4. Time Cards	Uses the access cards to create time cards instead of manual punch clocks.
5. Promotions	Manage promotions which in turn will be applied to the SO during import.
6. PDMWorks Email Trigger	Creates an email for when drawings are released from PDMWorks.
7. Warranty card website	Automated submission of warranty registration and photos
8. DriveWorks Order Guide	New order guide, the ASP.NET front-end.
9. DriveWorks Backend Processor	Persistent application running on our server which processes specifications entered into the order guide
10. DriveWorks Live Image Generator	Persistent application running on our server which processes requests for end wall images for the order guide.
11. Cover-All Dealership Management Application	Application containing embedded web browsers for accessing PDL, US Wizard uploader and the DW Order Guide as well as the

(CDMA)	new Canadian Building Wizard.
12. Wizard Web Service	Web service running on our servers which provides a data gateway for the new Canadian Building Wizard to get and send data.
13. Programming Time Tracker	Application which interfaces with the OnTime tracking software to keep track of programmer time.
14. Files.coverall.net	Web application for providing access to large files for people located outside the Cover-All network
15. Mailer.coverall.net	Web application for sending mass promotional emails to mailing lists. A MySQL database and two Python scripts located on WOPR provide back end support for queuing and throttling of email transmission
16. Support.coverall.net	Web application interface to helpdesk and OnTime project tracking software allowing internal users to register helpdesk requests, programming feature requests and program bug reports.
17. OURS	Sales, logistics, and manufacturing ERP system
18. DCS Internal	CRM system – Internal interface
19. DCS Website – CRM system	External interface
20. Catalog Cleaner	Clears out the defunct files in the website catalogs
21. Systems Notifications	Group notification workflow system
22. ERP Packaging	Manages the packaging, picking, and label creation
23. ERP Traffic	Manages the planning and shipping of orders
24. ERP Operations	Manages the order processing and shipping of orders
25. ERP Engineering	Handles the tracking of orders through Engineering
26. ERP Manufacturing	Handles the dispatch list for the production floors
27. Add-in Manager and Reports	Manages custom Excel based report add-ins for users.

SCHEDULE D

DEBTOR'S PLACES OF BUSINESS

1. 3815 Wanuskewin Road
   Saskatoon, Saskatchewan S7P 1A4

2. 37651 Amberly Road
   R.R. #1
   Lucknow, Ontario N0G 2H0

3. 4500, 855 – 2nd Street S.W.
   Calgary, Alberta T2P 4K7

SCHEDULE E

CLAIMS AGAINST INTELLECTUAL PROPERTY OF THE DEBTOR

PENDING INFRINGEMNTS

1. Letter issued to Pavilion Structures and Pavilion Buildings dated August 27, 2007 concerning images of Cover-All structures being passed off as Pavilion-made structures on Pavilion's website and promotional materials;

2. Letter issued to Fabinno Co., Ltd. dated June 4, 2007 in connection with trademark infringement of the registered trademark Duraweave® and unfair competition concerning images of Cover-All structures featuring Duraweave® fabric on Fabinno's website.

SETTLEMENTS

1. Settlement of a dispute respecting three "COVERALL" trademarks registered in the United States by Flex-O-Glass, Inc., as evidenced by a Trademark Agreement dated August 21, 2002 between Flex-O-Glass, Inc. and Cover-All Building Systems Inc.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated for reference October 23, 2007

Section 1
SECURITY INTEREST

1.1 Creation of Security Interest.

COVER-ALL BUILDING SYSTEMS INC. (the "**Debtor**"), a corporation duly incorporated under the laws of the Province of Alberta and having its chief executive office address at 3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4, as continuing security for the repayment and the performance of each of the Obligations (as defined herein) of the Debtor to any one or more of the Administrative Agent and the Lenders (as defined herein), grants to **CANADIAN IMPERIAL BANK OF COMMERCE** (the "**Administrative Agent**"), as Administrative Agent for the benefit of and on behalf of the Lenders under the Credit Agreement (as defined herein), a Chartered Bank of Canada, having a branch office and postal address at 595 Bay Street, 5th Floor, Toronto, Ontario, M5G 2C2, a continuing assignment, transfer, pledge and security interest and specific and fixed mortgage and charge in all of the Debtor's present and after-acquired personal property, including those described in this clause 1.1, namely:

(a) **Accessions.** All increases, additions, accretions and accessions to, and all extensions, reversions, renewals, continuations or replacement of any of the Collateral (as defined in Section 2.1) (collectively the "**Accessions**");

(b) **Accounts.** All debts, accounts, claims and monies which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor or in which the Debtor now or hereafter has any other interest, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of the said debts, accounts, claims and monies, and any part thereof (collectively, the "**Accounts**");

(c) **Chattel Paper.** All chattel paper in which the Debtor now or hereafter has an interest, and any part thereof (the "**Chattel Paper**");

(d) **Documents of Title.** All documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Documents of Title**");

(e) **Equipment.** All goods in which the Debtor now or hereafter has an interest other than Inventory or consumer goods and any part thereof, including, without limitation, all tools, apparatus, fixtures, plant, machinery, furniture, chattels, vehicles, vessels, air conditioning, heating, ventilating, electrical, mechanical, plumbing, communications and data systems, elevators, escalators and other conveyancing devices, boilers, furnaces, carpets, blinds, window coverings, curtains, awnings, lighting fixtures, doors, windows, demising walls and partitions, wiring, pipes, conduits, seasonal decorations, and the equipment described in **Schedule A** hereto or any schedule hereafter annexed hereto (collectively, the "**Equipment**");

(f) **Instruments.** All letters of credit, advices of credit and all other instruments in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Instruments**");

(g) **Intangibles.** All intangible property of whatever kind in which the Debtor now or hereafter has an interest, including, without limitation, all of the Debtor's choses in action, contractual rights, agreements, leases of personal property, licence rights, licences, permits, goodwill, patents, trade marks, trade names, quotas, industrial designs, copyrights and other industrial or intellectual property (collectively, the "**Intangibles**");

(h) **Intellectual Property.** All of the Debtor's right, title and interest throughout the world in and to the following property (the "**Intellectual Property**"), which is currently or in the future may be owned, created, acquired, or used (whether pursuant to a License (as defined herein) or otherwise) by the Debtor, in whole or in part:

(i) all trademarks and rights and interests which are capable of being protected as Trademarks (including trademarks, service marks, certification marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), Licenses in respect thereof and rights to register, renew and extend such trademarks and trademark rights and any and all copyrights in such trademarks;

(ii) all patents, patent applications, industrial designs and industrial design applications, including all reissues, divisions and continuations in part, Licenses in respect thereof, foreign filing rights, and rights to register, renew and extend such rights;

(iii) the trademarks, trademark registrations and pending applications listed on **Schedule C** attached hereto, as the same may be updated hereafter from time to time, and all Licenses in respect thereof;

(iv) the patents, patent applications, industrial designs and industrial design applications listed on **Schedule C** attached hereto, as the same may be updated hereafter from time to time, and all Licenses in respect thereof;

(v) the right to register trademark claims and to apply for, renew and extend trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Administrative Agent for past, present and future infringements or violations of trademarks, registrations, or other trademark rights and the associated goodwill;

(vi) all of the Debtor's right, title and interest in and to all patentable and unpatentable inventions and all industrial designs, and to file applications for patents and industrial designs and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of the Debtor or in the name of the Administrative Agent for past, present and future infringements of the patents and industrial designs;

(vii) all copyrights, copyright applications, copyright registrations, know-how, trade secrets, technical processes, recipes and formulae and Licenses in respect thereof;

(viii) all general intangibles relating to the foregoing, including all associated goodwill; and

(ix) all proceeds of and rights associated with any and all of the foregoing (including, without limitation, claims by the Debtor against third parties for past, present or future infringement of the Intellectual Property, including those items listed in the Schedules to this Agreement, or for injury to the goodwill associated with the use of any of the Trademarks or for breach or enforcement of any License, Royalties (as defined herein) and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guarantee, payable by reason of loss or damage to or otherwise with respect to the Collateral.

(i) **Inventory.** All personal property of whatever kind and wherever situated, which now or hereafter forms part of the inventory of the Debtor, in which the Debtor now or hereafter has an interest, including without limitation, all goods, merchandise, raw materials, goods in process, work in progress, finished goods and other tangible personal property now or hereafter held for sale, lease, resale or exchange or furnished or to be furnished under contracts for service or that are used or consumed in the business of the Debtor, and any part thereof (collectively, the "**Inventory**");

(j) **Money.** All money in which the Debtor now or hereafter has an interest, and any part thereof (the "**Money**");

(k) **Proceeds.** All proceeds and personal property in any form derived directly or indirectly from any dealing with the Collateral or any part thereof and all proceeds of proceeds and any part thereof (collectively, the "**Proceeds**");

(l) **Records.** All books, papers, documents, writings, tapes, magnetic or other machine readable data and records, and all other information, however stored, recording or relating to any of the Collateral (collectively, the "**Records**"); and

(m) **Securities.** All shares, stock, warrants, bonds, debentures, debenture stock, mortgages and other Equity Interests (as defined in the Credit Agreement) and securities (including all certificates or similar documents evidencing the interest of the Debtor therein) in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Securities**"), including without limitation the Securities described in **Schedule B** attached hereto.

1.2 Floating Charge.

As security for the repayment and the performance of each of the Obligations, the Debtor grants a floating charge to the Administrative Agent on all the Debtor's interest in real property, including without limitation, all fixtures, crops and improvements, both present and future, other than such as are validly and effectively charged under Section 1.1 or excluded under Section 1.5.

1.3 Nature of Security Interests.

Notwithstanding the Debtor's right to deal with the Inventory in the ordinary course of business as provided herein, the security interests created hereby shall operate as fixed and specific mortgages and charges of all of the Collateral presently existing, and with respect to all future Collateral, shall operate as fixed and specific mortgages and charges of such future Collateral which shall attach at the moment the Debtor acquires any right or interest therein. The security interest created by Section 1.2 is intended as a floating charge which shall attach at the time provided in Section 1.4.

1.4 Attachment.

The Debtor acknowledges that value has been given. The security interests created hereby are intended to attach, as to all of the Collateral in which the Debtor has an interest, forthwith when the Debtor executes this Security Agreement, and, as to all Collateral in which the Debtor acquires any right or interest after the execution of this Security Agreement, when the Debtor acquires such right or interest.

1.5 Exceptions – Leases and Licenses.

The last day of any term reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor is hereby excepted out of the security interests created hereby. The Debtor shall assign and dispose of such last day of any term reserved by any such lease or agreement in such manner as the Administrative Agent may from time to time direct in writing. Upon any sale, assignment, sublease or other disposition of such lease or agreement to lease, the Administrative Agent shall, for the purpose of vesting the aforesaid residue of any such term in any purchaser, assignee, sublessee or such other acquirer of the lease, agreement to lease or any interest therein, be entitled by deed or other written instrument to assign to such other person, the aforesaid residue of any such term in place of the Debtor and to vest the same freed and discharged from any obligation whatsoever respecting the same. The security interests shall not extend or apply to the last day of any term of years reserved by a License, but the Debtor shall stand possessed of any such reversion in trust to assign and dispose thereof as the Administrative Agent may direct.

1.6 Statement.

The Debtor acknowledges that a security interest is taken in all of the Debtor's present and after acquired property except the last day of any term reserved by any lease of real property, verbal or written or any agreement therefor, now held or hereafter acquired by the Debtor.

1.7 Where Consent Required.

Nothing herein shall constitute an assignment or attempted assignment of any right, privilege, benefit, contract, permit, policy or other document or instrument which by the provisions thereof or by law is not assignable or which requires the consent of any third party to its assignment unless and until such consent is obtained or is waived by the third party. In each such case the Debtor shall, unless the Administrative Agent otherwise agrees in writing, use reasonable commercial efforts to obtain the consent of any necessary third party to its assignment hereby and for its further assignment by the Administrative Agent to any third party who may acquire same as a result of the Administrative Agent's exercise of remedies after an Event of Default which is continuing. Upon such consents being obtained from, or waived by, such relevant third party, this Security Agreement shall apply thereto without regard to this Section 1.7 and without the necessity of any further assurance to effect the assignment thereof.

1.8 Pending Consent.

In any case to which Section 1.7 applies, unless and until consent to assignment is obtained as therein provided, the Debtor shall, to the extent it may do so by law or pursuant to the provisions of the document or interest therein referred to, hold all benefit to be derived therefrom in trust for the Administrative Agent as additional security for the performance of the Obligations and shall deliver up all such benefit to the Administrative Agent forthwith upon demand by the Administrative Agent.

Section 2
DEFINITIONS

2.1 Collateral.

The property, assets, rights and undertaking charged hereunder, including all of such Accessions, Accounts, Chattel Paper, Documents of Title, Equipment, Instruments, Intangibles, Intellectual Property, Inventory, Money, Proceeds, Records and Securities together with all increases, additions, improvements and accessions thereto, and all substitutions or any replacements thereof are, unless otherwise specified, herein referred to as the "**Collateral**".

2.2 Defined Terms.

(a) "**Administrative Agent**" means Canadian Imperial Bank of Commerce and its successors and permitted assigns, in its capacity as administrative agent for the benefit of and on behalf of the Lenders under the Credit Agreement;

(b) "**Credit Agreement**" means the subordinated secured credit agreement, dated as of October 23, 2007, among 1353537 Alberta Ltd., as borrower, the Lenders from time to time party thereto, as lenders, Canadian Imperial Bank of Commerce, as Lead Arranger and Administrative Agent, and Canadian Imperial Bank of Commerce, as Operating Lender;

(c) "**Intercreditor Agreement**" means the intercreditor agreement, dated as of October 23, 2007, among Canadian Imperial Bank of Commerce, in its capacity as Administrative Agent under the Senior Credit Agreement (as defined in the Intercreditor Agreement), Canadian Imperial Bank of Commerce, in its capacity as Administrative Agent under the Subordinate Credit Agreement (as defined in the Intercreditor Agreement) and 1353537 Alberta Ltd.;

(d) "**Lenders**" means, collectively, the Lenders (as defined in the Credit Agreement) and each Swap Lender (as defined in the Credit Agreement), and their respective successors and permitted assigns, and "**Lender**" means any one of them and its successors and assigns. Unless the context otherwise requires, the term "**Lenders**" includes the Operating Lender (as defined in the Credit Agreement) and its successors and permitted assigns;

(e) "**Licenses**" means any and all licenses, sub-licenses, leases, sub-leases, agreements to license or sub-license or lease or sub-lease, rights of use or control (whether as licensee or licensor or lessee or lessor and whether exclusive or nonexclusive) in respect of or in connection with the acquisition, ownership or use of Intellectual Property, together in

each case with any amendments, supplements, modifications, extensions, renewals or replacements thereof, and "**License**" means any one of them;

(f) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal, grand jury or arbitrator acting under the authority of any of the foregoing, whether foreign or domestic, in each case having or purporting to have jurisdiction in the relevant circumstances;

(g) "**Royalties**" means all royalties, rents, issues, proceeds, profits or other fees (including, without limitation, license fees), charges, assessments or penalties payable to the Debtor or due or accruing due to the Debtor pursuant to any License; and

(h) Unless the context otherwise requires or unless otherwise specified, all the terms used herein without initial capitals which are defined in the *Personal Property Security Act* (Alberta) or the regulations thereunder, as they may be amended, restated or replaced by successor legislation of comparable effect (collectively, the "**PPSA**"), have the same meaning herein as in the PPSA.

Section 3
OBLIGATIONS SECURED

3.1 Obligations Secured.

The Collateral constitutes and will constitute continuing security for each of the following obligations (collectively, the "**Obligations**") of the Debtor to any one or more of the Administrative Agent and the Lenders under the Credit Agreement or any other Loan Document (as defined in the Credit Agreement):

(a) **Indebtedness.** The prompt payment, as and when due and payable, of all amounts now or hereafter owing by the Debtor to any one or more of the Administrative Agent and the Lenders under the Credit Agreement or any other Loan Document and any Swap Agreement (as such terms are defined in the Credit Agreement), including by way of guarantee or indemnity, whether now existing or hereafter incurred, matured or unmatured, direct, indirect, joint or several, or contingent including any extensions and renewals thereof, and all future advances and re-advances; and

(b) **Performance of Agreements.** The strict performance and observance by the Debtor of all agreements, warranties, representations, covenants and conditions of the Debtor made pursuant to this Security Agreement or any other agreement between the Debtor and any one or more of the Administrative Agent and the Lenders in connection with the Credit Agreement all as now in effect or as hereafter entered into or amended.

3.2 Reduction of Obligations.

The Obligations may be reduced to zero from time to time without affecting the validity, perfection or enforceability of this Security Agreement or the security interests created hereby until this Security Agreement is discharged in accordance with Section 9.10.

Section 4
DEBTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General.

The Debtor represents and warrants to and for the benefit of the Administrative Agent and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant as set out in this Section 4, and that each of the representations and warranties made with respect to the Debtor in the Credit Agreement is true and correct as if the same were given by the Debtor at the date hereof.

4.2 Places of Business of Debtor.

The locations specified in **Schedule D** hereto are the Debtor's only places of business (the "**Places of Business**") where the Debtor conducts its business operations or keeps or stores the Collateral and records in respect thereof and of the Debtor's business.

4.3 Serial Numbered Goods.

To the knowledge of the Debtor, the complete, accurate and appropriate serial number (as specified in the regulations under the PPSA) for each item of Equipment that is serial numbered goods in which the Debtor now has any interest (excluding, for certainty, any Equipment held by the Debtor under any operating lease), is set out in **Schedule A** hereto.

4.4 Account Debtor.

To the knowledge of the Debtor, each Account, Chattel Paper, Security and Instrument constituting Collateral is genuine and enforceable in accordance with its terms against the party obligated to pay thereunder (the "**Account Debtor**").

4.5 Amounts Due From Account Debtor.

The amount represented by the Debtor to the Administrative Agent from time to time as owing by each Account Debtor or by all Account Debtors shall, to the best of the Debtor's knowledge be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, save and except for normal cash discounts where applicable.

4.6 Survival and Reliance.

All representations and warranties of the Debtor made herein or in any certificate or other document delivered by or on behalf of the Debtor for the benefit of the Administrative Agent or any of the Lenders are material, shall survive the execution and delivery of this Security Agreement and shall continue in full force and effect without time limit. The Administrative Agent and each of the Lenders are deemed to have relied upon each such representation and warranty notwithstanding any investigation made by or on behalf of the Administrative Agent or any of the Lenders at any time.

4.7 Intellectual Property.

Attached hereto as **Schedule C** is a true and complete schedule setting forth all material Intellectual Property of the Debtor.

4.8 Validity; Enforceability.

The Debtor is not currently aware of any past, present, or prospective claim by any third party that any of the Intellectual Property is invalid or unenforceable or that the use of the Intellectual Property violates the rights of any third person, or of any basis for any such claims, except for those claims set out in **Schedule E** attached hereto.

4.9 Perfection of Security Interest in Intellectual Property.

Except for the filing of a financing statement with provincial or state personal property registries, and filings with the Canadian Patent Office, Canadian Copyright Office and Canadian Trademark Office, the United States Patent and Trademark Office and the United States Copyright Office, or the corresponding offices in any other country which may be necessary to perfect the security interest, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by the Debtor of the security interest or for the execution, delivery or performance of this Security Agreement by the Debtor or for the perfection of or the exercise by the Administrative Agent of its rights hereunder to the Intellectual Property in Canada or the United States.

Section 5
DEBTOR'S COVENANTS

5.1 General.

Unless compliance with the following covenants is waived by the Administrative Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Administrative Agent by written agreement with the Debtor, the Debtor covenants and agrees with the Administrative Agent to observe and perform each of the covenants set out in this Section 5, and to comply with each and every term, covenant, condition and agreement under the Credit Agreement, any Swap Agreement entered into by the Debtor with any Lender or any Affiliate of any Lender or any other agreement entered into by the Debtor in connection with such agreements and to not do anything which would result in a breach of the Credit Agreement, any Swap Agreement entered into by the Debtor with any Lender or any Affiliate of any Lender or any other agreement entered into by the Debtor in connection with such agreements.

5.2 Conduct of Business.

The Debtor will carry on and conduct its business in accordance with sound industry practice.

5.3 No Accessions or Fixtures.

The Debtor will prevent the Collateral from becoming an accession to any property other than the Collateral or from becoming a fixture unless the security interests hereby created rank prior to the interests of all other persons in the realty.

5.4 Marking the Collateral.

The Debtor will, at the reasonable request of the Administrative Agent, and if reasonably necessary for identification purposes, mark, or otherwise take appropriate steps to identify, the Collateral to indicate clearly that it is subject to the security interests hereby created.

5.5 Change of Places of Business, Collateral and Names.

The Debtor will not change its places of business, chief executive office, or the records in respect thereof or, other than in accordance with the Purchase Transactions or any Permitted Acquisition (as such terms are defined in the Credit Agreement), change its corporate name or any name or style under which it carries on business without giving to the Administrative Agent five (5) Business Day's prior written notice of the change or of the new name or style, as applicable.

5.6 Notice of Loss of Collateral.

The Debtor will give prompt written notice to the Administrative Agent of all loss or damage to or loss or possession of the Collateral otherwise than by disposition in accordance with the terms of the Credit Agreement unless such loss, damage or loss of possession would not, in the aggregate, reasonably be considered to constitute a Material Adverse Effect (as defined in the Credit Agreement).

5.7 Proceeds In Trust.

Upon the occurrence of and during the continuation of an Event of Default, the Debtor will and shall be deemed to hold all Proceeds in trust, separate and apart from other Money, Instruments or property, for the benefit of the Administrative Agent until all amounts owing by the Debtor to each of the Administrative Agent and the Lenders have been paid in full and all obligations of each of the Administrative Agent and the Lenders to the Debtor have been terminated.

5.8 Additional Securities.

In the event that the Debtor shall, during the currency of the Credit Agreement, become the beneficial owner of any other Securities than those set out in Schedule B hereto, the Debtor agrees that, subject to the terms of the Credit Agreement, and subject to the terms of the Intercreditor Agreement, it shall pledge such Securities to the Administrative Agent and forthwith deliver same to the Administrative Agent under the Senior Credit Agreement (as defined in the Intercreditor Agreement) that will hold such Securities on behalf of the Creditors (as defined in the Intercreditor Agreement) to be dealt with in accordance with the terms and conditions of the Intercreditor Agreement and such Securities shall become Securities so held by and on behalf of the Administrative Agent pursuant to the terms of this Security Agreement, the security interest of the Administrative Agent attaching when the Debtor has rights in such Securities.

5.9 Security Interest in Intellectual Property.

The Debtor agrees that the Administrative Agent will not be deemed in any manner to have assumed any obligation of the Debtor under any License nor shall the Administrative Agent be liable to any Official Body or license counterparties by reason of any default by any person under any contract. The Debtor agrees to indemnify and hold the Administrative Agent harmless of and from all liability, loss, damage or expense which it may or might incur by reason of any claim or demand against it based on its alleged assumption of the Debtor's duty and obligation to perform and discharge the terms, covenants and agreements in any License, other than those arising from gross negligence or willful misconduct.

5.10 Litigation and Proceedings With Respect to Intellectual Property.

The Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit and its own expense, such suits, administrative proceedings, or other actions

for infringement or other causes of action as are in its reasonable business judgment necessary to protect the Intellectual Property. The Debtor shall diligently defend all suits, administrative proceedings or other actions brought by third parties in respect of the Intellectual Property or use thereof unless such suits, proceedings or actions do not constitute a Material Adverse Effect. The Debtor shall provide to the Administrative Agent any information with respect to the foregoing in this Section 5.10 requested by the Administrative Agent. The Administrative Agent may, but shall not be required to, provide at the Debtor's expense all necessary cooperation in connection with any such suits, proceedings or actions including, without limitation, joining as a necessary party. Following the Debtor becoming aware thereof, the Debtor shall promptly notify the Administrative Agent of the institution of or any adverse determination in any proceeding in any patent, trademark or copyright office or other regulatory authority, or any Canadian, United States, state, provincial or foreign court regarding the Debtor's claim of ownership in any of the Intellectual Property, its right to apply for the same or its right to keep and maintain such rights, the whole provided that such proceeding is likely to constitute a Material Adverse Effect.

Section 6
COLLECTION OF ACCOUNTS

6.1 Collection of Accounts.

The Administrative Agent may, upon the occurrence and during the continuation of an Event of Default, notify and direct any Account Debtor to make all payments whatever to the Administrative Agent. The Administrative Agent may hold all amounts acquired from any Account Debtor and any Proceeds as part of the Collateral.

6.2 Trust Provision.

Any payments received by the Debtor upon the occurrence and during the continuation of an Event of Default and after notification to Account Debtors, shall be held by the Debtor in trust for the Administrative Agent in the same medium in which received, shall not be commingled with any assets of the Debtor and shall, at the request of the Administrative Agent, be turned over to the Administrative Agent not later than the next business day following the day of their receipt.

Section 7
DEFAULT

7.1 Default.

The occurrence of any "Event of Default" under the Credit Agreement, other than under Article VIII, subparagraphs (h) or (i) of the Credit Agreement, that has not been remedied or waived by the Administrative Agent in accordance with the provisions of the Credit Agreement and for which the Administrative Agent has provided a notice of acceleration to the Debtor, or the occurrence of any "Event of Default" specified in Article VIII, subparagraphs (h) or (i) of the Credit Agreement will constitute an "**Event of Default**" under this Security Agreement.

7.2 Crystallization.

The floating charge created by Section 1.2 shall become a fixed charge as soon as:

(a) the Administrative Agent gives notice to that effect to the Debtor upon the occurrence and during the continuation of an Event of Default;

(b) the Administrative Agent takes any step to accelerate or demand payment of the Obligations, or gives notice of its intention or takes any steps to enforce its security upon the occurrence and during the continuation of an Event of Default; or

(c) an Event of Default described in Article VIII, subparagraphs (h) or (i) of the Credit Agreement occurs in respect of the Debtor.

7.3 Grant of License.

In addition, upon the occurrence of any default or Event of Default which is not susceptible of being remedied or waived, the Debtor shall, to the extent permitted by law, grant to the Administrative Agent a royalty-free exclusive license to use the Intellectual Property and associated goodwill to the extent necessary to enable the Administrative Agent to use, possess and realize upon the Intellectual Property and to enable any successor or assign to enjoy the benefits of all the Intellectual Property.

7.4 Waiver not to Affect Subsequent Breach.

The Administrative Agent may waive default or any breach by the Debtor of any of the provisions contained in this Security Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived. No act or omission of the Administrative Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Administrative Agent resulting therefrom. Any such waiver must to be in writing and signed by the Administrative Agent to be effective.

Section 8
ADMINISTRATIVE AGENT'S REMEDIES ON DEFAULT

8.1 Indebtedness Due and Rights and Remedies.

Upon the occurrence and during the continuation of an Event of Default, all of the Obligations shall become immediately due and payable without notice to the Debtor, and the Administrative Agent may, at its option, proceed to enforce payment of same and to exercise any or all of the rights and remedies contained herein, including, without limitation, the signification and collection of the Debtor's Accounts, or otherwise afforded by law, in equity or otherwise. The Administrative Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with applicable law and the Administrative Agent expressly retains all rights and remedies not inconsistent with the provisions herein including all the rights it may have under the PPSA as well as the Credit Agreement, and, without restricting the generality of the foregoing, the Administrative Agent may upon such Event of Default which is continuing:

(a) **Appointment of Receiver.** Appoint by instrument in writing a receiver, receiver-manager or receiver and manager (herein a "**Receiver**") of the Debtor and of all or any part of the Collateral and remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by the Administrative Agent so far as concerns responsibility for its acts shall be deemed the agent of the Debtor and not of the Administrative Agent. Where the Administrative Agent is referred to in this Section the reference includes, where the context permits, any Receiver so appointed and the officers, employees, servants or agents of such Receiver;

(b) **Enter and Repossess**. Immediately and without notice enter the Debtor's premises and repossess, disable or remove the Collateral and the Debtor hereby grants to the Administrative Agent a licence to occupy any premises of the Debtor for the purpose of storage of the Collateral;

(c) **Retain the Collateral**. Retain and administer the Collateral in the Administrative Agent's sole and unfettered discretion, which the Debtor hereby acknowledges is commercially reasonable;

(d) **Dispose of the Collateral**. Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are hereby waived by the Debtor. The Administrative Agent may, at its discretion establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. The Administrative Agent may also lease the Collateral on such terms as it deems appropriate. The payments for Collateral, whether on a disposition or lease, may be deferred. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Administrative Agent may buy in, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any loss occasioned thereby. Any such disposition may take place whether or not the Administrative Agent has taken possession of the Collateral;

(e) **Foreclose**. Foreclose upon the Collateral in satisfaction of the Obligations. The Administrative Agent may designate any part of the Obligations to be satisfied by the foreclosure of particular Collateral which the Administrative Agent considers to have a net realizable value approximating the amount of the designated part of the Obligations, in which case only the designated part of the Obligations shall be deemed to be satisfied by the foreclosure of the particular Collateral;

(f) **Carry on Business**. Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Administrative Agent sees fit. The Administrative Agent shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, costs, charges, depreciation or damages in connection therewith;

(g) **Payment of Encumbrances**. Pay any encumbrance that may exist or be threatened against the Collateral. In any such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations secured by this Security Agreement;

(h) **Payment of Deficiency**. If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Administrative Agent any deficiency and the Administrative Agent may sue the Debtor to collect the amount of such deficiency; and

(i) **Dealing with Collateral**. Subject to applicable law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the

Administrative Agent advisable and without notice to the Debtor. The Administrative Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including legal services, consulting, receivers and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add such sums to the Obligations secured by this Security Agreement.

8.2 Assemble the Collateral.

To assist the Administrative Agent in the implementation of such rights and remedies the Debtor will, at its own risk and expense and at the Administrative Agent's request, assemble and prepare for removal such items of the Collateral as are selected by the Administrative Agent as shall, in the Administrative Agent's sole judgment, have a value sufficient to cover all the Obligations.

8.3 Administrative Agent Not Liable for Failure to Exercise Remedies.

None of the Administrative Agent or the Lenders shall be liable or accountable for any delay or failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral. None of the Administrative Agent or the Lenders shall be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Administrative Agent, the Debtor or any other person in respect of the Collateral or against any Account Debtor.

8.4 Allocation of Proceeds.

All monies collected or received by the Administrative Agent in respect of the Collateral may be held by the Administrative Agent and may be applied on account of such parts of the Obligations at the sole discretion of the Administrative Agent, the whole subject to the terms of the Credit Agreeement.

8.5 Extension of Time.

Each of the Administrative Agent and the Lenders may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as such of the Administrative Agent or the Lenders may see fit without prejudice to the liability of the Debtor to the Administrative Agent, or the Administrative Agent's rights, remedies and powers under this Security Agreement.

8.6 Forbearance is not Waiver.

No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Administrative Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Administrative Agent or otherwise preclude the Administrative Agent from enforcing such rights.

8.7 Effect of Appointment of Receiver.

As soon as the Administrative Agent takes possession of any Collateral or appoints a Receiver, all powers, functions, rights and privileges of the directors and officers of the Debtor with

respect to that Collateral shall cease, unless specifically continued by the written consent of the Administrative Agent or the Receiver.

8.8 Limitation of Liability.

The Administrative Agent and the Lenders shall not be liable by reason of any entry into or taking possession of any of the Collateral hereby charged or intended so to be or any part thereof, to account as mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or any act or omission for which a secured party in possession might be liable. The Debtor acknowledges and agrees that any and all payments, responsibilities, obligations and liabilities in respect of the Collateral shall remain those of the Debtor and no such payments, responsibilities, obligations or liabilities are assigned hereby nor are assumed or incurred by the Administrative Agent or the Lenders hereunder, other than gross negligence or wilful misconduct.

8.9 Release by Debtor.

The Debtor hereby releases and discharges the Administrative Agent, the Lenders and the Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of any act or omission of the Administrative Agent or any successor or assign claiming through or under the Administrative Agent or the Receiver under the provisions of this Security Agreement unless such claim is the result of dishonesty or gross neglect.

8.10 Performance by Agent.

Nothing herein shall obligate the Administrative Agent to assume or perform any obligation of the Debtor to any third party in respect or arising out of the Collateral. The Debtor agrees to indemnify and save harmless the Administrative Agent from any and all claims of such third parties, other than those arising out of gross negligence or wilful misconduct. The Administrative Agent may however at its option assume or perform any such obligations which the Administrative Agent considers necessary or desirable to obtain the benefit of the Collateral, or any part thereof, free of any set off, deduction or abatement and any money so expended by the Administrative Agent shall form part of the Obligations and shall bear interest at the interest rate(s) provided for in the Credit Agreement.

Section 9
MISCELLANEOUS

9.1 Costs.

The Debtor will indemnify and reimburse the Administrative Agent on demand for all interest, commissions, costs of realization and other reasonable costs and expenses (including the full amount of all legal fees and expenses paid by the Administrative Agent) incurred by the Administrative Agent, any of the Lenders or any Receiver in connection with:

(a) the registration of any financing statement registered in connection with the security interests hereby created;

(b) the preparation, execution, perfection, protection, enforcement of and advice with respect to this Security Agreement;

(c) the realization, disposition of, retention, protection, insuring or collection of any Collateral;

(d) the protection or enforcement of the rights, remedies and powers of any of the Administrative Agent or the Lenders or any Receiver, including, without limitation, participation, preparation and advice with respect to any actions or proceedings commenced or threatened by or against the Debtor or any Guarantor/Indemnitor;

(e) the inspection of the Collateral;

(f) investigating title to the Collateral;

(g) the compliance by the Administrative Agent with all demands made upon the Administrative Agent to amend, extend, cancel or discharge any registrations and filings related hereto; and

(h) any other reasonable cost related hereto.

All amounts for which the Debtor is required hereunder to reimburse the Administrative Agent or any of the Lenders or any Receiver shall, from the date of disbursement until the date the Administrative Agent, such Lenders or the Receiver receives reimbursement, be deemed advanced to the Debtor by the Lenders, shall be deemed to be Obligations and shall bear interest at the interest rate(s) provided for in the Credit Agreement.

9.2 Appointment of Attorney.

The Debtor hereby constitutes and appoints the Administrative Agent, or any Receiver, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient. This power of attorney may only be exercised upon the occurrence and during the continuation of an Event of Default. The Debtor hereby declares that the irrevocable power of attorney granted hereby, being coupled with an interest, is given for valuable consideration.

9.3 No Obligation to Make Advances.

Nothing herein shall obligate the Administrative Agent or any of the Lenders to make any advance or loan or further advance or extend credit to the Debtor and, in particular, nothing herein shall obligate the Administrative Agent or any of the Lenders to advance any unadvanced portion of any loan or credit to the Debtor after the occurrence of an Event of Default which is continuing. Except to the extent that the Administrative Agent or any of the Lenders:

(a) by accepting bills of exchange drawn on it by the Debtor; or

(b) by issuing letters of credit or letters of guarantee on the application of the Debtor,

is required to advance monies on the maturity of those bills or pursuant to those letters of credit or letters of guarantee, as the case may be, none of the preparation, execution, perfection or registration of this Security Agreement or the advance of any monies by the Administrative Agent or any of the Lenders shall bind the Administrative Agent or the Lenders to make any further advance.

9.4 Security Interests Effective Immediately.

Neither the execution of, nor any filing with respect to, this Security Agreement shall bind the Administrative Agent or any of the Lenders to grant any credit to the Debtor, but the security interests hereby created shall take effect forthwith upon the execution of this Security Agreement by the Debtor.

9.5 Security in Addition and not in Substitution, Remedies Cumulative.

The rights, remedies and powers conferred by this Security Agreement are in addition to, and not in substitution for, any other rights, remedies or powers the Administrative Agent and the Lenders may have under this Security Agreement, at law, in equity or by or under the PPSA or any other statute. The Administrative Agent may proceed by way of any action, suit or other proceeding at law or in equity and no right, remedy or power of the Administrative Agent shall be exclusive of or dependent on any other. The Administrative Agent may exercise any of its rights, remedies or powers separately or in combination and at any time.

9.6 Statutory Waivers.

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protection given by the provisions of any existing or future statute which imposes limitations upon the rights, remedies or powers of the Administrative Agent or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute. In particular, the Debtor waives all rights, benefits and protection given by the *Civil Enforcement Act* of the Province of Alberta insofar as they extend to or relate to any of the Collateral. The *Limitation of Civil Rights Act* of the Province of Saskatchewan shall not apply to the security interests hereby created or any of the rights, remedies or powers of the Administrative Agent or any Receiver.

9.7 Provisions Reasonable.

The Debtor acknowledges that the provisions of this Security Agreement and, in particular, those respecting rights, remedies and powers of the Administrative Agent and any Receiver against the Debtor, its business and any Collateral upon an Event of Default, are commercially reasonable and not manifestly unreasonable.

9.8 Further Assurances.

The Debtor shall at all times, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments, security agreements and assurances as the Administrative Agent may reasonably require in order to give effect to the provisions hereof and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the security interests hereby created and the priority accorded to them by law or under this Security Agreement.

9.9 Notices. Every notice, demand and other communication in connection with this Security Agreement (including, without limitation, notices required or permitted under the *Bankruptcy and Insolvency Act*) and all legal process in regard hereto shall be validly given, made or served in accordance with the Credit Agreement.

9.10 Release of Collateral and Discharge.

The Administrative Agent shall, in accordance with the provisions of the Credit Agreement, release any of the Collateral from time to time from the security interest created pursuant to this Security Agreement. Upon payment and performance by the Debtor of the Obligations secured hereby the Administrative Agent shall promptly upon request in writing by the Debtor deliver up this Security Agreement to the Debtor and shall at the expense of the Debtor cancel and discharge the security interests hereby created and execute and deliver to the Debtor such documents as shall be requisite to discharge the security interests hereby created.

9.11 Amalgamation.

In the event of the amalgamation of the Debtor, this Security Agreement and all other security delivered by the Debtor in connection with this Security Agreement shall be binding on the amalgamated corporation and charge its present and future undertaking, property and assets to secure the present and future Obligations of the amalgamated corporation, all as if the amalgamated corporation had originally executed and delivered those documents; provided nothing in this paragraph shall be construed as a consent or a permission for the Debtor to amalgamate.

9.12 Delivery of Copy/Waiver.

The Debtor hereby acknowledges receiving a copy of this Security Agreement. The Debtor waives all rights to receive from the Administrative Agent a copy of any financing statement or financing change statement registered or verification statement issued at any time in respect of this Security Agreement.

9.13 Conflict.

In the event of a conflict or inconsistency between the provisions of this Security Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail provided that they do not invalidate any security created hereunder.

9.14 Release of Information.

The Debtor hereby authorizes the Administrative Agent to provide a copy of this Security Agreement and such other information (including full details of the Obligations) as may be requested of the Administrative Agent by persons entitled thereto under the PPSA.

Section 10
INTERPRETATION

10.1 Entire Agreement/Amendment.

This Security Agreement contains the entire agreement between the parties relating to the security interests hereby created. Any amendment of this Security Agreement shall not be binding unless in writing and signed by the Administrative Agent and the Debtor. The Debtor confirms that there are no

representations, warranties, covenants or acknowledgements affecting, or relied upon in entering this Security Agreement.

10.2 Severability.

Any provision of this Security Agreement prohibited by law or otherwise ineffective shall be ineffective only to the extent of such prohibition or ineffectiveness and shall be severable without invalidating or otherwise affecting the remaining provisions hereof.

10.3 Joint and Several Liability.

If more than one person executes this Security Agreement as Debtor, their obligations hereunder and the liability resulting therefrom shall be joint and several.

10.4 Headings.

All headings and titles in this Security Agreement are for reference only and are not to be used in the interpretation of the terms hereof.

10.5 Included Words.

Wherever the singular or the masculine are used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

10.6 Applicable Law.

This Security Agreement shall be construed and enforceable under and in accordance with the laws of Alberta. The Debtor hereby irrevocably submits and attorns to the jurisdiction of the courts of Alberta.

10.7 Binding Effect.

This Security Agreement shall be binding on the Debtor and its successors, heirs, administrators and executors and shall enure to the benefit of the Administrative Agent and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

COVER-ALL BUILDING SYSTEMS INC.

By: _____

Name: Franklin H. Foster
Title: Secretary

SCHEDULE A

SPECIFIC EQUIPMENT DESCRIPTION

[NTD: complete once relative schedule to the Credit Agreement is settled]

SCHEDULE B

SECURITIES OWNED BY THE DEBTOR

(1) IN THE CAPITAL OF SUMMIT STRUCTURES LIMITED

CLASS OF SHARES	CERTIFICATE NUMBER	NUMBER OF SHARES
Ordinary		200,001

(2) IN THE CAPITAL OF SUMMIT STRUCTURES, LLC

CLASS OF UNITS	CERTIFICATE NUMBER	NUMBER OF UNITS
Common	5	100

(3) IN THE CAPITAL OF QUICK STRUCTURES, LLC

CLASS OF INTERESTS	CERTIFICATE NUMBER	NUMBER OF INTERSTS
Limited Liability	2	1,000

(4) IN THE CAPITAL OF COVER-ALL HOLDINGS U.S., LLC

CLASS OF INTERESTS	CERTIFICATE NUMBER	NUMBER OF INTERESTS
Limited Liability	2	100%

SCHEDULE C

INTELLECTUAL PROPERTY OF THE DEBTOR

PATENTS

A. United States Patent Registration Serial No. 6,026,613 – TRUSS ARCH FOR FABRIC COVERED BUILDINGS AND THE LIKE

B. United States Continuation-in-part Patent Registration Serial No. 6,085,468 – TRUSS ARCH FOR FABRIC COVERED BUILDINGS AND THE LIKE

C. United States Patent Registration Serial No. 6, 145,526 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

D. Canadian Patent Registration No. CA2,258,446 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

E. Canadian Patent Registration No. CA-2,226,787 – TIE DOWN SYSTEM FOR FABRIC COVERED BUILDINGS

TRADEMARKS

A. Canadian Trademark Registration Serial No. TMA520,625 - DURAWEAVE

B. United States Trademark Registration Serial No. 2,267,575 – DURAWEAVE

C. Canadian Trademark Registration Serial No. TMA501,217 - WINCHLOC

D. United States Trademark Registration Serial No. 2,559,123 – WINCHLOC

E. Canadian Trademark Registration Serial No. TMA300,009 – COVER-ALL

F. United States Trademark Registration Serial No. 2,372,138 – COVER-ALL

G. European Trademark Registration Serial No. 003116951 – COVER-ALL

H. United States Trademark Registration Serial No. 2,052,613 – COVER-ALL SHELTER SYSTEMS

I. Canadian Trademark Registration Serial No. TMA504,034- COVER-ALL SHELTER SYSTEMS & DESIGN

J. United States Trademark Registration Serial No. 2,714,779 – COVER-ALL SHELTER SYSTEMS & DESIGN

K. Canadian Trademark Registration Serial No. TMA528,327 – TITAN

L. United States Trademark Registration Serial No. 2,562,135 – TITAN

M. Canadian Trademark Registration Serial No. TMA532,215 – VIPERSTEEL

N. United States Trademark Registration Serial No. 2,579,338 – VIPERSTEEL

O. Canadian Trademark Registration Serial No. TMA613,807 – SUMMIT STRUCTURES

P. United States Trademark Registration Serial No. 2,947,659 – SUMMIT STRUCTURES

Q. European Trademark Registration Serial No. 003116894 – SUMMIT STRUCTURES

R. Canadian Trademark Registration No. TMA662,172 – QUICK STRUCTURES

S. United States Supplemental Trademark Registration Serial No. 3,128,211 – QUICK STRUCTURES

T. Canadian Trademark Registration Serial No. TMA623,170 – LEGEND

U. United States Trademark Registration Serial No. 2,918,155 – LEGEND

V. Canadian Trademark Registration No. TMA662,142 – QUICK STRUCTURES & DESIGN

W. United States Trademark Registration Serial No. 3,155,991 – QUICK STRUCTURES & DESIGN

X. Canadian Trademark Application No. 1,356,969 - MEDALLION

Y. Canadian Trademark Application No. 1,356,967 - MERIDIAN

Z. Canadian Trademark Application No. 1,356,791 - GEMINI

AA. United States Trademark Application Serial No. 77240283 - MEDALLION

BB. United States Trademark Application Serial No. 77240240 - MERIDIAN

CC. United States Trademark Application Serial No. 77237912 – GEMINI

INTERNET DOMAIN NAMES

Coverall.net
Coverall.ca
Coverall.bz
Summitstructures.com
Summitstructures.de
Quickstructures.com
Quickstructures.net

Coverallbuildings.on.ca

Northstarcoverall.com

Password Protected sites available to the dealer network only:

dcs.coverall.net

scs.summitstructures.com

qcs.quickstructres.com

OTHER WEB SERVICES

Product Catalogues/ Product Documentation Library

- transitioning to Microsoft SharePoint

Online Order Guide

- transitioning to a new system based on DriveWorks which leverages 3D models created in SolidWorks to generate the necessary order documents

IN-HOUSE SOFTWARE

1. Excel Component lists	Numerous Excel 'programs' used to generate component lists
2. Access CO-OP program.	Program to manage and maintain Marketing CO-OP program.
3. Wizards	Building wizards (CDN, USA, EUR)
4. Time Cards	Uses the access cards to create time cards instead of manual punch clocks.
5. Promotions	Manage promotions which in turn will be applied to the SO during import.
6. PDMWorks Email Trigger	Creates an email for when drawings are released from PDMWorks.
7. Warranty card website	Automated submission of warranty registration and photos
8. DriveWorks Order Guide	New order guide, the ASP.NET front-end.
9. DriveWorks Backend Processor	Persistent application running on our server which processes specifications entered into the order guide
10. DriveWorks Live Image Generator	Persistent application running on our server which processes requests for end wall images for the order guide.
11. Cover-All Dealership Management Application	Application containing embedded web browsers for accessing PDL, US Wizard uploader and the DW Order Guide as well as the

(CDMA)	new Canadian Building Wizard.
12. Wizard Web Service	Web service running on our servers which provides a data gateway for the new Canadian Building Wizard to get and send data.
13. Programming Time Tracker	Application which interfaces with the OnTime tracking software to keep track of programmer time.
14. Files.coverall.net	Web application for providing access to large files for people located outside the Cover-All network
15. Mailer.coverall.net	Web application for sending mass promotional emails to mailing lists. A MySQL database and two Python scripts located on WOPR provide back end support for queuing and throttling of email transmission
16. Support.coverall.net	Web application interface to helpdesk and OnTime project tracking software allowing internal users to register helpdesk requests, programming feature requests and program bug reports.
17. OURS	Sales, logistics, and manufacturing ERP system
18. DCS Internal	CRM system – Internal interface
19. DCS Website – CRM system	External interface
20. Catalog Cleaner	Clears out the defunct files in the website catalogs
21. Systems Notifications	Group notification workflow system
22. ERP Packaging	Manages the packaging, picking, and label creation
23. ERP Traffic	Manages the planning and shipping of orders
24. ERP Operations	Manages the order processing and shipping of orders
25. ERP Engineering	Handles the tracking of orders through Engineering
26. ERP Manufacturing	Handles the dispatch list for the production floors
27. Add-in Manager and Reports	Manages custom Excel based report add-ins for users.

SCHEDULE D

DEBTOR'S PLACES OF BUSINESS

1. 3815 Wanuskewin Road
   Saskatoon, Saskatchewan S7P 1A4

2. 37651 Amberly Road
   R.R. #1
   Lucknow, Ontario N0G 2H0

3. 4500, 855 – 2nd Street S.W.
   Calgary, Alberta T2P 4K7

SCHEDULE E

CLAIMS AGAINST INTELLECTUAL PROPERTY OF THE DEBTOR

PENDING INFRINGEMNTS

1. Letter issued to Pavilion Structures and Pavilion Buildings dated August 27, 2007 concerning images of Cover-All structures being passed off as Pavilion-made structures on Pavilion's website and promotional materials;

2. Letter issued to Fabinno Co., Ltd. dated June 4, 2007 in connection with trademark infringement of the registered trademark Duraweave® and unfair competition concerning images of Cover-All structures featuring Duraweave® fabric on Fabinno's website.

SETTLEMENTS

1. Settlement of a dispute respecting three "COVERALL" trademarks registered in the United States by Flex-O-Glass, Inc., as evidenced by a Trademark Agreement dated August 21, 2002 between Flex-O-Glass, Inc. and Cover-All Building Systems Inc.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated for reference October 23, 2007

Section 1
SECURITY INTEREST

1.1 Creation of Security Interest.

1353537 ALBERTA LTD. (the "**Debtor**"), a corporation duly incorporated under the laws of the Province of Alberta and having its chief executive office address at 3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4, as continuing security for the repayment and the performance of each of the Obligations (as defined herein) of the Debtor to any one or more of the Administrative Agent and the Lenders (as defined herein), grants to **CANADIAN IMPERIAL BANK OF COMMERCE** (the "**Administrative Agent**"), as Administrative Agent for the benefit of and on behalf of the Lenders under the Credit Agreement (as defined herein), a Chartered Bank of Canada, having a branch office and postal address at 595 Bay Street, 5th Floor, Toronto, Ontario, M5G 2C2, a continuing assignment, transfer, pledge and security interest and specific and fixed mortgage and charge in all of the Debtor's present and after-acquired personal property, including those described in this clause 1.1, namely:

(a) **Accessions.** All increases, additions, accretions and accessions to, and all extensions, reversions, renewals, continuations or replacement of any of the Collateral (as defined in Section 2.1) (collectively the "**Accessions**");

(b) **Accounts.** All debts, accounts, claims and monies which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor or in which the Debtor now or hereafter has any other interest, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of the said debts, accounts, claims and monies, and any part thereof (collectively, the "**Accounts**");

(c) **Chattel Paper.** All chattel paper in which the Debtor now or hereafter has an interest, and any part thereof (the "**Chattel Paper**");

(d) **Documents of Title.** All documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Documents of Title**");

(e) **Equipment.** All goods in which the Debtor now or hereafter has an interest other than Inventory or consumer goods and any part thereof, including, without limitation, all tools, apparatus, fixtures, plant, machinery, furniture, chattels, vehicles, vessels, air conditioning, heating, ventilating, electrical, mechanical, plumbing, communications and data systems, elevators, escalators and other conveyancing devices, boilers, furnaces, carpets, blinds, window coverings, curtains, awnings, lighting fixtures, doors, windows, demising walls and partitions, wiring, pipes, conduits, seasonal decorations, and the equipment described in **Schedule A** hereto or any schedule hereafter annexed hereto (collectively, the "**Equipment**");

(f) **Instruments.** All letters of credit, advices of credit and all other instruments in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Instruments**");

(g) **Intangibles.** All intangible property of whatever kind in which the Debtor now or hereafter has an interest, including, without limitation, all of the Debtor's choses in action, contractual rights, agreements, leases of personal property, licence rights, licences, permits, goodwill, patents, trade marks, trade names, quotas, industrial designs, copyrights and other industrial or intellectual property (collectively, the "**Intangibles**");

(h) **Intellectual Property.** All of the Debtor's right, title and interest throughout the world in and to the following property (the "**Intellectual Property**"), which is currently or in the future may be owned, created, acquired, or used (whether pursuant to a License (as defined herein) or otherwise) by the Debtor, in whole or in part:

(i) all trademarks and rights and interests which are capable of being protected as Trademarks (including trademarks, service marks, certification marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), Licenses in respect thereof and rights to register, renew and extend such trademarks and trademark rights and any and all copyrights in such trademarks;

(ii) all patents, patent applications, industrial designs and industrial design applications, including all reissues, divisions and continuations in part, Licenses in respect thereof, foreign filing rights, and rights to register, renew and extend such rights;

(iii) the trademarks, trademark registrations and pending applications listed on **Schedule C** attached hereto, as the same may be updated hereafter from time to time, and all Licenses in respect thereof;

(iv) the patents, patent applications, industrial designs and industrial design applications listed on **Schedule C** attached hereto, as the same may be updated hereafter from time to time, and all Licenses in respect thereof;

(v) the right to register trademark claims and to apply for, renew and extend trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Administrative Agent for past, present and future infringements or violations of trademarks, registrations, or other trademark rights and the associated goodwill;

(vi) all of the Debtor's right, title and interest in and to all patentable and unpatentable inventions and all industrial designs, and to file applications for patents and industrial designs and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of the Debtor or in the name of the Administrative Agent for past, present and future infringements of the patents and industrial designs;

(vii) all copyrights, copyright applications, copyright registrations, know-how, trade secrets, technical processes, recipes and formulae and Licenses in respect thereof;

(viii) all general intangibles relating to the foregoing, including all associated goodwill; and

(ix) all proceeds of and rights associated with any and all of the foregoing (including, without limitation, claims by the Debtor against third parties for past, present or future infringement of the Intellectual Property, including those items listed in the Schedules to this Agreement, or for injury to the goodwill associated with the use of any of the Trademarks or for breach or enforcement of any License, Royalties (as defined herein) and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guarantee, payable by reason of loss or damage to or otherwise with respect to the Collateral.

(i) **Inventory.** All personal property of whatever kind and wherever situated, which now or hereafter forms part of the inventory of the Debtor, in which the Debtor now or hereafter has an interest, including without limitation, all goods, merchandise, raw materials, goods in process, work in progress, finished goods and other tangible personal property now or hereafter held for sale, lease, resale or exchange or furnished or to be furnished under contracts for service or that are used or consumed in the business of the Debtor, and any part thereof (collectively, the "**Inventory**");

(j) **Money.** All money in which the Debtor now or hereafter has an interest, and any part thereof (the "**Money**");

(k) **Proceeds.** All proceeds and personal property in any form derived directly or indirectly from any dealing with the Collateral or any part thereof and all proceeds of proceeds and any part thereof (collectively, the "**Proceeds**");

(l) **Records.** All books, papers, documents, writings, tapes, magnetic or other machine readable data and records, and all other information, however stored, recording or relating to any of the Collateral (collectively, the "**Records**"); and

(m) **Securities.** All shares, stock, warrants, bonds, debentures, debenture stock, mortgages and other Equity Interests (as defined in the Credit Agreement) and securities (including all certificates or similar documents evidencing the interest of the Debtor therein) in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Securities**"), including without limitation the Securities described in **Schedule B** attached hereto.

1.2 Floating Charge.

As security for the repayment and the performance of each of the Obligations, the Debtor grants a floating charge to the Administrative Agent on all the Debtor's interest in real property, including without limitation, all fixtures, crops and improvements, both present and future, other than such as are validly and effectively charged under Section 1.1 or excluded under Section 1.5.

1.3 Nature of Security Interests.

Notwithstanding the Debtor's right to deal with the Inventory in the ordinary course of business as provided herein, the security interests created hereby shall operate as fixed and specific mortgages and charges of all of the Collateral presently existing, and with respect to all future Collateral, shall operate as fixed and specific mortgages and charges of such future Collateral which shall attach at the moment the Debtor acquires any right or interest therein. The security interest created by Section 1.2 is intended as a floating charge which shall attach at the time provided in Section 1.4.

1.4 Attachment.

The Debtor acknowledges that value has been given. The security interests created hereby are intended to attach, as to all of the Collateral in which the Debtor has an interest, forthwith when the Debtor executes this Security Agreement, and, as to all Collateral in which the Debtor acquires any right or interest after the execution of this Security Agreement, when the Debtor acquires such right or interest.

1.5 Exceptions – Leases and Licenses.

The last day of any term reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor is hereby excepted out of the security interests created hereby. The Debtor shall assign and dispose of such last day of any term reserved by any such lease or agreement in such manner as the Administrative Agent may from time to time direct in writing. Upon any sale, assignment, sublease or other disposition of such lease or agreement to lease, the Administrative Agent shall, for the purpose of vesting the aforesaid residue of any such term in any purchaser, assignee, sublessee or such other acquirer of the lease, agreement to lease or any interest therein, be entitled by deed or other written instrument to assign to such other person, the aforesaid residue of any such term in place of the Debtor and to vest the same freed and discharged from any obligation whatsoever respecting the same. The security interests shall not extend or apply to the last day of any term of years reserved by a License, but the Debtor shall stand possessed of any such reversion in trust to assign and dispose thereof as the Administrative Agent may direct.

1.6 Statement.

The Debtor acknowledges that a security interest is taken in all of the Debtor's present and after acquired property except the last day of any term reserved by any lease of real property, verbal or written or any agreement therefor, now held or hereafter acquired by the Debtor.

1.7 Where Consent Required.

Nothing herein shall constitute an assignment or attempted assignment of any right, privilege, benefit, contract, permit, policy or other document or instrument which by the provisions thereof or by law is not assignable or which requires the consent of any third party to its assignment unless and until such consent is obtained or is waived by the third party. In each such case the Debtor shall, unless the Administrative Agent otherwise agrees in writing, use reasonable commercial efforts to obtain the consent of any necessary third party to its assignment hereby and for its further assignment by the Administrative Agent to any third party who may acquire same as a result of the Administrative Agent's exercise of remedies after an Event of Default which is continuing. Upon such consents being obtained from, or waived by, such relevant third party, this Security Agreement shall apply thereto without regard to this Section 1.7 and without the necessity of any further assurance to effect the assignment thereof.

1.8 Pending Consent.

In any case to which Section 1.7 applies, unless and until consent to assignment is obtained as therein provided, the Debtor shall, to the extent it may do so by law or pursuant to the provisions of the document or interest therein referred to, hold all benefit to be derived therefrom in trust for the Administrative Agent as additional security for the performance of the Obligations and shall deliver up all such benefit to the Administrative Agent forthwith upon demand by the Administrative Agent.

Section 2
DEFINITIONS

2.1 Collateral.

The property, assets, rights and undertaking charged hereunder, including all of such Accessions, Accounts, Chattel Paper, Documents of Title, Equipment, Instruments, Intangibles, Intellectual Property, Inventory, Money, Proceeds, Records and Securities together with all increases, additions, improvements and accessions thereto, and all substitutions or any replacements thereof are, unless otherwise specified, herein referred to as the "**Collateral**".

2.2 Defined Terms.

(a) "**Administrative Agent**" means Canadian Imperial Bank of Commerce and its successors and permitted assigns, in its capacity as administrative agent for the benefit of and on behalf of the Lenders under the Credit Agreement;

(b) "**Credit Agreement**" means the credit agreement, dated as of October 23, 2007, among 1353537 Alberta Ltd., as borrower, the Lenders from time to time party thereto, as lenders, Canadian Imperial Bank of Commerce, as Lead Arranger and Administrative Agent, and Canadian Imperial Bank of Commerce, as Operating Lender;

(c) "**Lenders**" means, collectively, the Lenders (as defined in the Credit Agreement) and each Swap Lender (as defined in the Credit Agreement), and their respective successors and permitted assigns, and "**Lender**" means any one of them and its successors and assigns. Unless the context otherwise requires, the term "**Lenders**" includes the Operating Lender (as defined in the Credit Agreement) and its successors and permitted assigns;

(d) "**Licenses**" means any and all licenses, sub-licenses, leases, sub-leases, agreements to license or sub-license or lease or sub-lease, rights of use or control (whether as licensee or licensor or lessee or lessor and whether exclusive or nonexclusive) in respect of or in connection with the acquisition, ownership or use of Intellectual Property, together in each case with any amendments, supplements, modifications, extensions, renewals or replacements thereof, and "**License**" means any one of them;

(e) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal, grand jury or arbitrator acting under the authority of any of the foregoing, whether foreign or domestic, in each case having or purporting to have jurisdiction in the relevant circumstances;

(f) "**Royalties**" means all royalties, rents, issues, proceeds, profits or other fees (including, without limitation, license fees), charges, assessments or penalties payable to the Debtor or due or accruing due to the Debtor pursuant to any License; and

(g) Unless the context otherwise requires or unless otherwise specified, all the terms used herein without initial capitals which are defined in the *Personal Property Security Act* (Alberta) or the regulations thereunder, as they may be amended, restated or replaced by successor legislation of comparable effect (collectively, the "**PPSA**"), have the same meaning herein as in the PPSA.

Section 3
OBLIGATIONS SECURED

3.1 Obligations Secured.

The Collateral constitutes and will constitute continuing security for each of the following obligations (collectively, the "**Obligations**") of the Debtor to any one or more of the Administrative Agent and the Lenders under the Credit Agreement or any other Loan Document (as defined in the Credit Agreement):

(a) **Indebtedness.** The prompt payment, as and when due and payable, of all amounts now or hereafter owing by the Debtor to any one or more of the Administrative Agent and the Lenders under the Credit Agreement or any other Loan Document and any Swap Agreement (as such terms are defined in the Credit Agreement), including by way of guarantee or indemnity, whether now existing or hereafter incurred, matured or unmatured, direct, indirect, joint or several, or contingent including any extensions and renewals thereof, and all future advances and re-advances; and

(b) **Performance of Agreements.** The strict performance and observance by the Debtor of all agreements, warranties, representations, covenants and conditions of the Debtor made pursuant to this Security Agreement or any other agreement between the Debtor and any one or more of the Administrative Agent and the Lenders in connection with the Credit Agreement all as now in effect or as hereafter entered into or amended.

3.2 Reduction of Obligations.

The Obligations may be reduced to zero from time to time without affecting the validity, perfection or enforceability of this Security Agreement or the security interests created hereby until this Security Agreement is discharged in accordance with Section 9.10.

Section 4
DEBTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General.

The Debtor represents and warrants to and for the benefit of the Administrative Agent and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant as set out in this Section 4, and that each of the representations and warranties made with respect to the Debtor in the Credit Agreement is true and correct as if the same were given by the Debtor at the date hereof.

4.2 Places of Business of Debtor.

The locations specified in **Schedule D** hereto are the Debtor's only places of business (the "**Places of Business**") where the Debtor conducts its business operations or keeps or stores the Collateral and records in respect thereof and of the Debtor's business.

4.3 Serial Numbered Goods.

To the knowledge of the Debtor, the complete, accurate and appropriate serial number (as specified in the regulations under the PPSA) for each item of Equipment that is serial numbered goods in which the Debtor now has any interest (excluding, for certainty, any Equipment held by the Debtor under any operating lease), is set out in **Schedule A** hereto.

4.4 Account Debtor.

To the knowledge of the Debtor, each Account, Chattel Paper, Security and Instrument constituting Collateral is genuine and enforceable in accordance with its terms against the party obligated to pay thereunder (the "**Account Debtor**").

4.5 Amounts Due From Account Debtor.

The amount represented by the Debtor to the Administrative Agent from time to time as owing by each Account Debtor or by all Account Debtors shall, to the best of the Debtor's knowledge be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, save and except for normal cash discounts where applicable.

4.6 Survival and Reliance.

All representations and warranties of the Debtor made herein or in any certificate or other document delivered by or on behalf of the Debtor for the benefit of the Administrative Agent or any of the Lenders are material, shall survive the execution and delivery of this Security Agreement and shall continue in full force and effect without time limit. The Administrative Agent and each of the Lenders are deemed to have relied upon each such representation and warranty notwithstanding any investigation made by or on behalf of the Administrative Agent or any of the Lenders at any time.

4.7 Intellectual Property.

Attached hereto as **Schedule C** is a true and complete schedule setting forth all material Intellectual Property of the Debtor.

4.8 Validity; Enforceability.

The Debtor is not currently aware of any past, present, or prospective claim by any third party that any of the Intellectual Property is invalid or unenforceable or that the use of the Intellectual Property violates the rights of any third person, or of any basis for any such claims, except for those claims set out in **Schedule E** attached hereto.

4.9 Perfection of Security Interest in Intellectual Property.

Except for the filing of a financing statement with provincial or state personal property registries, and filings with the Canadian Patent Office, Canadian Copyright Office and Canadian

Trademark Office, the United States Patent and Trademark Office and the United States Copyright Office, or the corresponding offices in any other country which may be necessary to perfect the security interest, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by the Debtor of the security interest or for the execution, delivery or performance of this Security Agreement by the Debtor or for the perfection of or the exercise by the Administrative Agent of its rights hereunder to the Intellectual Property in Canada or the United States.

Section 5
DEBTOR'S COVENANTS

5.1 General.

Unless compliance with the following covenants is waived by the Administrative Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Administrative Agent by written agreement with the Debtor, the Debtor covenants and agrees with the Administrative Agent to observe and perform each of the covenants set out in this Section 5, and to comply with each and every term, covenant, condition and agreement under the Credit Agreement, any Swap Agreement entered into by the Debtor with any Lender or any Affiliate of any Lender or any other agreement entered into by the Debtor in connection with such agreements and to not do anything which would result in a breach of the Credit Agreement, any Swap Agreement entered into by the Debtor with any Lender or any Affiliate of any Lender or any other agreement entered into by the Debtor in connection with such agreements.

5.2 Conduct of Business.

The Debtor will carry on and conduct its business in accordance with sound industry practice.

5.3 No Accessions or Fixtures.

The Debtor will prevent the Collateral from becoming an accession to any property other than the Collateral or from becoming a fixture unless the security interests hereby created rank prior to the interests of all other persons in the realty.

5.4 Marking the Collateral.

The Debtor will, at the reasonable request of the Administrative Agent, and if reasonably necessary for identification purposes, mark, or otherwise take appropriate steps to identify, the Collateral to indicate clearly that it is subject to the security interests hereby created.

5.5 Change of Places of Business, Collateral and Names.

The Debtor will not change its places of business, chief executive office, or the records in respect thereof or, other than in accordance with the Purchase Transactions or any Permitted Acquisition (as such terms are defined in the Credit Agreement), change its corporate name or any name or style under which it carries on business without giving to the Administrative Agent five (5) Business Day's prior written notice of the change or of the new name or style, as applicable.

5.6 Notice of Loss of Collateral.

The Debtor will give prompt written notice to the Administrative Agent of all loss or damage to or loss or possession of the Collateral otherwise than by disposition in accordance with the terms of the Credit Agreement unless such loss, damage or loss of possession would not, in the aggregate, reasonably be considered to constitute a Material Adverse Effect (as defined in the Credit Agreement).

5.7 Proceeds In Trust.

Upon the occurrence of and during the continuation of an Event of Default, the Debtor will and shall be deemed to hold all Proceeds in trust, separate and apart from other Money, Instruments or property, for the benefit of the Administrative Agent until all amounts owing by the Debtor to each of the Administrative Agent and the Lenders have been paid in full and all obligations of each of the Administrative Agent and the Lenders to the Debtor have been terminated.

5.8 Additional Securities.

In the event that the Debtor shall, during the currency of the Credit Agreement, become the beneficial owner of any other Securities than those set out in Schedule B hereto, the Debtor agrees that, subject to the terms of the Credit Agreement, it shall forthwith deliver and pledge such Securities to the Administrative Agent and such Securities shall become Securities held by the Administrative Agent pursuant to the terms of this Security Agreement, the security interest of the Administrative Agent attaching when the Debtor has rights in such Securities.

5.9 Security Interest in Intellectual Property.

The Debtor agrees that the Administrative Agent will not be deemed in any manner to have assumed any obligation of the Debtor under any License nor shall the Administrative Agent be liable to any Official Body or license counterparties by reason of any default by any person under any contract. The Debtor agrees to indemnify and hold the Administrative Agent harmless of and from all liability, loss, damage or expense which it may or might incur by reason of any claim or demand against it based on its alleged assumption of the Debtor's duty and obligation to perform and discharge the terms, covenants and agreements in any License, other than those arising from gross negligence or willful misconduct.

5.10 Litigation and Proceedings With Respect to Intellectual Property.

The Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit and its own expense, such suits, administrative proceedings, or other actions for infringement or other causes of action as are in its reasonable business judgment necessary to protect the Intellectual Property. The Debtor shall diligently defend all suits, administrative proceedings or other actions brought by third parties in respect of the Intellectual Property or use thereof unless such suits, proceedings or actions do not constitute a Material Adverse Effect. The Debtor shall provide to the Administrative Agent any information with respect to the foregoing in this Section 5.10 requested by the Administrative Agent. The Administrative Agent may, but shall not be required to, provide at the Debtor's expense all necessary cooperation in connection with any such suits, proceedings or actions including, without limitation, joining as a necessary party. Following the Debtor becoming aware thereof, the Debtor shall promptly notify the Administrative Agent of the institution of or any adverse determination in any proceeding in any patent, trademark or copyright office or other regulatory authority, or any Canadian, United States, state, provincial or foreign court regarding the Debtor's claim of ownership in any of the Intellectual Property, its right to apply for the same or its right to keep and

maintain such rights, the whole provided that such proceeding is likely to constitute a Material Adverse Effect.

Section 6
COLLECTION OF ACCOUNTS

6.1 Collection of Accounts.

The Administrative Agent may, upon the occurrence and during the continuation of an Event of Default, notify and direct any Account Debtor to make all payments whatever to the Administrative Agent. The Administrative Agent may hold all amounts acquired from any Account Debtor and any Proceeds as part of the Collateral.

6.2 Trust Provision.

Any payments received by the Debtor upon the occurrence and during the continuation of an Event of Default and after notification to Account Debtors, shall be held by the Debtor in trust for the Administrative Agent in the same medium in which received, shall not be commingled with any assets of the Debtor and shall, at the request of the Administrative Agent, be turned over to the Administrative Agent not later than the next business day following the day of their receipt.

Section 7
DEFAULT

7.1 Default.

The occurrence of any "Event of Default" under the Credit Agreement, other than under Article VIII, subparagraphs (h) or (i) of the Credit Agreement, that has not been remedied or waived by the Administrative Agent in accordance with the provisions of the Credit Agreement and for which the Administrative Agent has provided a notice of acceleration to the Debtor, or the occurrence of any "Event of Default" specified in Article VIII, subparagraphs (h) or (i) of the Credit Agreement will constitute an "**Event of Default**" under this Security Agreement.

7.2 Crystallization.

The floating charge created by Section 1.2 shall become a fixed charge as soon as:

(a) the Administrative Agent gives notice to that effect to the Debtor upon the occurrence and during the continuation of an Event of Default;

(b) the Administrative Agent takes any step to accelerate or demand payment of the Obligations, or gives notice of its intention or takes any steps to enforce its security upon the occurrence and during the continuation of an Event of Default; or

(c) an Event of Default described in Article VIII, subparagraphs (h) or (i) of the Credit Agreement occurs in respect of the Debtor.

7.3 Grant of License.

In addition, upon the occurrence of any default or Event of Default which is not susceptible of being remedied or waived, the Debtor shall, to the extent permitted by law, grant to the

Administrative Agent a royalty-free exclusive license to use the Intellectual Property and associated goodwill to the extent necessary to enable the Administrative Agent to use, possess and realize upon the Intellectual Property and to enable any successor or assign to enjoy the benefits of all the Intellectual Property.

7.4 Waiver not to Affect Subsequent Breach.

The Administrative Agent may waive default or any breach by the Debtor of any of the provisions contained in this Security Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived. No act or omission of the Administrative Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Administrative Agent resulting therefrom. Any such waiver must to be in writing and signed by the Administrative Agent to be effective.

Section 8
ADMINISTRATIVE AGENT'S REMEDIES ON DEFAULT

8.1 Indebtedness Due and Rights and Remedies.

Upon the occurrence and during the continuation of an Event of Default, all of the Obligations shall become immediately due and payable without notice to the Debtor, and the Administrative Agent may, at its option, proceed to enforce payment of same and to exercise any or all of the rights and remedies contained herein, including, without limitation, the signification and collection of the Debtor's Accounts, or otherwise afforded by law, in equity or otherwise. The Administrative Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with applicable law and the Administrative Agent expressly retains all rights and remedies not inconsistent with the provisions herein including all the rights it may have under the PPSA as well as the Credit Agreement, and, without restricting the generality of the foregoing, the Administrative Agent may upon such Event of Default which is continuing:

(a) **Appointment of Receiver**. Appoint by instrument in writing a receiver, receiver-manager or receiver and manager (herein a "**Receiver**") of the Debtor and of all or any part of the Collateral and remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by the Administrative Agent so far as concerns responsibility for its acts shall be deemed the agent of the Debtor and not of the Administrative Agent. Where the Administrative Agent is referred to in this Section the reference includes, where the context permits, any Receiver so appointed and the officers, employees, servants or agents of such Receiver;

(b) **Enter and Repossess.** Immediately and without notice enter the Debtor's premises and repossess, disable or remove the Collateral and the Debtor hereby grants to the Administrative Agent a licence to occupy any premises of the Debtor for the purpose of storage of the Collateral;

(c) **Retain the Collateral.** Retain and administer the Collateral in the Administrative Agent's sole and unfettered discretion, which the Debtor hereby acknowledges is commercially reasonable;

(d) **Dispose of the Collateral.** Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which

are hereby waived by the Debtor. The Administrative Agent may, at its discretion establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. The Administrative Agent may also lease the Collateral on such terms as it deems appropriate. The payments for Collateral, whether on a disposition or lease, may be deferred. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Administrative Agent may buy in, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any loss occasioned thereby. Any such disposition may take place whether or not the Administrative Agent has taken possession of the Collateral;

(e) **Foreclose**. Foreclose upon the Collateral in satisfaction of the Obligations. The Administrative Agent may designate any part of the Obligations to be satisfied by the foreclosure of particular Collateral which the Administrative Agent considers to have a net realizable value approximating the amount of the designated part of the Obligations, in which case only the designated part of the Obligations shall be deemed to be satisfied by the foreclosure of the particular Collateral;

(f) **Carry on Business**. Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Administrative Agent sees fit. The Administrative Agent shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, costs, charges, depreciation or damages in connection therewith;

(g) **Payment of Encumbrances**. Pay any encumbrance that may exist or be threatened against the Collateral. In any such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations secured by this Security Agreement;

(h) **Payment of Deficiency**. If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Administrative Agent any deficiency and the Administrative Agent may sue the Debtor to collect the amount of such deficiency; and

(i) **Dealing with Collateral**. Subject to applicable law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Administrative Agent advisable and without notice to the Debtor. The Administrative Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including legal services, consulting, receivers and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add such sums to the Obligations secured by this Security Agreement.

8.2 Assemble the Collateral.

To assist the Administrative Agent in the implementation of such rights and remedies the Debtor will, at its own risk and expense and at the Administrative Agent's request, assemble and prepare

for removal such items of the Collateral as are selected by the Administrative Agent as shall, in the Administrative Agent's sole judgment, have a value sufficient to cover all the Obligations.

8.3 Administrative Agent Not Liable for Failure to Exercise Remedies.

None of the Administrative Agent or the Lenders shall be liable or accountable for any delay or failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral. None of the Administrative Agent or the Lenders shall be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Administrative Agent, the Debtor or any other person in respect of the Collateral or against any Account Debtor.

8.4 Allocation of Proceeds.

All monies collected or received by the Administrative Agent in respect of the Collateral may be held by the Administrative Agent and may be applied on account of such parts of the Obligations at the sole discretion of the Administrative Agent, the whole subject to the terms of the Credit Agreeement.

8.5 Extension of Time.

Each of the Administrative Agent and the Lenders may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as such of the Administrative Agent or the Lenders may see fit without prejudice to the liability of the Debtor to the Administrative Agent, or the Administrative Agent's rights, remedies and powers under this Security Agreement.

8.6 Forbearance is not Waiver.

No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Administrative Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Administrative Agent or otherwise preclude the Administrative Agent from enforcing such rights.

8.7 Effect of Appointment of Receiver.

As soon as the Administrative Agent takes possession of any Collateral or appoints a Receiver, all powers, functions, rights and privileges of the directors and officers of the Debtor with respect to that Collateral shall cease, unless specifically continued by the written consent of the Administrative Agent or the Receiver.

8.8 Limitation of Liability.

The Administrative Agent and the Lenders shall not be liable by reason of any entry into or taking possession of any of the Collateral hereby charged or intended so to be or any part thereof, to account as mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or any act or omission for which a secured party in possession might be liable. The Debtor acknowledges and agrees that any and all payments, responsibilities, obligations and liabilities in respect of the Collateral shall remain those of the Debtor and no such payments, responsibilities, obligations or

liabilities are assigned hereby nor are assumed or incurred by the Administrative Agent or the Lenders hereunder, other than gross negligence or wilful misconduct.

8.9 Release by Debtor.

The Debtor hereby releases and discharges the Administrative Agent, the Lenders and the Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of any act or omission of the Administrative Agent or any successor or assign claiming through or under the Administrative Agent or the Receiver under the provisions of this Security Agreement unless such claim is the result of dishonesty or gross neglect.

8.10 Performance by Agent.

Nothing herein shall obligate the Administrative Agent to assume or perform any obligation of the Debtor to any third party in respect or arising out of the Collateral. The Debtor agrees to indemnify and save harmless the Administrative Agent from any and all claims of such third parties, other than those arising out of gross negligence or wilful misconduct. The Administrative Agent may however at its option assume or perform any such obligations which the Administrative Agent considers necessary or desirable to obtain the benefit of the Collateral, or any part thereof, free of any set off, deduction or abatement and any money so expended by the Administrative Agent shall form part of the Obligations and shall bear interest at the interest rate(s) provided for in the Credit Agreement.

Section 9
MISCELLANEOUS

9.1 Costs.

The Debtor will indemnify and reimburse the Administrative Agent on demand for all interest, commissions, costs of realization and other reasonable costs and expenses (including the full amount of all legal fees and expenses paid by the Administrative Agent) incurred by the Administrative Agent, any of the Lenders or any Receiver in connection with:

(a) the registration of any financing statement registered in connection with the security interests hereby created;

(b) the preparation, execution, perfection, protection, enforcement of and advice with respect to this Security Agreement;

(c) the realization, disposition of, retention, protection, insuring or collection of any Collateral;

(d) the protection or enforcement of the rights, remedies and powers of any of the Administrative Agent or the Lenders or any Receiver, including, without limitation, participation, preparation and advice with respect to any actions or proceedings commenced or threatened by or against the Debtor or any Guarantor/Indemnitor;

(e) the inspection of the Collateral;

(f) investigating title to the Collateral;

(g) the compliance by the Administrative Agent with all demands made upon the Administrative Agent to amend, extend, cancel or discharge any registrations and filings related hereto; and

(h) any other reasonable cost related hereto.

All amounts for which the Debtor is required hereunder to reimburse the Administrative Agent or any of the Lenders or any Receiver shall, from the date of disbursement until the date the Administrative Agent, such Lenders or the Receiver receives reimbursement, be deemed advanced to the Debtor by the Lenders, shall be deemed to be Obligations and shall bear interest at the interest rate(s) provided for in the Credit Agreement.

9.2 Appointment of Attorney.

The Debtor hereby constitutes and appoints the Administrative Agent, or any Receiver, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient. This power of attorney may only be exercised upon the occurrence and during the continuation of an Event of Default. The Debtor hereby declares that the irrevocable power of attorney granted hereby, being coupled with an interest, is given for valuable consideration.

9.3 No Obligation to Make Advances.

Nothing herein shall obligate the Administrative Agent or any of the Lenders to make any advance or loan or further advance or extend credit to the Debtor and, in particular, nothing herein shall obligate the Administrative Agent or any of the Lenders to advance any unadvanced portion of any loan or credit to the Debtor after the occurrence of an Event of Default which is continuing. Except to the extent that the Administrative Agent or any of the Lenders:

(a) by accepting bills of exchange drawn on it by the Debtor; or

(b) by issuing letters of credit or letters of guarantee on the application of the Debtor,

is required to advance monies on the maturity of those bills or pursuant to those letters of credit or letters of guarantee, as the case may be, none of the preparation, execution, perfection or registration of this Security Agreement or the advance of any monies by the Administrative Agent or any of the Lenders shall bind the Administrative Agent or the Lenders to make any further advance.

9.4 Security Interests Effective Immediately.

Neither the execution of, nor any filing with respect to, this Security Agreement shall bind the Administrative Agent or any of the Lenders to grant any credit to the Debtor, but the security interests hereby created shall take effect forthwith upon the execution of this Security Agreement by the Debtor.

9.5 Security in Addition and not in Substitution, Remedies Cumulative.

The rights, remedies and powers conferred by this Security Agreement are in addition to, and not in substitution for, any other rights, remedies or powers the Administrative Agent and the Lenders may have under this Security Agreement, at law, in equity or by or under the PPSA or any other statute.

The Administrative Agent may proceed by way of any action, suit or other proceeding at law or in equity and no right, remedy or power of the Administrative Agent shall be exclusive of or dependent on any other. The Administrative Agent may exercise any of its rights, remedies or powers separately or in combination and at any time.

9.6 Statutory Waivers.

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protection given by the provisions of any existing or future statute which imposes limitations upon the rights, remedies or powers of the Administrative Agent or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute. In particular, the Debtor waives all rights, benefits and protection given by the *Civil Enforcement Act* of the Province of Alberta insofar as they extend to or relate to any of the Collateral. The *Limitation of Civil Rights Act* of the Province of Saskatchewan shall not apply to the security interests hereby created or any of the rights, remedies or powers of the Administrative Agent or any Receiver.

9.7 Provisions Reasonable.

The Debtor acknowledges that the provisions of this Security Agreement and, in particular, those respecting rights, remedies and powers of the Administrative Agent and any Receiver against the Debtor, its business and any Collateral upon an Event of Default, are commercially reasonable and not manifestly unreasonable.

9.8 Further Assurances.

The Debtor shall at all times, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments, security agreements and assurances as the Administrative Agent may reasonably require in order to give effect to the provisions hereof and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the security interests hereby created and the priority accorded to them by law or under this Security Agreement.

9.9 Notices. Every notice, demand and other communication in connection with this Security Agreement (including, without limitation, notices required or permitted under the *Bankruptcy and Insolvency Act*) and all legal process in regard hereto shall be validly given, made or served in accordance with the Credit Agreement.

9.10 Release of Collateral and Discharge.

The Administrative Agent shall, in accordance with the provisions of the Credit Agreement, release any of the Collateral from time to time from the security interest created pursuant to this Security Agreement. Upon payment and performance by the Debtor of the Obligations secured hereby the Administrative Agent shall promptly upon request in writing by the Debtor deliver up this Security Agreement to the Debtor and shall at the expense of the Debtor cancel and discharge the security interests hereby created and execute and deliver to the Debtor such documents as shall be requisite to discharge the security interests hereby created.

9.11 Amalgamation.

In the event of the amalgamation of the Debtor, this Security Agreement and all other security delivered by the Debtor in connection with this Security Agreement shall be binding on the

amalgamated corporation and charge its present and future undertaking, property and assets to secure the present and future Obligations of the amalgamated corporation, all as if the amalgamated corporation had originally executed and delivered those documents; provided nothing in this paragraph shall be construed as a consent or a permission for the Debtor to amalgamate.

9.12 Delivery of Copy/Waiver.

The Debtor hereby acknowledges receiving a copy of this Security Agreement. The Debtor waives all rights to receive from the Administrative Agent a copy of any financing statement or financing change statement registered or verification statement issued at any time in respect of this Security Agreement.

9.13 Conflict.

In the event of a conflict or inconsistency between the provisions of this Security Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail provided that they do not invalidate any security created hereunder.

9.14 Release of Information.

The Debtor hereby authorizes the Administrative Agent to provide a copy of this Security Agreement and such other information (including full details of the Obligations) as may be requested of the Administrative Agent by persons entitled thereto under the PPSA.

Section 10
INTERPRETATION

10.1 Entire Agreement/Amendment.

This Security Agreement contains the entire agreement between the parties relating to the security interests hereby created. Any amendment of this Security Agreement shall not be binding unless in writing and signed by the Administrative Agent and the Debtor. The Debtor confirms that there are no representations, warranties, covenants or acknowledgements affecting, or relied upon in entering this Security Agreement.

10.2 Severability.

Any provision of this Security Agreement prohibited by law or otherwise ineffective shall be ineffective only to the extent of such prohibition or ineffectiveness and shall be severable without invalidating or otherwise affecting the remaining provisions hereof.

10.3 Joint and Several Liability.

If more than one person executes this Security Agreement as Debtor, their obligations hereunder and the liability resulting therefrom shall be joint and several.

10.4 Headings.

All headings and titles in this Security Agreement are for reference only and are not to be used in the interpretation of the terms hereof.

10.5 Included Words.

Wherever the singular or the masculine are used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

10.6 Applicable Law.

This Security Agreement shall be construed and enforceable under and in accordance with the laws of Alberta. The Debtor hereby irrevocably submits and attorns to the jurisdiction of the courts of Alberta.

10.7 Binding Effect.

This Security Agreement shall be binding on the Debtor and its successors, heirs, administrators and executors and shall enure to the benefit of the Administrative Agent and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

1353537 ALBERTA LTD.

By: _____
Name: Franklin H. Foster
Title: Secretary

SCHEDULE A

SPECIFIC EQUIPMENT DESCRIPTION

NIL

SCHEDULE B

SECURITIES OWNED BY THE DEBTOR

(1) IN THE CAPITAL OF COVER-ALL BUILDING SYSTEMS INC.

CLASS OF SHARES	CERTIFICATE NUMBER	NUMBER OF SHARES
Class A Shares	CA-1	8,679,913
Class A Shares	CA-2	4,673,799
Class G Shares	CG-1	1,974,246
Class G Shares	CG-2	1,063,056

SCHEDULE C

INTELLECTUAL PROPERTY OF THE DEBTOR

NIL

SCHEDULE D

DEBTOR'S PLACES OF BUSINESS

3815 Wanuskewin Road
Saskatoon, Saskatchewan S7P 1A4

4300 Bankers Hall West
888 – 3rd Street S.W.
Calgary, Alberta T2P 5C5

SCHEDULE E

CLAIMS AGAINST INTELLECTUAL PROPERTY OF THE DEBTOR

NIL

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated for reference October 23, 2007

Section 1
SECURITY INTEREST

1.1 Creation of Security Interest.

1353537 ALBERTA LTD. (the "**Debtor**"), a corporation duly incorporated under the laws of the Province of Alberta and having its chief executive office address at 3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4, as continuing security for the repayment and the performance of each of the Obligations (as defined herein) of the Debtor to any one or more of the Administrative Agent and the Lenders (as defined herein), grants to **CANADIAN IMPERIAL BANK OF COMMERCE** (the "**Administrative Agent**"), as Administrative Agent for the benefit of and on behalf of the Lenders under the Credit Agreement (as defined herein), a Chartered Bank of Canada, having a branch office and postal address at 595 Bay Street, 5th Floor, Toronto, Ontario, M5G 2C2, a continuing assignment, transfer, pledge and security interest and specific and fixed mortgage and charge in all of the Debtor's present and after-acquired personal property, including those described in this clause 1.1, namely:

(a) **Accessions.** All increases, additions, accretions and accessions to, and all extensions, reversions, renewals, continuations or replacement of any of the Collateral (as defined in Section 2.1) (collectively the "**Accessions**");

(b) **Accounts.** All debts, accounts, claims and monies which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor or in which the Debtor now or hereafter has any other interest, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of the said debts, accounts, claims and monies, and any part thereof (collectively, the "**Accounts**");

(c) **Chattel Paper.** All chattel paper in which the Debtor now or hereafter has an interest, and any part thereof (the "**Chattel Paper**");

(d) **Documents of Title.** All documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Documents of Title**");

(e) **Equipment.** All goods in which the Debtor now or hereafter has an interest other than Inventory or consumer goods and any part thereof, including, without limitation, all tools, apparatus, fixtures, plant, machinery, furniture, chattels, vehicles, vessels, air conditioning, heating, ventilating, electrical, mechanical, plumbing, communications and data systems, elevators, escalators and other conveyancing devices, boilers, furnaces, carpets, blinds, window coverings, curtains, awnings, lighting fixtures, doors, windows, demising walls and partitions, wiring, pipes, conduits, seasonal decorations, and the equipment described in **Schedule A** hereto or any schedule hereafter annexed hereto (collectively, the "**Equipment**");

(f) **Instruments.** All letters of credit, advices of credit and all other instruments in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Instruments**");

(g) **Intangibles.** All intangible property of whatever kind in which the Debtor now or hereafter has an interest, including, without limitation, all of the Debtor's choses in action, contractual rights, agreements, leases of personal property, licence rights, licences, permits, goodwill, patents, trade marks, trade names, quotas, industrial designs, copyrights and other industrial or intellectual property (collectively, the "**Intangibles**");

(h) **Intellectual Property.** All of the Debtor's right, title and interest throughout the world in and to the following property (the "**Intellectual Property**"), which is currently or in the future may be owned, created, acquired, or used (whether pursuant to a License (as defined herein) or otherwise) by the Debtor, in whole or in part:

(i) all trademarks and rights and interests which are capable of being protected as Trademarks (including trademarks, service marks, certification marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), Licenses in respect thereof and rights to register, renew and extend such trademarks and trademark rights and any and all copyrights in such trademarks;

(ii) all patents, patent applications, industrial designs and industrial design applications, including all reissues, divisions and continuations in part, Licenses in respect thereof, foreign filing rights, and rights to register, renew and extend such rights;

(iii) the trademarks, trademark registrations and pending applications listed on **Schedule C** attached hereto, as the same may be updated hereafter from time to time, and all Licenses in respect thereof;

(iv) the patents, patent applications, industrial designs and industrial design applications listed on **Schedule C** attached hereto, as the same may be updated hereafter from time to time, and all Licenses in respect thereof;

(v) the right to register trademark claims and to apply for, renew and extend trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Administrative Agent for past, present and future infringements or violations of trademarks, registrations, or other trademark rights and the associated goodwill;

(vi) all of the Debtor's right, title and interest in and to all patentable and unpatentable inventions and all industrial designs, and to file applications for patents and industrial designs and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of the Debtor or in the name of the Administrative Agent for past, present and future infringements of the patents and industrial designs;

(vii) all copyrights, copyright applications, copyright registrations, know-how, trade secrets, technical processes, recipes and formulae and Licenses in respect thereof;

(viii) all general intangibles relating to the foregoing, including all associated goodwill; and

(ix) all proceeds of and rights associated with any and all of the foregoing (including, without limitation, claims by the Debtor against third parties for past, present or future infringement of the Intellectual Property, including those items listed in the Schedules to this Agreement, or for injury to the goodwill associated with the use of any of the Trademarks or for breach or enforcement of any License, Royalties (as defined herein) and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guarantee, payable by reason of loss or damage to or otherwise with respect to the Collateral.

(i) **Inventory.** All personal property of whatever kind and wherever situated, which now or hereafter forms part of the inventory of the Debtor, in which the Debtor now or hereafter has an interest, including without limitation, all goods, merchandise, raw materials, goods in process, work in progress, finished goods and other tangible personal property now or hereafter held for sale, lease, resale or exchange or furnished or to be furnished under contracts for service or that are used or consumed in the business of the Debtor, and any part thereof (collectively, the "**Inventory**");

(j) **Money.** All money in which the Debtor now or hereafter has an interest, and any part thereof (the "**Money**");

(k) **Proceeds.** All proceeds and personal property in any form derived directly or indirectly from any dealing with the Collateral or any part thereof and all proceeds of proceeds and any part thereof (collectively, the "**Proceeds**");

(l) **Records.** All books, papers, documents, writings, tapes, magnetic or other machine readable data and records, and all other information, however stored, recording or relating to any of the Collateral (collectively, the "**Records**"); and

(m) **Securities.** All shares, stock, warrants, bonds, debentures, debenture stock, mortgages and other Equity Interests (as defined in the Credit Agreement) and securities (including all certificates or similar documents evidencing the interest of the Debtor therein) in which the Debtor now or hereafter has an interest, and any part thereof (collectively, the "**Securities**"), including without limitation the Securities described in **Schedule B** attached hereto.

1.2 Floating Charge.

As security for the repayment and the performance of each of the Obligations, the Debtor grants a floating charge to the Administrative Agent on all the Debtor's interest in real property, including without limitation, all fixtures, crops and improvements, both present and future, other than such as are validly and effectively charged under Section 1.1 or excluded under Section 1.5.

1.3 Nature of Security Interests.

Notwithstanding the Debtor's right to deal with the Inventory in the ordinary course of business as provided herein, the security interests created hereby shall operate as fixed and specific mortgages and charges of all of the Collateral presently existing, and with respect to all future Collateral, shall operate as fixed and specific mortgages and charges of such future Collateral which shall attach at the moment the Debtor acquires any right or interest therein. The security interest created by Section 1.2 is intended as a floating charge which shall attach at the time provided in Section 1.4.

1.4 Attachment.

The Debtor acknowledges that value has been given. The security interests created hereby are intended to attach, as to all of the Collateral in which the Debtor has an interest, forthwith when the Debtor executes this Security Agreement, and, as to all Collateral in which the Debtor acquires any right or interest after the execution of this Security Agreement, when the Debtor acquires such right or interest.

1.5 Exceptions – Leases and Licenses.

The last day of any term reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor is hereby excepted out of the security interests created hereby. The Debtor shall assign and dispose of such last day of any term reserved by any such lease or agreement in such manner as the Administrative Agent may from time to time direct in writing. Upon any sale, assignment, sublease or other disposition of such lease or agreement to lease, the Administrative Agent shall, for the purpose of vesting the aforesaid residue of any such term in any purchaser, assignee, sublessee or such other acquirer of the lease, agreement to lease or any interest therein, be entitled by deed or other written instrument to assign to such other person, the aforesaid residue of any such term in place of the Debtor and to vest the same freed and discharged from any obligation whatsoever respecting the same. The security interests shall not extend or apply to the last day of any term of years reserved by a License, but the Debtor shall stand possessed of any such reversion in trust to assign and dispose thereof as the Administrative Agent may direct.

1.6 Statement.

The Debtor acknowledges that a security interest is taken in all of the Debtor's present and after acquired property except the last day of any term reserved by any lease of real property, verbal or written or any agreement therefor, now held or hereafter acquired by the Debtor.

1.7 Where Consent Required.

Nothing herein shall constitute an assignment or attempted assignment of any right, privilege, benefit, contract, permit, policy or other document or instrument which by the provisions thereof or by law is not assignable or which requires the consent of any third party to its assignment unless and until such consent is obtained or is waived by the third party. In each such case the Debtor shall, unless the Administrative Agent otherwise agrees in writing, use reasonable commercial efforts to obtain the consent of any necessary third party to its assignment hereby and for its further assignment by the Administrative Agent to any third party who may acquire same as a result of the Administrative Agent's exercise of remedies after an Event of Default which is continuing. Upon such consents being obtained from, or waived by, such relevant third party, this Security Agreement shall apply thereto without regard to this Section 1.7 and without the necessity of any further assurance to effect the assignment thereof.

1.8 Pending Consent.

In any case to which Section 1.7 applies, unless and until consent to assignment is obtained as therein provided, the Debtor shall, to the extent it may do so by law or pursuant to the provisions of the document or interest therein referred to, hold all benefit to be derived therefrom in trust for the Administrative Agent as additional security for the performance of the Obligations and shall deliver up all such benefit to the Administrative Agent forthwith upon demand by the Administrative Agent.

Section 2
DEFINITIONS

2.1 Collateral.

The property, assets, rights and undertaking charged hereunder, including all of such Accessions, Accounts, Chattel Paper, Documents of Title, Equipment, Instruments, Intangibles, Intellectual Property, Inventory, Money, Proceeds, Records and Securities together with all increases, additions, improvements and accessions thereto, and all substitutions or any replacements thereof are, unless otherwise specified, herein referred to as the "**Collateral**".

2.2 Defined Terms.

(a) "**Administrative Agent**" means Canadian Imperial Bank of Commerce and its successors and permitted assigns, in its capacity as administrative agent for the benefit of and on behalf of the Lenders under the Credit Agreement;

(b) "**Credit Agreement**" means the subordinated secured credit agreement, dated as of October 23, 2007, among 1353537 Alberta Ltd., as borrower, the Lenders from time to time party thereto, as lenders, Canadian Imperial Bank of Commerce, as Lead Arranger and Administrative Agent, and Canadian Imperial Bank of Commerce, as Operating Lender;

(c) "**Intercreditor Agreement**" means the intercreditor agreement, dated as of October 23, 2007, among Canadian Imperial Bank of Commerce, in its capacity as Administrative Agent under the Senior Credit Agreement (as defined in the Intercreditor Agreement), Canadian Imperial Bank of Commerce, in its capacity as Administrative Agent under the Subordinate Credit Agreement (as defined in the Intercreditor Agreement) and 1353537 Alberta Ltd.;

(d) "**Lenders**" means, collectively, the Lenders (as defined in the Credit Agreement) and each Swap Lender (as defined in the Credit Agreement), and their respective successors and permitted assigns, and "**Lender**" means any one of them and its successors and assigns. Unless the context otherwise requires, the term "**Lenders**" includes the Operating Lender (as defined in the Credit Agreement) and its successors and permitted assigns;

(e) "**Licenses**" means any and all licenses, sub-licenses, leases, sub-leases, agreements to license or sub-license or lease or sub-lease, rights of use or control (whether as licensee or licensor or lessee or lessor and whether exclusive or nonexclusive) in respect of or in connection with the acquisition, ownership or use of Intellectual Property, together in

each case with any amendments, supplements, modifications, extensions, renewals or replacements thereof, and "**License**" means any one of them;

(f) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal, grand jury or arbitrator acting under the authority of any of the foregoing, whether foreign or domestic, in each case having or purporting to have jurisdiction in the relevant circumstances;

(g) "**Royalties**" means all royalties, rents, issues, proceeds, profits or other fees (including, without limitation, license fees), charges, assessments or penalties payable to the Debtor or due or accruing due to the Debtor pursuant to any License; and

(h) Unless the context otherwise requires or unless otherwise specified, all the terms used herein without initial capitals which are defined in the *Personal Property Security Act* (Alberta) or the regulations thereunder, as they may be amended, restated or replaced by successor legislation of comparable effect (collectively, the "**PPSA**"), have the same meaning herein as in the PPSA.

Section 3
OBLIGATIONS SECURED

3.1 Obligations Secured.

The Collateral constitutes and will constitute continuing security for each of the following obligations (collectively, the "**Obligations**") of the Debtor to any one or more of the Administrative Agent and the Lenders under the Credit Agreement or any other Loan Document (as defined in the Credit Agreement):

(a) **Indebtedness.** The prompt payment, as and when due and payable, of all amounts now or hereafter owing by the Debtor to any one or more of the Administrative Agent and the Lenders under the Credit Agreement or any other Loan Document and any Swap Agreement (as such terms are defined in the Credit Agreement), including by way of guarantee or indemnity, whether now existing or hereafter incurred, matured or unmatured, direct, indirect, joint or several, or contingent including any extensions and renewals thereof, and all future advances and re-advances; and

(b) **Performance of Agreements.** The strict performance and observance by the Debtor of all agreements, warranties, representations, covenants and conditions of the Debtor made pursuant to this Security Agreement or any other agreement between the Debtor and any one or more of the Administrative Agent and the Lenders in connection with the Credit Agreement all as now in effect or as hereafter entered into or amended.

3.2 Reduction of Obligations.

The Obligations may be reduced to zero from time to time without affecting the validity, perfection or enforceability of this Security Agreement or the security interests created hereby until this Security Agreement is discharged in accordance with Section 9.10.

Section 4
DEBTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General.

The Debtor represents and warrants to and for the benefit of the Administrative Agent and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant as set out in this Section 4, and that each of the representations and warranties made with respect to the Debtor in the Credit Agreement is true and correct as if the same were given by the Debtor at the date hereof.

4.2 Places of Business of Debtor.

The locations specified in **Schedule D** hereto are the Debtor's only places of business (the "**Places of Business**") where the Debtor conducts its business operations or keeps or stores the Collateral and records in respect thereof and of the Debtor's business.

4.3 Serial Numbered Goods.

To the knowledge of the Debtor, the complete, accurate and appropriate serial number (as specified in the regulations under the PPSA) for each item of Equipment that is serial numbered goods in which the Debtor now has any interest (excluding, for certainty, any Equipment held by the Debtor under any operating lease), is set out in **Schedule A** hereto.

4.4 Account Debtor.

To the knowledge of the Debtor, each Account, Chattel Paper, Security and Instrument constituting Collateral is genuine and enforceable in accordance with its terms against the party obligated to pay thereunder (the "**Account Debtor**").

4.5 Amounts Due From Account Debtor.

The amount represented by the Debtor to the Administrative Agent from time to time as owing by each Account Debtor or by all Account Debtors shall, to the best of the Debtor's knowledge be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, save and except for normal cash discounts where applicable.

4.6 Survival and Reliance.

All representations and warranties of the Debtor made herein or in any certificate or other document delivered by or on behalf of the Debtor for the benefit of the Administrative Agent or any of the Lenders are material, shall survive the execution and delivery of this Security Agreement and shall continue in full force and effect without time limit. The Administrative Agent and each of the Lenders are deemed to have relied upon each such representation and warranty notwithstanding any investigation made by or on behalf of the Administrative Agent or any of the Lenders at any time.

4.7 Intellectual Property.

Attached hereto as **Schedule C** is a true and complete schedule setting forth all material Intellectual Property of the Debtor.

4.8 Validity; Enforceability.

The Debtor is not currently aware of any past, present, or prospective claim by any third party that any of the Intellectual Property is invalid or unenforceable or that the use of the Intellectual Property violates the rights of any third person, or of any basis for any such claims, except for those claims set out in **Schedule E** attached hereto.

4.9 Perfection of Security Interest in Intellectual Property.

Except for the filing of a financing statement with provincial or state personal property registries, and filings with the Canadian Patent Office, Canadian Copyright Office and Canadian Trademark Office, the United States Patent and Trademark Office and the United States Copyright Office, or the corresponding offices in any other country which may be necessary to perfect the security interest, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by the Debtor of the security interest or for the execution, delivery or performance of this Security Agreement by the Debtor or for the perfection of or the exercise by the Administrative Agent of its rights hereunder to the Intellectual Property in Canada or the United States.

Section 5
DEBTOR'S COVENANTS

5.1 General.

Unless compliance with the following covenants is waived by the Administrative Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Administrative Agent by written agreement with the Debtor, the Debtor covenants and agrees with the Administrative Agent to observe and perform each of the covenants set out in this Section 5, and to comply with each and every term, covenant, condition and agreement under the Credit Agreement, any Swap Agreement entered into by the Debtor with any Lender or any Affiliate of any Lender or any other agreement entered into by the Debtor in connection with such agreements and to not do anything which would result in a breach of the Credit Agreement, any Swap Agreement entered into by the Debtor with any Lender or any Affiliate of any Lender or any other agreement entered into by the Debtor in connection with such agreements.

5.2 Conduct of Business.

The Debtor will carry on and conduct its business in accordance with sound industry practice.

5.3 No Accessions or Fixtures.

The Debtor will prevent the Collateral from becoming an accession to any property other than the Collateral or from becoming a fixture unless the security interests hereby created rank prior to the interests of all other persons in the realty.

5.4 Marking the Collateral.

The Debtor will, at the reasonable request of the Administrative Agent, and if reasonably necessary for identification purposes, mark, or otherwise take appropriate steps to identify, the Collateral to indicate clearly that it is subject to the security interests hereby created.

5.5 Change of Places of Business, Collateral and Names.

The Debtor will not change its places of business, chief executive office, or the records in respect thereof or, other than in accordance with the Purchase Transactions or any Permitted Acquisition (as such terms are defined in the Credit Agreement), change its corporate name or any name or style under which it carries on business without giving to the Administrative Agent five (5) Business Day's prior written notice of the change or of the new name or style, as applicable.

5.6 Notice of Loss of Collateral.

The Debtor will give prompt written notice to the Administrative Agent of all loss or damage to or loss or possession of the Collateral otherwise than by disposition in accordance with the terms of the Credit Agreement unless such loss, damage or loss of possession would not, in the aggregate, reasonably be considered to constitute a Material Adverse Effect (as defined in the Credit Agreement).

5.7 Proceeds In Trust.

Upon the occurrence of and during the continuation of an Event of Default, the Debtor will and shall be deemed to hold all Proceeds in trust, separate and apart from other Money, Instruments or property, for the benefit of the Administrative Agent until all amounts owing by the Debtor to each of the Administrative Agent and the Lenders have been paid in full and all obligations of each of the Administrative Agent and the Lenders to the Debtor have been terminated.

5.8 Additional Securities.

In the event that the Debtor shall, during the currency of the Credit Agreement, become the beneficial owner of any other Securities than those set out in Schedule B hereto, the Debtor agrees that, subject to the terms of the Credit Agreement, and subject to the terms of the Intercreditor Agreement, it shall pledge such Securities to the Administrative Agent and forthwith deliver same to the Administrative Agent under the Senior Credit Agreement (as defined in the Intercreditor Agreement) that will hold such Securities on behalf of the Creditors (as defined in the Intercreditor Agreement) to be dealt with in accordance with the terms and conditions of the Intercreditor Agreement and such Securities shall become Securities so held by or on behalf of the Administrative Agent pursuant to the terms of this Security Agreement, the security interest of the Administrative Agent attaching when the Debtor has rights in such Securities.

5.9 Security Interest in Intellectual Property.

The Debtor agrees that the Administrative Agent will not be deemed in any manner to have assumed any obligation of the Debtor under any License nor shall the Administrative Agent be liable to any Official Body or license counterparties by reason of any default by any person under any contract. The Debtor agrees to indemnify and hold the Administrative Agent harmless of and from all liability, loss, damage or expense which it may or might incur by reason of any claim or demand against it based on its alleged assumption of the Debtor's duty and obligation to perform and discharge the terms, covenants and agreements in any License, other than those arising from gross negligence or willful misconduct.

5.10 Litigation and Proceedings With Respect to Intellectual Property.

The Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit and its own expense, such suits, administrative proceedings, or other actions

for infringement or other causes of action as are in its reasonable business judgment necessary to protect the Intellectual Property. The Debtor shall diligently defend all suits, administrative proceedings or other actions brought by third parties in respect of the Intellectual Property or use thereof unless such suits, proceedings or actions do not constitute a Material Adverse Effect. The Debtor shall provide to the Administrative Agent any information with respect to the foregoing in this Section 5.10 requested by the Administrative Agent. The Administrative Agent may, but shall not be required to, provide at the Debtor's expense all necessary cooperation in connection with any such suits, proceedings or actions including, without limitation, joining as a necessary party. Following the Debtor becoming aware thereof, the Debtor shall promptly notify the Administrative Agent of the institution of or any adverse determination in any proceeding in any patent, trademark or copyright office or other regulatory authority, or any Canadian, United States, state, provincial or foreign court regarding the Debtor's claim of ownership in any of the Intellectual Property, its right to apply for the same or its right to keep and maintain such rights, the whole provided that such proceeding is likely to constitute a Material Adverse Effect.

Section 6
COLLECTION OF ACCOUNTS

6.1 Collection of Accounts.

The Administrative Agent may, upon the occurrence and during the continuation of an Event of Default, notify and direct any Account Debtor to make all payments whatever to the Administrative Agent. The Administrative Agent may hold all amounts acquired from any Account Debtor and any Proceeds as part of the Collateral.

6.2 Trust Provision.

Any payments received by the Debtor upon the occurrence and during the continuation of an Event of Default and after notification to Account Debtors, shall be held by the Debtor in trust for the Administrative Agent in the same medium in which received, shall not be commingled with any assets of the Debtor and shall, at the request of the Administrative Agent, be turned over to the Administrative Agent not later than the next business day following the day of their receipt.

Section 7
DEFAULT

7.1 Default.

The occurrence of any "Event of Default" under the Credit Agreement, other than under Article VIII, subparagraphs (h) or (i) of the Credit Agreement, that has not been remedied or waived by the Administrative Agent in accordance with the provisions of the Credit Agreement and for which the Administrative Agent has provided a notice of acceleration to the Debtor, or the occurrence of any "Event of Default" specified in Article VIII, subparagraphs (h) or (i) of the Credit Agreement will constitute an "**Event of Default**" under this Security Agreement.

7.2 Crystallization.

The floating charge created by Section 1.2 shall become a fixed charge as soon as:

(a) the Administrative Agent gives notice to that effect to the Debtor upon the occurrence and during the continuation of an Event of Default;

(b) the Administrative Agent takes any step to accelerate or demand payment of the Obligations, or gives notice of its intention or takes any steps to enforce its security upon the occurrence and during the continuation of an Event of Default; or

(c) an Event of Default described in Article VIII, subparagraphs (h) or (i) of the Credit Agreement occurs in respect of the Debtor.

7.3 Grant of License.

In addition, upon the occurrence of any default or Event of Default which is not susceptible of being remedied or waived, the Debtor shall, to the extent permitted by law, grant to the Administrative Agent a royalty-free exclusive license to use the Intellectual Property and associated goodwill to the extent necessary to enable the Administrative Agent to use, possess and realize upon the Intellectual Property and to enable any successor or assign to enjoy the benefits of all the Intellectual Property.

7.4 Waiver not to Affect Subsequent Breach.

The Administrative Agent may waive default or any breach by the Debtor of any of the provisions contained in this Security Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived. No act or omission of the Administrative Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Administrative Agent resulting therefrom. Any such waiver must to be in writing and signed by the Administrative Agent to be effective.

Section 8
ADMINISTRATIVE AGENT'S REMEDIES ON DEFAULT

8.1 Indebtedness Due and Rights and Remedies.

Upon the occurrence and during the continuation of an Event of Default, all of the Obligations shall become immediately due and payable without notice to the Debtor, and the Administrative Agent may, at its option, proceed to enforce payment of same and to exercise any or all of the rights and remedies contained herein, including, without limitation, the signification and collection of the Debtor's Accounts, or otherwise afforded by law, in equity or otherwise. The Administrative Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with applicable law and the Administrative Agent expressly retains all rights and remedies not inconsistent with the provisions herein including all the rights it may have under the PPSA as well as the Credit Agreement, and, without restricting the generality of the foregoing, the Administrative Agent may upon such Event of Default which is continuing:

(a) **Appointment of Receiver**. Appoint by instrument in writing a receiver, receiver-manager or receiver and manager (herein a "**Receiver**") of the Debtor and of all or any part of the Collateral and remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by the Administrative Agent so far as concerns responsibility for its acts shall be deemed the agent of the Debtor and not of the Administrative Agent. Where the Administrative Agent is referred to in this Section the reference includes, where the context permits, any Receiver so appointed and the officers, employees, servants or agents of such Receiver;

(b) **Enter and Repossess**. Immediately and without notice enter the Debtor's premises and repossess, disable or remove the Collateral and the Debtor hereby grants to the Administrative Agent a licence to occupy any premises of the Debtor for the purpose of storage of the Collateral;

(c) **Retain the Collateral**. Retain and administer the Collateral in the Administrative Agent's sole and unfettered discretion, which the Debtor hereby acknowledges is commercially reasonable;

(d) **Dispose of the Collateral**. Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are hereby waived by the Debtor. The Administrative Agent may, at its discretion establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. The Administrative Agent may also lease the Collateral on such terms as it deems appropriate. The payments for Collateral, whether on a disposition or lease, may be deferred. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Administrative Agent may buy in, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any loss occasioned thereby. Any such disposition may take place whether or not the Administrative Agent has taken possession of the Collateral;

(e) **Foreclose**. Foreclose upon the Collateral in satisfaction of the Obligations. The Administrative Agent may designate any part of the Obligations to be satisfied by the foreclosure of particular Collateral which the Administrative Agent considers to have a net realizable value approximating the amount of the designated part of the Obligations, in which case only the designated part of the Obligations shall be deemed to be satisfied by the foreclosure of the particular Collateral;

(f) **Carry on Business**. Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Administrative Agent sees fit. The Administrative Agent shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, costs, charges, depreciation or damages in connection therewith;

(g) **Payment of Encumbrances**. Pay any encumbrance that may exist or be threatened against the Collateral. In any such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations secured by this Security Agreement;

(h) **Payment of Deficiency**. If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Administrative Agent any deficiency and the Administrative Agent may sue the Debtor to collect the amount of such deficiency; and

(i) **Dealing with Collateral**. Subject to applicable law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the

Administrative Agent advisable and without notice to the Debtor. The Administrative Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including legal services, consulting, receivers and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add such sums to the Obligations secured by this Security Agreement.

8.2 Assemble the Collateral.

To assist the Administrative Agent in the implementation of such rights and remedies the Debtor will, at its own risk and expense and at the Administrative Agent's request, assemble and prepare for removal such items of the Collateral as are selected by the Administrative Agent as shall, in the Administrative Agent's sole judgment, have a value sufficient to cover all the Obligations.

8.3 Administrative Agent Not Liable for Failure to Exercise Remedies.

None of the Administrative Agent or the Lenders shall be liable or accountable for any delay or failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral. None of the Administrative Agent or the Lenders shall be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Administrative Agent, the Debtor or any other person in respect of the Collateral or against any Account Debtor.

8.4 Allocation of Proceeds.

All monies collected or received by the Administrative Agent in respect of the Collateral may be held by the Administrative Agent and may be applied on account of such parts of the Obligations at the sole discretion of the Administrative Agent, the whole subject to the terms of the Credit Agreement.

8.5 Extension of Time.

Each of the Administrative Agent and the Lenders may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as such of the Administrative Agent or the Lenders may see fit without prejudice to the liability of the Debtor to the Administrative Agent, or the Administrative Agent's rights, remedies and powers under this Security Agreement.

8.6 Forbearance is not Waiver.

No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Administrative Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Administrative Agent or otherwise preclude the Administrative Agent from enforcing such rights.

8.7 Effect of Appointment of Receiver.

As soon as the Administrative Agent takes possession of any Collateral or appoints a Receiver, all powers, functions, rights and privileges of the directors and officers of the Debtor with respect to that Collateral shall cease, unless specifically continued by the written consent of the Administrative Agent or the Receiver.

8.8 Limitation of Liability.

The Administrative Agent and the Lenders shall not be liable by reason of any entry into or taking possession of any of the Collateral hereby charged or intended so to be or any part thereof, to account as mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or any act or omission for which a secured party in possession might be liable. The Debtor acknowledges and agrees that any and all payments, responsibilities, obligations and liabilities in respect of the Collateral shall remain those of the Debtor and no such payments, responsibilities, obligations or liabilities are assigned hereby nor are assumed or incurred by the Administrative Agent or the Lenders hereunder, other than gross negligence or wilful misconduct.

8.9 Release by Debtor.

The Debtor hereby releases and discharges the Administrative Agent, the Lenders and the Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of any act or omission of the Administrative Agent or any successor or assign claiming through or under the Administrative Agent or the Receiver under the provisions of this Security Agreement unless such claim is the result of dishonesty or gross neglect.

8.10 Performance by Agent.

Nothing herein shall obligate the Administrative Agent to assume or perform any obligation of the Debtor to any third party in respect or arising out of the Collateral. The Debtor agrees to indemnify and save harmless the Administrative Agent from any and all claims of such third parties, other than those arising out of gross negligence or wilful misconduct. The Administrative Agent may however at its option assume or perform any such obligations which the Administrative Agent considers necessary or desirable to obtain the benefit of the Collateral, or any part thereof, free of any set off, deduction or abatement and any money so expended by the Administrative Agent shall form part of the Obligations and shall bear interest at the interest rate(s) provided for in the Credit Agreement.

Section 9
MISCELLANEOUS

9.1 Costs.

The Debtor will indemnify and reimburse the Administrative Agent on demand for all interest, commissions, costs of realization and other reasonable costs and expenses (including the full amount of all legal fees and expenses paid by the Administrative Agent) incurred by the Administrative Agent, any of the Lenders or any Receiver in connection with:

(a) the registration of any financing statement registered in connection with the security interests hereby created;

(b) the preparation, execution, perfection, protection, enforcement of and advice with respect to this Security Agreement;

(c) the realization, disposition of, retention, protection, insuring or collection of any Collateral;

(d) the protection or enforcement of the rights, remedies and powers of any of the Administrative Agent or the Lenders or any Receiver, including, without limitation, participation, preparation and advice with respect to any actions or proceedings commenced or threatened by or against the Debtor or any Guarantor/Indemnitor;

(e) the inspection of the Collateral;

(f) investigating title to the Collateral;

(g) the compliance by the Administrative Agent with all demands made upon the Administrative Agent to amend, extend, cancel or discharge any registrations and filings related hereto; and

(h) any other reasonable cost related hereto.

All amounts for which the Debtor is required hereunder to reimburse the Administrative Agent or any of the Lenders or any Receiver shall, from the date of disbursement until the date the Administrative Agent, such Lenders or the Receiver receives reimbursement, be deemed advanced to the Debtor by the Lenders, shall be deemed to be Obligations and shall bear interest at the interest rate(s) provided for in the Credit Agreement.

9.2 Appointment of Attorney.

The Debtor hereby constitutes and appoints the Administrative Agent, or any Receiver, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient. This power of attorney may only be exercised upon the occurrence and during the continuation of an Event of Default. The Debtor hereby declares that the irrevocable power of attorney granted hereby, being coupled with an interest, is given for valuable consideration.

9.3 No Obligation to Make Advances.

Nothing herein shall obligate the Administrative Agent or any of the Lenders to make any advance or loan or further advance or extend credit to the Debtor and, in particular, nothing herein shall obligate the Administrative Agent or any of the Lenders to advance any unadvanced portion of any loan or credit to the Debtor after the occurrence of an Event of Default which is continuing. Except to the extent that the Administrative Agent or any of the Lenders:

(a) by accepting bills of exchange drawn on it by the Debtor; or

(b) by issuing letters of credit or letters of guarantee on the application of the Debtor,

is required to advance monies on the maturity of those bills or pursuant to those letters of credit or letters of guarantee, as the case may be, none of the preparation, execution, perfection or registration of this Security Agreement or the advance of any monies by the Administrative Agent or any of the Lenders shall bind the Administrative Agent or the Lenders to make any further advance.

9.4 Security Interests Effective Immediately.

Neither the execution of, nor any filing with respect to, this Security Agreement shall bind the Administrative Agent or any of the Lenders to grant any credit to the Debtor, but the security interests hereby created shall take effect forthwith upon the execution of this Security Agreement by the Debtor.

9.5 Security in Addition and not in Substitution, Remedies Cumulative.

The rights, remedies and powers conferred by this Security Agreement are in addition to, and not in substitution for, any other rights, remedies or powers the Administrative Agent and the Lenders may have under this Security Agreement, at law, in equity or by or under the PPSA or any other statute. The Administrative Agent may proceed by way of any action, suit or other proceeding at law or in equity and no right, remedy or power of the Administrative Agent shall be exclusive of or dependent on any other. The Administrative Agent may exercise any of its rights, remedies or powers separately or in combination and at any time.

9.6 Statutory Waivers.

To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protection given by the provisions of any existing or future statute which imposes limitations upon the rights, remedies or powers of the Administrative Agent or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute. In particular, the Debtor waives all rights, benefits and protection given by the *Civil Enforcement Act* of the Province of Alberta insofar as they extend to or relate to any of the Collateral. The *Limitation of Civil Rights Act* of the Province of Saskatchewan shall not apply to the security interests hereby created or any of the rights, remedies or powers of the Administrative Agent or any Receiver.

9.7 Provisions Reasonable.

The Debtor acknowledges that the provisions of this Security Agreement and, in particular, those respecting rights, remedies and powers of the Administrative Agent and any Receiver against the Debtor, its business and any Collateral upon an Event of Default, are commercially reasonable and not manifestly unreasonable.

9.8 Further Assurances.

The Debtor shall at all times, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments, security agreements and assurances as the Administrative Agent may reasonably require in order to give effect to the provisions hereof and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the security interests hereby created and the priority accorded to them by law or under this Security Agreement.

9.9 Notices. Every notice, demand and other communication in connection with this Security Agreement (including, without limitation, notices required or permitted under the *Bankruptcy and Insolvency Act*) and all legal process in regard hereto shall be validly given, made or served in accordance with the Credit Agreement.

9.10 Release of Collateral and Discharge.

The Administrative Agent shall, in accordance with the provisions of the Credit Agreement, release any of the Collateral from time to time from the security interest created pursuant to this Security Agreement. Upon payment and performance by the Debtor of the Obligations secured hereby the Administrative Agent shall promptly upon request in writing by the Debtor deliver up this Security Agreement to the Debtor and shall at the expense of the Debtor cancel and discharge the security interests hereby created and execute and deliver to the Debtor such documents as shall be requisite to discharge the security interests hereby created.

9.11 Amalgamation.

In the event of the amalgamation of the Debtor, this Security Agreement and all other security delivered by the Debtor in connection with this Security Agreement shall be binding on the amalgamated corporation and charge its present and future undertaking, property and assets to secure the present and future Obligations of the amalgamated corporation, all as if the amalgamated corporation had originally executed and delivered those documents; provided nothing in this paragraph shall be construed as a consent or a permission for the Debtor to amalgamate.

9.12 Delivery of Copy/Waiver.

The Debtor hereby acknowledges receiving a copy of this Security Agreement. The Debtor waives all rights to receive from the Administrative Agent a copy of any financing statement or financing change statement registered or verification statement issued at any time in respect of this Security Agreement.

9.13 Conflict.

In the event of a conflict or inconsistency between the provisions of this Security Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail provided that they do not invalidate any security created hereunder.

9.14 Release of Information.

The Debtor hereby authorizes the Administrative Agent to provide a copy of this Security Agreement and such other information (including full details of the Obligations) as may be requested of the Administrative Agent by persons entitled thereto under the PPSA.

Section 10
INTERPRETATION

10.1 Entire Agreement/Amendment.

This Security Agreement contains the entire agreement between the parties relating to the security interests hereby created. Any amendment of this Security Agreement shall not be binding unless in writing and signed by the Administrative Agent and the Debtor. The Debtor confirms that there are no

representations, warranties, covenants or acknowledgements affecting, or relied upon in entering this Security Agreement.

10.2 Severability.

Any provision of this Security Agreement prohibited by law or otherwise ineffective shall be ineffective only to the extent of such prohibition or ineffectiveness and shall be severable without invalidating or otherwise affecting the remaining provisions hereof.

10.3 Joint and Several Liability.

If more than one person executes this Security Agreement as Debtor, their obligations hereunder and the liability resulting therefrom shall be joint and several.

10.4 Headings.

All headings and titles in this Security Agreement are for reference only and are not to be used in the interpretation of the terms hereof.

10.5 Included Words.

Wherever the singular or the masculine are used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

10.6 Applicable Law.

This Security Agreement shall be construed and enforceable under and in accordance with the laws of Alberta. The Debtor hereby irrevocably submits and attorns to the jurisdiction of the courts of Alberta.

10.7 Binding Effect.

This Security Agreement shall be binding on the Debtor and its successors, heirs, administrators and executors and shall enure to the benefit of the Administrative Agent and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

1353537 ALBERTA LTD.

By: _____

Name: Franklin H. Foster
Title: Secretary

SCHEDULE A

SPECIFIC EQUIPMENT DESCRIPTION

NIL

SCHEDULE B

SECURITIES OWNED BY THE DEBTOR

(1) IN THE CAPITAL OF COVER-ALL BUILDING SYSTEMS INC.

CLASS OF SHARES	CERTIFICATE NUMBER	NUMBER OF SHARES
Class A Shares	CA-1	8,679,913
Class A Shares	CA-2	4,673,799
Class G Shares	CG-1	1,974,246
Class G Shares	CG-2	1,063,056

SCHEDULE C

INTELLECTUAL PROPERTY OF THE DEBTOR

NIL

SCHEDULE D

DEBTOR'S PLACES OF BUSINESS

3815 Wanuskewin Road
Saskatoon, Saskatchewan S7P 1A4

4300 Bankers Hall West
888 – 3rd Street S.W.
Calgary, Alberta T2P 5C5

SCHEDULE E

CLAIMS AGAINST INTELLECTUAL PROPERTY OF THE DEBTOR

NIL

EXECUTION VERSION

ASSIGNMENT AND SECURITY AGREEMENT

This ASSIGNMENT AND SECURITY AGREEMENT, dated as of October 23, 2007 (this "Agreement"), between each person listed on the signature pages hereof, each other person or entity which from time to time becomes a party hereto by executing and delivering a Joinder (as defined below) (collectively, including the Borrower, the "Debtors" and individually each a "Debtor") and CANADIAN IMPERIAL BANK OF COMMERCE ("CIBC"), in its capacity as administrative agent (as defined below) for the benefit of the Secured Parties (as defined below).

RECITALS:

1. 1353537 Alberta Ltd., a corporation incorporated in the province of Alberta (the "Borrower") is a party to a Credit Agreement, dated as of October 23, 2007 (as amended, modified, restated or supplemented from time to time, the "Credit Agreement"), with certain financial institutions, as lenders (collectively, the "Lenders") and CIBC, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and CIBC, as Operating Lender.

2. Each of the Debtors has executed and delivered a Guarantee dated as of the date hereof (as amended, modified, restated or supplemented from time to time, the "Guarantee"), of the obligations of the Borrower in respect of the Loan Documents and the obligations of each Debtor under the Guarantee are to be secured pursuant to this Agreement.

3. The execution and delivery of this Agreement is a condition precedent set forth in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. When used herein (a) the terms Account, Account Debtor, Certificated Security, Chattel Paper, Commercial Tort Claim, Commodity Account, Commodity Contract, Deposit Account, Document, Equipment, Fixture, General Intangibles, Goods, Instrument, Inventory, Investment Property, Proceeds, Security, Securities Account, Security Entitlement, and Uncertificated Security have the meaning ascribed under Article 8 or Article 9, as applicable of the Uniform Commercial Code as the same shall be hereafter amended; (b) capitalized terms used but not defined have the meanings assigned to such terms in the Credit Agreement and (c) the following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

Administrative Agent - see the recitals.

Agreement - see the introductory paragraph.

Borrower - see the recitals.

Computer Hardware and Software means, with respect to any Debtor, (i) all computer and other electronic data processing hardware, whether now or hereafter owned, licensed or leased by such Debtor, including, without limitation, all integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware; (ii) to the extent assignable, all software programs, whether now or hereafter owned, licensed or leased by such Debtor, designed for use on the computers and electronic data processing hardware described in clause (i) above, including, without limitation, all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) all firmware associated therewith, whether now or hereafter owned, licensed or leased by such Debtor; and (iv) to the extent assignable, all documentation for such hardware, software and firmware described in the preceding clauses (i), (ii) and (iii), whether now or hereafter owned, licensed or leased by such Debtor, including, without limitation, flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Credit Agreement - see the recitals.

Debtor - see the introductory paragraph.

Guarantee - see the recitals.

Intellectual Property means all past, present and future: trade secrets and other proprietary information; trademarks, service marks, business names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including, without limitation, copyrights for computer programs) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world; unpatented inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing set forth in this definition; the right to sue for all past, present and future infringements of any of the foregoing set forth in this definition; and all common law and other rights throughout the world in and to all of the foregoing set forth in this definition.

Joinder means an Assignment and Security Agreement Joinder substantially in the form of Exhibit A hereto.

Liabilities means with respect to any Debtor all obligations of such Debtor to the Administrative Agent or any other Secured Party (including monetary obligations accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, which arise out of or in connection with (a) the Guarantee or any other Loan Document to

which such Debtor is a party, (b) under any Swap Agreement to which such Debtor is a party, in each case as the same may be amended, modified, extended or renewed from time to time, and (c) cash management services (other than cash management services provided after the Termination Date) to any Lender or Affiliate of a Lender.

Non-Tangible Collateral means, with respect to any Debtor, collectively, such Debtor's Accounts and General Intangibles.

Secured Parties means (a) Lenders and the Administrative Agent, (b) the Swap Lenders, (c) the beneficiaries of each indemnification obligation undertaken by the Borrower or any Debtor under any Loan Document and (d) the successors and assigns of each of the foregoing.

Uniform Commercial Code or UCC means the Uniform Commercial Code as in effect in the State of New York on the date of this Agreement, as the same may be amended from time to time.

SECTION 2. Assignment and Grant of Security Interest.

(a) As security for the due and punctual payment and performance of all of the Liabilities now existing or hereafter arising, each Debtor hereby pledges, transfers and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and continuing security interest in, all of such Debtor's right, title and interest, whether now owned or held or hereafter acquired, in, to and under the following wheresoever the same may now or hereafter be located (the "Collateral"):

(i) Accounts;

(ii) Chattel Paper;

(iii) Commercial Tort Claims;

(iv) Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;

(v) Deposit Accounts;

(vi) Documents;

(vii) General Intangibles;

(viii) Goods (including, without limitation, all its Equipment, Fixtures and Inventory), together with all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;

(ix) Instruments;

(x) Intellectual Property;

(xi) Investment Property;

(xii) Letter-of-Credit Rights and letters of credit (as such term is defined in Article 5 of the Uniform Commercial Code);

(xiii) money (as such term is defined in Article 1 of the Uniform Commercial Code) of every jurisdiction whatsoever;

(xiv) to the extent not included in the foregoing, maps, surveys and similar items used or useful in such Debtor's business;

(xv) to the extent not included in the foregoing, all books, records, writings, data bases, information in whatever form and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to any of the foregoing;

(xvi) all Proceeds, products, offspring, rents, issues, profits and, distributions on, rights arising out of, returns of and from, and any and all claims and/or insurance payments arising out of the loss, nonconformity, or interference with the use of, defects or infringements of rights in, or damage to, any of the foregoing; and

(xvii) to the extent not included in the foregoing, other personal property of any kind or description.

Notwithstanding the foregoing, the security interest granted herein shall not attach to, and the term Collateral shall not include, (i) any United States intent-to-use trademark or service mark application to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable federal law, and (ii) any lease, license, contract, property rights or agreement to which any Debtors is a party or any of its rights or interests thereunder, or any assets governed thereby, if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of any Debtor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above.

SECTION 3. Representations and Warranties. Each Debtor warrants that: (i) no financing statement (other than any which may have been filed on behalf of the Administrative Agent or in connection with Permitted Liens) covering any of the Collateral is on file in any public office that will not be released in connection with the financing contemplated by the Credit Agreement; (ii) such Debtor is and will be the lawful owner of all Collateral, free of all liens and claims whatsoever, other than Permitted Liens, with full power and authority to execute this Agreement and perform such Debtor's obligations hereunder, and to subject the Collateral to the security interest hereunder; (iii) all information with respect to Collateral and Account Debtors set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by such Debtor to the Administrative Agent or any Lender will be true and correct in all material respects as of the date furnished; (iv) such Debtor's true legal name as registered in the jurisdiction in which such Debtor is organized or incorporated, state of incorporation or organization, organizational identification number as designed by the state of its incorporation or organization, chief executive office, and principal place of business are as set forth on Schedule 1 hereto and such Debtor has not maintained its chief executive office and principal place of business at any other locations (except such locations immediately prior to date of this Agreement as are set forth on Schedule 1); (v) each other location where such Debtor maintains a place of business or locates Goods is set forth on Schedule 2 hereto; (vi) except as disclosed on Schedule 1, such Debtor is not now known and during the five years preceding the date hereof has not previously been known by any trade name; (vii) except as disclosed on Schedule 1, during the five years preceding the date hereof such Debtor has not been known by any legal name different from the one set forth on the signature page of this Agreement nor has such Debtor been the subject of any merger or other corporate reorganization; (viii) Schedule 3 hereto contains a complete listing of all of such Debtor's Intellectual Property which has been registered under any registration statute; (ix) such Debtor is a duly organized, validly existing and in good standing under the laws of the state of its organization; (x) the execution and delivery of this Agreement and the performance by such Debtor of its obligations hereunder are within such Debtor's corporate powers, have been duly authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the Organizational Documents of such Debtor or of any material agreement, indenture, instrument or other document, or any material judgment, order or decree, which is binding upon such Debtor; (xi) this Agreement is a legal, valid and binding obligation of such Debtor, enforceable in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); and (xii) such Debtor is in compliance with the requirements of all applicable laws (including, without limitation, the provisions of the Fair Labor Standards Act), rules, regulations and orders of every governmental authority, the non-compliance with which would materially adversely affect the business, properties, assets, operations or condition (financial or otherwise) of the Borrower and the Subsidiaries taken as a whole or the value of the Collateral or the worth of the Collateral as collateral security.

SECTION 4. Agreements of Debtors. Each Debtor (a) will, upon request of the Administrative Agent, execute and cause to be filed such financing statements and other

documents (and pay the cost of filing or recording the same in all public offices reasonably deemed appropriate by the Administrative Agent) and do such other acts and things (including, without limitation, delivery to the Administrative Agent of any Instruments or Certificated Securities which constitute Collateral), all as the Administrative Agent may from time to time reasonably request, to establish and maintain a valid perfected security interest in the Collateral (free of all other liens, claims and rights of third parties whatsoever, other than Permitted Liens) to secure the payment of the Liabilities; (b) hereby authorizes the Administrative Agent to file financing statements describing the collateral as "all property" or words of similar import, and to file other documents without its signature (to the extent allowed by applicable law); (c) will keep all its Inventory, Equipment and all other Goods at, and will not maintain any place of business or locate any Goods at any location other than its address(es) shown on Schedules 1 and 2 hereto or at such other addresses of which such Debtor shall have given the Administrative Agent not less than 10 days' prior written notice; (d) shall not change its state of organization or incorporation or its name, identity, organizational structure or chief executive office or principal place of business such that any financing statement filed to perfect the Administrative Agent's interests under this Agreement would become seriously misleading, unless the Debtor shall have given the Administrative Agent not less than 5 days' prior notice of such change (provided that this Section 3(d) shall not be deemed authorize any change or transaction prohibited under the Credit Agreement); (e) will keep its records concerning the Non-Tangible Collateral in such a manner as will enable the Administrative Agent or its designees to determine at any time the status of the Non-Tangible Collateral; (f) will furnish the Administrative Agent such information concerning such Debtor, the Collateral and the Account Debtors as the Administrative Agent may from time to time reasonably request; (g) will permit the Administrative Agent and its designees, from time to time, on reasonable notice and at reasonable times and intervals during normal business hours (or at any time without notice during the existence of a Default) to inspect such Debtor's Inventory and other Goods, and to inspect, audit and make copies of and extracts from all records and all other papers in the possession of such Debtor pertaining to the Collateral and the Account Debtors, and will, upon request of the Administrative Agent during the existence of a Default, deliver to the Administrative Agent all of such records and papers; (h) will, upon request of the Administrative Agent, stamp on its records concerning the Collateral and add on all Chattel Paper constituting a portion of the Collateral, a notation, in form satisfactory to the Administrative Agent, of the security interest of the Administrative Agent hereunder; (i) except as permitted by the Credit Agreement, will not sell, lease, assign or create or permit to exist any Lien on any Collateral other than Permitted Liens; (j) will at all times keep all its Inventory and other Goods insured under policies maintained with reputable, financially sound insurance companies against loss, damage, theft and other risks to such extent as is customarily maintained by companies similarly situated, and cause all such policies to provide that loss thereunder shall be payable to the Administrative Agent as its interest may appear (it being understood that (A) so long as no Default shall be existing, the Administrative Agent shall deliver any proceeds of such insurance which may be received by it to such Debtor in accordance with the terms of the Credit Agreement and (B) whenever an Event of Default shall be existing, the Administrative Agent may apply any proceeds of such insurance which may be received by it toward payment of the Liabilities, whether or not due, in accordance with the terms of the Credit Agreement) and such policies or certificates thereof shall, if the Administrative Agent so requests, be deposited with or furnish to the

Administrative Agent; (k) will take such actions as are reasonably necessary to keep its Inventory in good repair and condition, ordinary wear and tear excepted; (l) will take such actions as are reasonably necessary to keep its Equipment (other than obsolete Equipment) in good repair and condition and in good working or running order, ordinary wear and tear excepted; (m) will promptly pay when due all license fees, registration fees, taxes, assessments and other charges which may be levied upon or assessed against the ownership, operation, possession, maintenance or use of its Equipment and other Goods (as applicable); provided, however, that such Debtor shall not be required to pay any such fee, tax, assessment or other charge if the validity thereof is being contested by such Debtor in good faith by appropriate proceedings, so long as forfeiture of any substantial part of its Equipment or other Goods will not result from the failure of such Debtor to pay any such fee, tax, assessment or other charge during the period of such contest; (n) will, upon the reasonable request of the Administrative Agent, (i) cause to be noted on the applicable certificate, in the event any of its Equipment is covered by a certificate of title, the security interest of the Administrative Agent in the Equipment covered thereby and (ii) deliver all such certificates to the Administrative Agent or its designees; (o) will take all steps reasonably necessary to protect, preserve and maintain all of its rights in the Collateral; (p) will keep all of the tangible Collateral, Deposit Accounts and Investment Property in the continental United States, provided, however, that if the Administrative Agent has a perfected security interest under the applicable law such Deposit Accounts and Investment Property may also be kept in Canada, United Kingdom or Germany, and (q) will reimburse the Administrative Agent for all expenses, including reasonable attorneys' fees and legal expenses, incurred by the Administrative Agent in seeking to collect or enforce any rights in respect of such Debtor's Collateral.

Any expenses incurred in protecting, preserving and maintaining any Collateral shall be borne by the applicable Debtor. The Administrative Agent shall not have any obligations or liabilities regarding the Collateral or any thereof by reason of, or arising out of, this Agreement.

SECTION 5. Collections, etc. Until such time during the existence of a Default as the Administrative Agent shall notify such Debtor of the revocation of such power and authority, each Debtor (a) may, in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by such Debtor for such purpose, use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by such Debtor for such purpose, and use, in the ordinary course of its business (but subject to the terms of the Credit Agreement), the cash proceeds of Collateral and other money which constitutes Collateral, (b) will, at its own expense, endeavor to collect, as and when due, all amounts due under any of the Non-Tangible Collateral, including the taking of such action with respect to such collection as the Administrative Agent may reasonably request or, in the absence of such request, as such Debtor may deem advisable, and (c) may grant, in the ordinary course of business, to any party obligated on any of the Non-Tangible Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of Goods, the sale or lease of which shall have given rise to such Non-Tangible Collateral. The Administrative Agent, however, may, at any time that a Default exists, whether before or after any revocation of such power and authority or the maturity of any of the Liabilities, notify any parties obligated on any of the Non-Tangible Collateral to make payment to the Administrative Agent of any amounts due or to become due thereunder and enforce collection of any of the Non-Tangible

Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Administrative Agent during the existence of a Default, each Debtor will, at its own expense, notify any parties obligated on any of the Non-Tangible Collateral to make payment to the Administrative Agent of any amounts due or to become due thereunder.

Upon request by the Administrative Agent during the existence of a Default, each Debtor will forthwith, upon receipt, transmit and deliver to the Administrative Agent, in the form received, all cash, checks, drafts and other instruments or writings for the payment of money (properly endorsed, where required, so that such items may be collected by the Administrative Agent) which may be received by such Debtor at any time in full or partial payment or otherwise as proceeds of any of the Collateral. Except as the Administrative Agent may otherwise consent in writing, any such items which may be so received by any Debtor during the existence of a Default will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for the Administrative Agent until delivery is made to the Administrative Agent. Each Debtor will comply with the terms and conditions of any consent given by the Administrative Agent pursuant to the foregoing sentence.

Upon request by the Administrative Agent during the existence of a Default, all items or amounts which are delivered by any Debtor to the Administrative Agent on account of partial or full payment or otherwise as proceeds of any of the Collateral shall be deposited to the credit of a deposit account (each an "Assignee Deposit Account") as to which the Administrative Agent and the depositary bank have entered into an agreement in form acceptable to the Administrative Agent that the depositary bank will comply with instructions originated by Administrative Agent directing disposition of the funds in the account without further consent by such Debtor, as security for payment of the Liabilities. During the existence of a Default, no Debtor shall have any right to withdraw any funds deposited in the applicable Assignee Deposit Account. The Administrative Agent may, from time to time, in its discretion, and shall upon request of the applicable Debtor made not more than once in any week, apply all or any of the then balance, representing collected funds, in the Assignee Deposit Account, toward payment of the Liabilities, whether or not then due, in accordance with the terms of the Credit Agreement, and the Administrative Agent may, from time to time, in its discretion, release all or any of such balance to the applicable Debtor.

During the existence of a Default, the Administrative Agent is authorized to endorse, in the name of the applicable Debtor, any item, howsoever received by the Administrative Agent, representing any payment on or other proceeds of any of the Collateral.

SECTION 6. Certificates, Schedules and Reports. Each Debtor will from time to time deliver to the Administrative Agent such schedules, certificates and reports respecting all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by such Debtor in full or partial payment of any of the Collateral, as the Administrative Agent may reasonably request. Any such schedule, certificate or report shall be executed by a duly authorized officer of such Debtor and shall be in such form and detail as the Administrative Agent may specify. Each Debtor shall immediately notify the Administrative Agent of the occurrence of any event causing any loss or depreciation in the

value of its Inventory or other Goods which is material to the Company and its Subsidiaries taken as a whole, and such notice shall specify the amount of such loss or depreciation.

SECTION 7. Attorney-in-Fact. Each Debtor hereby irrevocably appoints the Administrative Agent as such Debtor's attorney-in-fact (which appointment as attorney-in-fact is coupled with an interest), with full authority in the place and stead of such Debtor and in the name of such Debtor, effective from and while a Default has occurred and is continuing in such Person's discretion to take any action and to execute any instrument which such Person may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including to ask, demand, collect, sue for, recover and receive moneys due and to become due under or in connection with the Collateral, to receive, indorse and collect any drafts or other instruments, documents and chattel paper in connection therewith and to file any claims or take any action or institute any proceedings which the Administrative Agent may reasonably deem necessary or desirable for the collection thereof or to enforce compliance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the Administrative Agent shall not be obligated to exercise any right or duty as attorney-in-fact, and shall not have any duty to such Debtor in connection therewith.

SECTION 8. Duties. The powers conferred on the Administrative Agent hereunder shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall not have any duty as to any Collateral or as to the taking of any necessary steps to preserve any rights pertaining to any Collateral.

SECTION 9. Rights and Remedies.

(a) If any Default shall have occurred, then, in addition to any other rights and remedies provided for herein or which may otherwise be available under applicable law, the Administrative Agent may (and, upon the direction of the Required Lenders shall), without any further demand, advertisement or notice (except as expressly provided for below in this Section 9(a) or as required by applicable law), exercise all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral), and in addition: (i) may apply the moneys, if any, then held by it as part of the Collateral for the purposes and in the order provided in Section 9(e) and (ii) if there shall be no such moneys or the moneys so applied shall be insufficient to satisfy in full all Liabilities, may sell or otherwise dispose of the Collateral, or any part thereof, as hereinafter provided. The Collateral may be sold in one or more sales, at public or private sale, conducted by any officer or agent of, or auctioneer or attorney for, the Administrative Agent, at the Administrative Agent's place of business or elsewhere, for cash, upon credit or for other property, for immediate or future delivery, on such terms as the Administrative Agent shall deem appropriate and at such price or prices as the Administrative Agent shall deem best. The Administrative Agent and any other Secured Party may be the purchaser of any or all of the Collateral so sold at a public sale, and the obligations of the applicable Debtor to any such purchaser may be applied as a credit against the purchase price. Upon any such sale, the Administrative Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser (including the Administrative Agent and any other Secured Party) at any such sale shall hold the Collateral so sold absolutely free from any claim or right of the Debtors of whatsoever kind, including any

equity or right of redemption, and each Debtor hereby specifically waives, to the full extent it may lawfully do so, all rights of redemption, stay or appraisal now existing or hereafter adopted. The Administrative Agent shall give notice of any such public or private sale. Such notice, in case of public sale, shall state the time and place fixed for such sale. Any such public sale shall be held at such time or times within ordinary business hours as the Administrative Agent shall fix in the notice of such sale. At any such sale, the Collateral may be sold in one lot as an entirety or in separate parcels. The Administrative Agent shall not be obligated to make any sale pursuant to any such notice. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for such sale, and any such sale may be made at any time or place to which the same may be so adjourned without further notice or publication. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the full selling price is paid by the purchaser thereof, but the Administrative Agent shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold, and, in case of any such failure, such Collateral may again be sold pursuant to the provisions hereof.

(b) Each Debtor agrees, in case of the existence and continuance of a Default, (i) to assemble, at its expense, all its Inventory and other Goods (other than Fixtures) at a convenient place or places acceptable to the Administrative Agent, and (ii) at the Administrative Agent's request, to execute all such documents and do all such other things which may be necessary or desirable in order to enable the Administrative Agent or its nominee to be registered as owner of the Intellectual Property with any competent registration authority.

(c) Notice of the intended disposition of the Collateral may be given by first class mail, hand delivery (through a delivery service or otherwise), facsimile or E mail, and shall be deemed to have been "sent" upon deposit in the U.S. Mails with adequate postage properly affixed, upon delivery to an express delivery service or upon the electronic submission through telephonic or Internet services, as applicable. Each Debtor hereby agrees and acknowledges that (i) with respect to Collateral that is: (A) perishable or threatens to decline speedily in value, or (B) is of a type customarily sold on a recognized market (including but not limited to, Investment Property), no notice of disposition need be given; and (ii) with respect to Collateral not described in clause (i) of this Section 9(c), notification sent after default and ten days before any proposed disposition provides notice within a reasonable time before disposition.

(d) Each Debtor hereby agrees and acknowledges that a commercially reasonable disposition of Inventory, Equipment, Computer Hardware and Software, or Intellectual Property may be by lease or license of, in addition to the sale of, such Collateral. Each Debtor further agrees and acknowledges that and that a disposition: (i) made in the usual manner on any recognized market, or (ii) a disposition at the price current in any recognized market at the time of disposition, or (iii) a disposition in conformity with reasonable commercial practices among dealers in the type of property subject to the disposition; shall be deemed commercially reasonable.

(e) Any cash proceeds of any disposition by the Administrative Agent of any of the Collateral shall be applied by the Administrative Agent to payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and thereafter to the

payment of any and all of the Liabilities in accordance with the terms of the Credit Agreement, and thereafter any surplus will be paid to the Debtor. Administrative Agent need not apply or pay over for application noncash proceeds of collection and enforcement unless: (i) the failure to do so would be commercially unreasonable and (ii) the affected Debtor has provided Administrative Agent with a written demand to apply or pay over such noncash proceeds on such basis.

(f) If any Default shall have occurred and be continuing, instead of exercising the power of sale provided in Section 9(a), the Administrative Agent may (and, upon the direction of the Required Lenders, shall) proceed by a suit or suits at law or in equity to foreclose the pledge and security interest under this Agreement and sell the Collateral or any portion thereof under a judgment or decree of a court or courts of competent jurisdiction.

(g) If any Default shall have occurred and be continuing, the Administrative Agent, as attorney-in-fact pursuant to Section 7, may, in the name and stead of each Debtor, make and execute all conveyances, assignments and transfers of the Collateral sold pursuant to Section 9(a) or 9(d), and each Debtor hereby ratifies and confirms all that the Administrative Agent, as said attorney-in-fact, shall do by virtue hereof. Nevertheless, each Debtor shall, if so requested by the Administrative Agent, ratify and confirm any sale or sales by executing and delivering to the Administrative Agent, or to such purchaser or purchasers, all such instruments as may, in the judgment of the Administrative Agent, be advisable for the purpose.

(h) The receipt of the Administrative Agent for the purchase money paid at any sale made by it pursuant to Section 9(a) or 9(b) shall be a sufficient discharge to any purchaser for the purchase price of the Collateral, or any portion thereof, sold as aforesaid; and no such purchaser (or the representatives or assigns of such purchaser), after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money, or any part thereof, or in any manner whatsoever be answerable for any loss, misapplication or nonapplication of any such purchase money, or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of such sale.

(i) The Administrative Agent shall not incur any liability as a result of the manner of sale of the Collateral, or any part thereof, at any private sale conducted in a commercially reasonable manner. Each Debtor hereby waives, to the full extent permitted by applicable law, any claims against the Administrative Agent or the Secured Parties arising by reason of the fact that the price at which the Collateral, or any part thereof, may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Liabilities, even if the Administrative Agent accepts the first offer received, which the Administrative Agent in good faith deems to be commercially reasonable under the circumstances and does not offer the Collateral to more than one offeree. To the extent permitted by law, each Debtor shall have the burden of proving that any such sale of the Collateral was conducted in a commercially unreasonable manner.

(j) Each and every right and remedy of the Administrative Agent shall, to the extent permitted by law, be cumulative and shall be in addition to any other remedy given hereunder or under the Credit Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 10. Indemnity and Expenses. (a) Each Debtor agrees to indemnify the Administrative Agent and each of the other Secured Parties from and against any and all out of pocket losses, claims, damages, liabilities and related costs and expenses, including reasonable counsel fees, disbursements and other charges growing out of or resulting from (i) this Agreement (**INCLUDING ENFORCEMENT OF THIS AGREEMENT AND ANY CLAIMS, LOSSES AND LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE PERSON CLAIMING INDEMNITY UNDER THIS SECTION 10(a)**), but excluding any such losses, claims, damages, liabilities or related expenses resulting from the gross negligence or willful misconduct of such Secured Party or its directors, officers, employees, trustees, advisors or agents) or (ii) any refund or adjustment (other than any refund or adjustment ordered or required as a result of the gross negligence or willful misconduct of any Secured Party or its directors, officers, employees, trustees, advisors or agents) of any amount paid or payable to the Administrative Agent under or in respect of any of the Collateral, or any interest thereon, which may be ordered or otherwise required by any Person.

(b) Each Debtor shall, upon demand, pay to the Administrative Agent the amount of any and all reasonable expenses (together with interest thereon at a rate per annum equal to the Default Rate), including the reasonable fees and expenses of counsel and of any experts and agents, which the Administrative Agent may incur following the occurrence and during the continuance of a Default in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent hereunder or (iv) the failure by any Debtor to perform or observe any of the provisions hereof.

SECTION 11. Amendments; etc. No amendment, modification or waiver of any provision of this Agreement nor consent to any departure by any Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by the such Debtor, the Administrative Agent and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Agreement may also be amended by the addition of Debtors pursuant to a Joinder.

SECTION 12. Addresses for Notices. All notices and other communications provided for hereunder shall be given in the form and manner, shall be addressed, and shall become effective as specified in Section 5.4 of the Guarantee.

SECTION 13. Continuing Assignment and Security Interest. (a) This Agreement shall create a continuing assignment of and security interest in the Collateral and shall (i) remain in full force and effect until termination of all of the Commitments and payment in full of the Liabilities (except for contingent indemnification obligations), (ii) be binding upon each Debtor, its successors and assigns and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the equal and ratable benefit of the Secured Parties and their respective successors and permitted assigns.

(b) On the Termination Date (as defined in Section 13(c)), the security interest granted hereby shall terminate, and all rights to the Collateral shall, subject to any other security interest applicable thereto, revert to the applicable Debtor. Upon any such termination, the Administrative Agent will, at the Debtor's expense, execute and deliver to the applicable Debtor

such documents as the Debtors shall reasonably request to evidence such termination. Upon the occurrence of any sale by any Debtor of any portion of the Collateral permitted by Section 7.06 of the Credit Agreement, the security interest granted hereby in such portion of the Collateral shall terminate, and the Administrative Agent will, at such Debtor's expense, execute and deliver to such Debtor such documents as such Debtor shall reasonably request to evidence such termination.

(c) As used in Section 13(b), the term "Termination Date" shall mean the first date hereafter on which all of the following shall have occurred:

(i) all of the Commitments shall have been terminated and the Operating Lender has no further obligation to issue Letters of Credit,

(ii) each Swap Agreement shall have been terminated and all Letters of Credit have expired or been cancelled, and

(iii) all of the Liabilities shall have been paid in full (except for contingent indemnification obligations).

SECTION 14. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION, THE EFFECT OF PERFECTION OR NONPERFECTION, OR THE PRIORITY OF THE SECURITY INTEREST GRANTED HEREUNDER MAY BE DETERMINED IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE OF A DIFFERENT JURISDICTION IN ACCORDANCE WITH NEW YORK LAW.

(b) SUBMISSION TO JURISDICTION. EACH DEBTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR

ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY DEBTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH DEBTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 15. Headings. Headings used in this Agreement are for convenience of reference only and do not constitute part of this Agreement for any purpose.

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, have caused this Agreement to be duly executed and delivered as of the date first above written.

Cover-All U.S. Holding Corp., a Delaware corporation

By:_____
Name: Franklin H. Foster
Title: Vice President

Summit Structures, LLC, a Pennsylvania limited liability company

By:_____
Name: Franklin H. Foster
Title: Secretary

Quick Structures, LLC, a Pennsylvania limited liability company

By:_____
Name: Franklin H. Foster
Title: Secretary

Cover-All Holdings U.S., LLC, a Pennsylvania limited liability company

By:_____
Name: Franklin H. Foster
Title: Secretary

Summit Structures U.S., LLC, a Pennsylvania limited liability company

By:_____
Name: Franklin H. Foster
Title: Secretary

Cover-All Building Systems of New York, Inc., a New York corporation

By:_____
Name: Franklin H. Foster
Title: Secretary

Summit Project Management, LLC, a Pennsylvania limited liability company

By:_____
Name: Franklin H. Foster
Title: Secretary

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent

By: _____
Robert Stevens, Authorized Signatory

By: _____
Michael D. Scott, Authorized Signatory

SCHEDULE 1
to
ASSIGNMENT AND SECURITY AGREEMENT

Legal Name of Debtor	Jurisdiction of Formation and type of Organization	Organization Number	Location of Principal Place of Business	Location of Chief Executive Office	Trade Names and Prior Names
Cover-All U.S. Holding Corp.	a Delaware corporation	4434585	101 Huntington Ave., Boston, MA 02199	101 Huntington Ave., Boston, MA 02199	N/A
Summit Structures, LLC	a Pennsylvania limited liability company	3065169	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	Originally incorporated in Delaware under same name
Quick Structures, LLC	a Pennsylvania limited liability company	3215308	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	N/A
Cover-All Holdings U.S., LLC	a Pennsylvania limited liability company	3695526	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	N/A
Summit Structures U.S., LLC	a Pennsylvania limited liability company	3223174	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	N/A
Cover-All Building Systems of New York, Inc.	a New York corporation	NY does not provide IDs	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	Cover-All Shelter Systems of New York, Inc.
Summit Project Management, LLC	a Pennsylvania limited liability company	3215307	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	N/A

SCHEDULE 2
to
ASSIGNMENT AND SECURITY AGREEMENT

ADDRESSES OF ALL LOCATIONS AT WHICH GOODS ARE KEPT

946 North Van Buren St., Allentown, PA 18109

EXHIBIT A

FORM OF ASSIGNMENT AND SECURITY AGREEMENT JOINDER

This ASSIGNMENT AND SECURITY AGREEMENT JOINDER dated as of _____, _____ (the or this "Joinder") is entered into [on a joint and several basis] by [each of] the undersigned _____, a [type of entity] [and _____, a [type of entity] ([which parties are hereinafter referred to individually as] a "Debtor". Terms not otherwise defined herein shall have the meaning set forth in the Security Agreement hereinafter referred to.

RECITALS

A. Reference is made to the Assignment and Security Agreement dated as of October 23, 2007 (herein, as the same may be further amended or modified from time to time, the "Security Agreement") among the various parties thereto as Debtors and Canadian Imperial Bank of Commerce, as administrative agent for the Secured Parties (the "Administrative Agent").

B. The Administrative Agent and the Lenders have required as a condition to their obligations to make Loans under the Credit Agreement that the Debtor become a party to the Guarantee and the Security Agreement and grant a lien on its properties as security for the Liabilities thereunder.

NOW, THEREFORE, as required by the Credit Agreement and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, [each/the] Debtor does hereby covenant and agree, [jointly and severally,] as follows:

The Debtor desires to amend the definition of Debtor (as the same may have been heretofore amended) set forth in the Security Agreement attached hereto so that at all times from and after the date hereof, the Debtor shall be liable as set forth in the Security Agreement for the obligations of a Debtor under the Security Agreement to the extent and in the manner set forth therein. The Debtor hereby pledges, assigns, transfers and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and continuing security interest in all of such Debtor's right, title and interest, whether now owned or held or hereafter acquired into and under the property described on Exhibit A to this Joinder to secure its obligations under the Guarantee and the other Liabilities (as defined in the Security Agreement).

The undersigned is the duly elected _____ of the Debtor[s] and is duly authorized to execute and deliver this Joinder for the benefit of the Secured Parties. The execution by the undersigned of this Joinder shall evidence its consent to and acknowledgment and approval of the terms set forth herein and in the Security Agreement. By its execution hereof, the Debtor[s] shall be deemed to have made the representations and warranties set forth in Section 3 of the Security Agreement as of the date of this Joinder and Schedules 1, 2 and 3 attached hereto contain the information required by said Section 3.

(xv) to the extent not included in the foregoing, all books, records, writings, data bases, information in whatever form and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to any of the foregoing;

(xvi) all Proceeds, products, offspring, rents, issues, profits and, distributions on, rights arising out of, returns of and from, and any and all claims and/or insurance payments arising out of the loss, nonconformity, or interference with the use of, defects or infringements of rights in, or damage to, any of the foregoing; and

(xvii) to the extent not included in the foregoing, other personal property of any kind or description.

Notwithstanding the foregoing, the security interest granted herein shall not attach to, and the term Collateral shall not include, (i) any United States intent-to-use trademark or service mark application to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable federal law, and (ii) any lease, license, contract, property rights or agreement to which any Debtors is a party or any of its rights or interests thereunder, or any assets governed thereby, if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of any Debtor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above.

SCHEDULE 1
to
ASSIGNMENT AND SECURITY AGREEMENT

CORPORATE INFORMATION

Legal Name of Debtor	Jurisdiction of Formation and type of Organization	Organization Number	Location of Principal Place of Business	Location of Chief Executive Office	Trade Names and Prior Names

SCHEDULE 2
to
ASSIGNMENT AND SECURITY AGREEMENT

ADDRESSES OF ALL LOCATIONS AT WHICH GOODS ARE KEPT

SCHEDULE 3
to
ASSIGNMENT AND SECURITY AGREEMENT

LIST OF INTELLECTUAL PROPERTY

EXECUTION VERSION

SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT

This SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT, dated as of October 23, 2007 (this "Agreement"), between each person listed on the signature pages hereof, each other person or entity which from time to time becomes a party hereto by executing and delivering a Joinder (as defined below) (collectively, including the Borrower, the "Debtors" and individually each a "Debtor") and CANADIAN IMPERIAL BANK OF COMMERCE ("CIBC"), in its capacity as administrative agent (as defined below) for the benefit of the Secured Parties (as defined below).

RECITALS:

1. 1353537 Alberta Ltd., a corporation incorporated in the province of Alberta (the "Borrower") is a party to a credit agreement, dated as of October 23, 2007 (as amended, modified, restated or supplemented from time to time, the "Subordinated Credit Agreement"), with certain financial institutions, as lenders (collectively, the "Lenders") and CIBC, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

2. Each of the Debtors has executed and delivered a Subordinated Guarantee dated as of the date hereof (as amended, modified, restated or supplemented from time to time, the "Subordinated Guarantee"), of the obligations of the Borrower in respect of the Loan Documents and the obligations of each Debtor under the Subordinated Guarantee are to be secured pursuant to this Agreement.

3. The execution and delivery of this Agreement is a condition precedent set forth in the Subordinated Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. When used herein (a) the terms Account, Account Debtor, Certificated Security, Chattel Paper, Commercial Tort Claim, Commodity Account, Commodity Contract, Deposit Account, Document, Equipment, Fixture, General Intangibles, Goods, Instrument, Inventory, Investment Property, Proceeds, Security, Securities Account, Security Entitlement, and Uncertificated Security have the meaning ascribed under Article 8 or Article 9, as applicable of the Uniform Commercial Code as the same shall be hereafter amended; (b) capitalized terms used but not defined have the meanings assigned to such terms in the Subordinated Credit Agreement and (c) the following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

Administrative Agent - see the recitals.

Agreement - see the introductory paragraph.

Borrower - see the recitals.

Computer Hardware and Software means, with respect to any Debtor, (i) all computer and other electronic data processing hardware, whether now or hereafter owned, licensed or leased by such Debtor, including, without limitation, all integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware; (ii) to the extent assignable, all software programs, whether now or hereafter owned, licensed or leased by such Debtor, designed for use on the computers and electronic data processing hardware described in clause (i) above, including, without limitation, all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) all firmware associated therewith, whether now or hereafter owned, licensed or leased by such Debtor; and (iv) to the extent assignable, all documentation for such hardware, software and firmware described in the preceding clauses (i), (ii) and (iii), whether now or hereafter owned, licensed or leased by such Debtor, including, without limitation, flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Debtor - see the introductory paragraph.

Intellectual Property means all past, present and future: trade secrets and other proprietary information; trademarks, service marks, business names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including, without limitation, copyrights for computer programs) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world; unpatented inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing set forth in this definition; the right to sue for all past, present and future infringements of any of the foregoing set forth in this definition; and all common law and other rights throughout the world in and to all of the foregoing set forth in this definition.

Joinder means a Subordinated Assignment and Security Agreement Joinder substantially in the form of Exhibit A hereto.

Liabilities means with respect to any Debtor all obligations of such Debtor to the Administrative Agent or any other Secured Party (including monetary obligations accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, which arise out of or in connection with the Subordinated Guarantee or any other Loan Document to which such Debtor is a party.

Non-Tangible Collateral means, with respect to any Debtor, collectively, such Debtor's Accounts and General Intangibles.

Secured Parties means (a) Lenders and the Administrative Agent, (b) the beneficiaries of each indemnification obligation undertaken by the Borrower or any Debtor under any Loan Document and (d) the successors and assigns of each of the foregoing.

Subordinated Credit Agreement – see the recitals.

Subordinated Guarantee - see the recitals.

Uniform Commercial Code or UCC means the Uniform Commercial Code as in effect in the State of New York on the date of this Agreement, as the same may be amended from time to time.

SECTION 2. Assignment and Grant of Security Interest.

(a) As security for the due and punctual payment and performance of all of the Liabilities now existing or hereafter arising, each Debtor hereby pledges, transfers and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and continuing security interest in, all of such Debtor's right, title and interest, whether now owned or held or hereafter acquired, in, to and under the following wheresoever the same may now or hereafter be located (the "Collateral"):

(i) Accounts;

(ii) Chattel Paper;

(iii) Commercial Tort Claims;

(iv) Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;

(v) Deposit Accounts;

(vi) Documents;

(vii) General Intangibles;

(viii) Goods (including, without limitation, all its Equipment, Fixtures and Inventory), together with all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;

(ix) Instruments;

(x) Intellectual Property;

(xi) Investment Property;

(xii) Letter-of-Credit Rights and letters of credit (as such term is defined in Article 5 of the Uniform Commercial Code);

(xiii) money (as such term is defined in Article 1 of the Uniform Commercial Code) of every jurisdiction whatsoever;

(xiv) to the extent not included in the foregoing, maps, surveys and similar items used or useful in such Debtor's business;

(xv) to the extent not included in the foregoing, all books, records, writings, data bases, information in whatever form and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to any of the foregoing;

(xvi) all Proceeds, products, offspring, rents, issues, profits and, distributions on, rights arising out of, returns of and from, and any and all claims and/or insurance payments arising out of the loss, nonconformity, or interference with the use of, defects or infringements of rights in, or damage to, any of the foregoing; and

(xvii) to the extent not included in the foregoing, other personal property of any kind or description.

Notwithstanding the foregoing, the security interest granted herein shall not attach to, and the term Collateral shall not include, (i) any United States intent-to-use trademark or service mark application to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable federal law, and (ii) any lease, license, contract, property rights or agreement to which any Debtors is a party or any of its rights or interests thereunder, or any assets governed thereby, if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of any Debtor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above.

SECTION 3. Representations and Warranties. Each Debtor warrants that: (i) no financing statement (other than any which may have been filed on behalf of the Administrative Agent or in connection with Permitted Liens) covering any of the Collateral is on file in any public office that will not be released in connection with the financing contemplated by the Subordinated Credit Agreement; (ii) such Debtor is and will be the lawful owner of all Collateral, free of all liens and claims whatsoever, other than Permitted Liens, with full power and authority to execute this Agreement and perform such Debtor's obligations hereunder, and to subject the Collateral to the security interest hereunder; (iii) all information with respect to

Collateral and Account Debtors set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by such Debtor to the Administrative Agent or any Lender will be true and correct in all material respects as of the date furnished; (iv) such Debtor's true legal name as registered in the jurisdiction in which such Debtor is organized or incorporated, state of incorporation or organization, organizational identification number as designed by the state of its incorporation or organization, chief executive office, and principal place of business are as set forth on Schedule 1 hereto and such Debtor has not maintained its chief executive office and principal place of business at any other locations (except such locations immediately prior to date of this Agreement as are set forth on Schedule 1); (v) each other location where such Debtor maintains a place of business or locates Goods is set forth on Schedule 2 hereto; (vi) except as disclosed on Schedule 1, such Debtor is not now known and during the five years preceding the date hereof has not previously been known by any trade name; (vii) except as disclosed on Schedule 1, during the five years preceding the date hereof such Debtor has not been known by any legal name different from the one set forth on the signature page of this Agreement nor has such Debtor been the subject of any merger or other corporate reorganization; (viii) Schedule 3 hereto contains a complete listing of all of such Debtor's Intellectual Property which has been registered under any registration statute; (ix) such Debtor is a duly organized, validly existing and in good standing under the laws of the state of its organization; (x) the execution and delivery of this Agreement and the performance by such Debtor of its obligations hereunder are within such Debtor's corporate powers, have been duly authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the Organizational Documents of such Debtor or of any material agreement, indenture, instrument or other document, or any material judgment, order or decree, which is binding upon such Debtor; (xi) this Agreement is a legal, valid and binding obligation of such Debtor, enforceable in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); and (xii) such Debtor is in compliance with the requirements of all applicable laws (including, without limitation, the provisions of the Fair Labor Standards Act), rules, regulations and orders of every governmental authority, the non-compliance with which would materially adversely affect the business, properties, assets, operations or condition (financial or otherwise) of the Borrower and the Subsidiaries taken as a whole or the value of the Collateral or the worth of the Collateral as collateral security.

SECTION 4. Agreements of Debtors. Each Debtor (a) will, upon request of the Administrative Agent, execute and cause to be filed such financing statements and other documents (and pay the cost of filing or recording the same in all public offices reasonably deemed appropriate by the Administrative Agent) and do such other acts and things (including, without limitation, delivery to the Administrative Agent of any Instruments or Certificated Securities which constitute Collateral), all as the Administrative Agent may from time to time reasonably request, to establish and maintain a valid perfected security interest in the Collateral (free of all other liens, claims and rights of third parties whatsoever, other than Permitted Liens) to secure the payment of the Liabilities; (b) hereby authorizes the Administrative Agent to file financing statements describing the collateral as "all property" or words of similar import, and to file other documents without its signature (to the extent allowed by applicable law); (c) will keep

all its Inventory, Equipment and all other Goods at, and will not maintain any place of business or locate any Goods at any location other than its address(es) shown on Schedules 1 and 2 hereto or at such other addresses of which such Debtor shall have given the Administrative Agent not less than 10 days' prior written notice; (d) shall not change its state of organization or incorporation or its name, identity, organizational structure or chief executive office or principal place of business such that any financing statement filed to perfect the Administrative Agent's interests under this Agreement would become seriously misleading, unless the Debtor shall have given the Administrative Agent not less than 5 days' prior notice of such change (provided that this Section 3(d) shall not be deemed authorize any change or transaction prohibited under the Subordinated Credit Agreement); (e) will keep its records concerning the Non-Tangible Collateral in such a manner as will enable the Administrative Agent or its designees to determine at any time the status of the Non-Tangible Collateral; (f) will furnish the Administrative Agent such information concerning such Debtor, the Collateral and the Account Debtors as the Administrative Agent may from time to time reasonably request; (g) will permit the Administrative Agent and its designees, from time to time, on reasonable notice and at reasonable times and intervals during normal business hours (or at any time without notice during the existence of a Default) to inspect such Debtor's Inventory and other Goods, and to inspect, audit and make copies of and extracts from all records and all other papers in the possession of such Debtor pertaining to the Collateral and the Account Debtors, and will, upon request of the Administrative Agent during the existence of a Default, deliver to the Administrative Agent all of such records and papers; (h) will, upon request of the Administrative Agent, stamp on its records concerning the Collateral and add on all Chattel Paper constituting a portion of the Collateral, a notation, in form satisfactory to the Administrative Agent, of the security interest of the Administrative Agent hereunder; (i) except as permitted by the Subordinated Credit Agreement, will not sell, lease, assign or create or permit to exist any Lien on any Collateral other than Permitted Liens; (j) will at all times keep all its Inventory and other Goods insured under policies maintained with reputable, financially sound insurance companies against loss, damage, theft and other risks to such extent as is customarily maintained by companies similarly situated, and cause all such policies to provide that loss thereunder shall be payable to the Administrative Agent as its interest may appear (it being understood that (A) so long as no Default shall be existing, the Administrative Agent shall deliver any proceeds of such insurance which may be received by it to such Debtor in accordance with the terms of the Subordinated Credit Agreement and (B) whenever an Event of Default shall be existing, the Administrative Agent may apply any proceeds of such insurance which may be received by it toward payment of the Liabilities, whether or not due, in accordance with the terms of the Subordinated Credit Agreement) and such policies or certificates thereof shall, if the Administrative Agent so requests, be deposited with or furnish to the Administrative Agent ; (k) will take such actions as are reasonably necessary to keep its Inventory in good repair and condition, ordinary wear and tear excepted; (l) will take such actions as are reasonably necessary to keep its Equipment (other than obsolete Equipment) in good repair and condition and in good working or running order, ordinary wear and tear excepted; (m) will promptly pay when due all license fees, registration fees, taxes, assessments and other charges which may be levied upon or assessed against the ownership, operation, possession, maintenance or use of its Equipment and other Goods (as applicable); provided, however, that such Debtor shall not be required to pay any such fee, tax, assessment or other charge if the validity thereof is being contested by such Debtor in good faith by appropriate proceedings, so long as forfeiture of any substantial part of

its Equipment or other Goods will not result from the failure of such Debtor to pay any such fee, tax, assessment or other charge during the period of such contest; (n) will, upon the reasonable request of the Administrative Agent, (i) cause to be noted on the applicable certificate, in the event any of its Equipment is covered by a certificate of title, the security interest of the Administrative Agent in the Equipment covered thereby and (ii) deliver all such certificates to the Administrative Agent or its designees; (o) will take all steps reasonably necessary to protect, preserve and maintain all of its rights in the Collateral; (p) will keep all of the tangible Collateral, Deposit Accounts and Investment Property in the continental United States, provided, however, that if the Administrative Agent has a perfected security interest under the applicable law such Deposit Accounts and Investment Property may also be kept in Canada, United Kingdom or Germany, and (q) will reimburse the Administrative Agent for all expenses, including reasonable attorneys' fees and legal expenses, incurred by the Administrative Agent in seeking to collect or enforce any rights in respect of such Debtor's Collateral.

Any expenses incurred in protecting, preserving and maintaining any Collateral shall be borne by the applicable Debtor. The Administrative Agent shall not have any obligations or liabilities regarding the Collateral or any thereof by reason of, or arising out of, this Agreement.

SECTION 5. Collections, etc. Until such time during the existence of a Default as the Administrative Agent shall notify such Debtor of the revocation of such power and authority, each Debtor (a) may, in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by such Debtor for such purpose, use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by such Debtor for such purpose, and use, in the ordinary course of its business (but subject to the terms of the Subordinated Credit Agreement), the cash proceeds of Collateral and other money which constitutes Collateral, (b) will, at its own expense, endeavor to collect, as and when due, all amounts due under any of the Non-Tangible Collateral, including the taking of such action with respect to such collection as the Administrative Agent may reasonably request or, in the absence of such request, as such Debtor may deem advisable, and (c) may grant, in the ordinary course of business, to any party obligated on any of the Non-Tangible Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of Goods, the sale or lease of which shall have given rise to such Non-Tangible Collateral. The Administrative Agent, however, may, at any time that a Default exists, whether before or after any revocation of such power and authority or the maturity of any of the Liabilities, notify any parties obligated on any of the Non-Tangible Collateral to make payment to the Administrative Agent of any amounts due or to become due thereunder and enforce collection of any of the Non-Tangible Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Administrative Agent during the existence of a Default, each Debtor will, at its own expense, notify any parties obligated on any of the Non-Tangible Collateral to make payment to the Administrative Agent of any amounts due or to become due thereunder.

Upon request by the Administrative Agent during the existence of a Default, each Debtor will forthwith, upon receipt, transmit and deliver to the Administrative Agent, in the form received, all cash, checks, drafts and other instruments or writings for the payment of money

(properly endorsed, where required, so that such items may be collected by the Administrative Agent) which may be received by such Debtor at any time in full or partial payment or otherwise as proceeds of any of the Collateral. Except as the Administrative Agent may otherwise consent in writing, any such items which may be so received by any Debtor during the existence of a Default will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for the Administrative Agent until delivery is made to the Administrative Agent. Each Debtor will comply with the terms and conditions of any consent given by the Administrative Agent pursuant to the foregoing sentence.

Upon request by the Administrative Agent during the existence of a Default, all items or amounts which are delivered by any Debtor to the Administrative Agent on account of partial or full payment or otherwise as proceeds of any of the Collateral shall be deposited to the credit of a deposit account (each an "Assignee Deposit Account") as to which the Administrative Agent and the depositary bank have entered into an agreement in form acceptable to the Administrative Agent that the depositary bank will comply with instructions originated by Administrative Agent directing disposition of the funds in the account without further consent by such Debtor, as security for payment of the Liabilities. During the existence of a Default, no Debtor shall have any right to withdraw any funds deposited in the applicable Assignee Deposit Account. The Administrative Agent may, from time to time, in its discretion, and shall upon request of the applicable Debtor made not more than once in any week, apply all or any of the then balance, representing collected funds, in the Assignee Deposit Account, toward payment of the Liabilities, whether or not then due, in accordance with the terms of the Subordinated Credit Agreement, and the Administrative Agent may, from time to time, in its discretion, release all or any of such balance to the applicable Debtor.

During the existence of a Default, the Administrative Agent is authorized to endorse, in the name of the applicable Debtor, any item, howsoever received by the Administrative Agent, representing any payment on or other proceeds of any of the Collateral.

SECTION 6. Certificates, Schedules and Reports. Each Debtor will from time to time deliver to the Administrative Agent such schedules, certificates and reports respecting all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by such Debtor in full or partial payment of any of the Collateral, as the Administrative Agent may reasonably request. Any such schedule, certificate or report shall be executed by a duly authorized officer of such Debtor and shall be in such form and detail as the Administrative Agent may specify. Each Debtor shall immediately notify the Administrative Agent of the occurrence of any event causing any loss or depreciation in the value of its Inventory or other Goods which is material to the Company and its Subsidiaries taken as a whole, and such notice shall specify the amount of such loss or depreciation.

SECTION 7. Attorney-in-Fact. Each Debtor hereby irrevocably appoints the Administrative Agent as such Debtor's attorney-in-fact (which appointment as attorney-in-fact is coupled with an interest), with full authority in the place and stead of such Debtor and in the name of such Debtor, effective from and while a Default has occurred and is continuing in such Person's discretion to take any action and to execute any instrument which such Person may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including to ask, demand, collect, sue for, recover and receive moneys due and to become due under or in

connection with the Collateral, to receive, indorse and collect any drafts or other instruments, documents and chattel paper in connection therewith and to file any claims or take any action or institute any proceedings which the Administrative Agent may reasonably deem necessary or desirable for the collection thereof or to enforce compliance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the Administrative Agent shall not be obligated to exercise any right or duty as attorney-in-fact, and shall not have any duty to such Debtor in connection therewith.

SECTION 8. Duties. The powers conferred on the Administrative Agent hereunder shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall not have any duty as to any Collateral or as to the taking of any necessary steps to preserve any rights pertaining to any Collateral.

SECTION 9. Rights and Remedies.

(a) If any Default shall have occurred, then, in addition to any other rights and remedies provided for herein or which may otherwise be available under applicable law, the Administrative Agent may (and, upon the direction of the Required Lenders shall), without any further demand, advertisement or notice (except as expressly provided for below in this Section 9(a) or as required by applicable law), exercise all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral), and in addition: (i) may apply the moneys, if any, then held by it as part of the Collateral for the purposes and in the order provided in Section 9(e) and (ii) if there shall be no such moneys or the moneys so applied shall be insufficient to satisfy in full all Liabilities, may sell or otherwise dispose of the Collateral, or any part thereof, as hereinafter provided. The Collateral may be sold in one or more sales, at public or private sale, conducted by any officer or agent of, or auctioneer or attorney for, the Administrative Agent, at the Administrative Agent's place of business or elsewhere, for cash, upon credit or for other property, for immediate or future delivery, on such terms as the Administrative Agent shall deem appropriate and at such price or prices as the Administrative Agent shall deem best. The Administrative Agent and any other Secured Party may be the purchaser of any or all of the Collateral so sold at a public sale, and the obligations of the applicable Debtor to any such purchaser may be applied as a credit against the purchase price. Upon any such sale, the Administrative Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser (including the Administrative Agent and any other Secured Party) at any such sale shall hold the Collateral so sold absolutely free from any claim or right of the Debtors of whatsoever kind, including any equity or right of redemption, and each Debtor hereby specifically waives, to the full extent it may lawfully do so, all rights of redemption, stay or appraisal now existing or hereafter adopted. The Administrative Agent shall give notice of any such public or private sale. Such notice, in case of public sale, shall state the time and place fixed for such sale. Any such public sale shall be held at such time or times within ordinary business hours as the Administrative Agent shall fix in the notice of such sale. At any such sale, the Collateral may be sold in one lot as an entirety or in separate parcels. The Administrative Agent shall not be obligated to make any sale pursuant to any such notice. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for such sale, and any such sale may be made at any

time or place to which the same may be so adjourned without further notice or publication. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the full selling price is paid by the purchaser thereof, but the Administrative Agent shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold, and, in case of any such failure, such Collateral may again be sold pursuant to the provisions hereof.

(b) Each Debtor agrees, in case of the existence and continuance of a Default, (i) to assemble, at its expense, all its Inventory and other Goods (other than Fixtures) at a convenient place or places acceptable to the Administrative Agent, and (ii) at the Administrative Agent's request, to execute all such documents and do all such other things which may be necessary or desirable in order to enable the Administrative Agent or its nominee to be registered as owner of the Intellectual Property with any competent registration authority.

(c) Notice of the intended disposition of the Collateral may be given by first class mail, hand delivery (through a delivery service or otherwise), facsimile or E mail, and shall be deemed to have been "sent" upon deposit in the U.S. Mails with adequate postage properly affixed, upon delivery to an express delivery service or upon the electronic submission through telephonic or Internet services, as applicable. Each Debtor hereby agrees and acknowledges that (i) with respect to Collateral that is: (A) perishable or threatens to decline speedily in value, or (B) is of a type customarily sold on a recognized market (including but not limited to, Investment Property), no notice of disposition need be given; and (ii) with respect to Collateral not described in clause (i) of this Section 9(c), notification sent after default and ten days before any proposed disposition provides notice within a reasonable time before disposition.

(d) Each Debtor hereby agrees and acknowledges that a commercially reasonable disposition of Inventory, Equipment, Computer Hardware and Software, or Intellectual Property may be by lease or license of, in addition to the sale of, such Collateral. Each Debtor further agrees and acknowledges that and that a disposition: (i) made in the usual manner on any recognized market, or (ii) a disposition at the price current in any recognized market at the time of disposition, or (iii) a disposition in conformity with reasonable commercial practices among dealers in the type of property subject to the disposition; shall be deemed commercially reasonable.

(e) Any cash proceeds of any disposition by the Administrative Agent of any of the Collateral shall be applied by the Administrative Agent to payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and thereafter to the payment of any and all of the Liabilities in accordance with the terms of the Subordinated Credit Agreement, and thereafter any surplus will be paid to the Debtor. Administrative Agent need not apply or pay over for application noncash proceeds of collection and enforcement unless: (i) the failure to do so would be commercially unreasonable and (ii) the affected Debtor has provided Administrative Agent with a written demand to apply or pay over such noncash proceeds on such basis.

(f) If any Default shall have occurred and be continuing, instead of exercising the power of sale provided in Section 9(a), the Administrative Agent may (and, upon the direction of the Required Lenders, shall) proceed by a suit or suits at law or in equity to foreclose

the pledge and security interest under this Agreement and sell the Collateral or any portion thereof under a judgment or decree of a court or courts of competent jurisdiction.

(g) If any Default shall have occurred and be continuing, the Administrative Agent, as attorney-in-fact pursuant to Section 7, may, in the name and stead of each Debtor, make and execute all conveyances, assignments and transfers of the Collateral sold pursuant to Section 9(a) or 9(d), and each Debtor hereby ratifies and confirms all that the Administrative Agent, as said attorney-in-fact, shall do by virtue hereof. Nevertheless, each Debtor shall, if so requested by the Administrative Agent, ratify and confirm any sale or sales by executing and delivering to the Administrative Agent, or to such purchaser or purchasers, all such instruments as may, in the judgment of the Administrative Agent, be advisable for the purpose.

(h) The receipt of the Administrative Agent for the purchase money paid at any sale made by it pursuant to Section 9(a) or 9(b) shall be a sufficient discharge to any purchaser for the purchase price of the Collateral, or any portion thereof, sold as aforesaid; and no such purchaser (or the representatives or assigns of such purchaser), after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money, or any part thereof, or in any manner whatsoever be answerable for any loss, misapplication or nonapplication of any such purchase money, or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of such sale.

(i) The Administrative Agent shall not incur any liability as a result of the manner of sale of the Collateral, or any part thereof, at any private sale conducted in a commercially reasonable manner. Each Debtor hereby waives, to the full extent permitted by applicable law, any claims against the Administrative Agent or the Secured Parties arising by reason of the fact that the price at which the Collateral, or any part thereof, may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Liabilities, even if the Administrative Agent accepts the first offer received, which the Administrative Agent in good faith deems to be commercially reasonable under the circumstances and does not offer the Collateral to more than one offeree. To the extent permitted by law, each Debtor shall have the burden of proving that any such sale of the Collateral was conducted in a commercially unreasonable manner.

(j) Each and every right and remedy of the Administrative Agent shall, to the extent permitted by law, be cumulative and shall be in addition to any other remedy given hereunder or under the Subordinated Credit Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 10. Indemnity and Expenses. (a) Each Debtor agrees to indemnify the Administrative Agent and each of the other Secured Parties from and against any and all out of pocket losses, claims, damages, liabilities and related costs and expenses, including reasonable counsel fees, disbursements and other charges growing out of or resulting from (i) this Agreement (INCLUDING ENFORCEMENT OF THIS AGREEMENT AND ANY CLAIMS, LOSSES AND LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE PERSON CLAIMING INDEMNITY UNDER THIS SECTION 10(a)), but excluding any such losses, claims, damages, liabilities or related expenses resulting from the gross negligence or willful misconduct of such Secured Party or its directors, officers, employees, trustees, advisors or

agents) or (ii) any refund or adjustment (other than any refund or adjustment ordered or required as a result of the gross negligence or willful misconduct of any Secured Party or its directors, officers, employees, trustees, advisors or agents) of any amount paid or payable to the Administrative Agent under or in respect of any of the Collateral, or any interest thereon, which may be ordered or otherwise required by any Person.

(b) Each Debtor shall, upon demand, pay to the Administrative Agent the amount of any and all reasonable expenses (together with interest thereon at a rate per annum equal to the Default Rate), including the reasonable fees and expenses of counsel and of any experts and agents, which the Administrative Agent may incur following the occurrence and during the continuance of a Default in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent hereunder or (iv) the failure by any Debtor to perform or observe any of the provisions hereof.

SECTION 11. Amendments; etc. No amendment, modification or waiver of any provision of this Agreement nor consent to any departure by any Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by the such Debtor, the Administrative Agent and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Agreement may also be amended by the addition of Debtors pursuant to a Joinder.

SECTION 12. Addresses for Notices. All notices and other communications provided for hereunder shall be given in the form and manner, shall be addressed, and shall become effective as specified in Section 5.4 of the Subordinated Guarantee.

SECTION 13. Continuing Assignment and Security Interest. (a) This Agreement shall create a continuing assignment of and security interest in the Collateral and shall (i) remain in full force and effect until termination of all of the Commitments and payment in full of the Liabilities (except for contingent indemnification obligations), (ii) be binding upon each Debtor, its successors and assigns and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the equal and ratable benefit of the Secured Parties and their respective successors and permitted assigns.

(b) On the Termination Date (as defined in Section 13(c)), the security interest granted hereby shall terminate, and all rights to the Collateral shall, subject to any other security interest applicable thereto, revert to the applicable Debtor. Upon any such termination, the Administrative Agent will, at the Debtor's expense, execute and deliver to the applicable Debtor such documents as the Debtors shall reasonably request to evidence such termination. Upon the occurrence of any sale by any Debtor of any portion of the Collateral permitted by Section 6.06 of the Subordinated Credit Agreement, the security interest granted hereby in such portion of the Collateral shall terminate, and the Administrative Agent will, at such Debtor's expense, execute and deliver to such Debtor such documents as such Debtor shall reasonably request to evidence such termination.

(i) (c) As used in Section 13(b), the term "Termination Date" shall mean the first date hereafter on which all of the Liabilities shall have been paid in full (except for contingent indemnification obligations).

SECTION 14. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION, THE EFFECT OF PERFECTION OR NONPERFECTION, OR THE PRIORITY OF THE SECURITY INTEREST GRANTED HEREUNDER MAY BE DETERMINED IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE OF A DIFFERENT JURISDICTION IN ACCORDANCE WITH NEW YORK LAW.

(b) SUBMISSION TO JURISDICTION. EACH DEBTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY DEBTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH DEBTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 15. Headings. Headings used in this Agreement are for convenience of reference only and do not constitute part of this Agreement for any purpose.

SECTION 16. Intercreditor Agreement. Notwithstanding any provision of this Agreement to the contrary, the obligations and rights of the parties hereunder are subject to the terms of that certain Intercreditor Agreement dated as of October 23, 2007 among the Borrower, the administrative agent under the Senior Loans and the Administrative Agent under the Subordinated Credit Agreement, as the same may be amended, modified, restated or supplemented from time to time (the "Intercreditor Agreement"). Each Debtor hereto acknowledges that it has read the Intercreditor Agreement and agrees to be bound by the provisions thereof as if it were the Borrower.

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, have caused this Agreement to be duly executed and delivered as of the date first above written.

Cover-All U.S. Holding Corp., a Delaware corporation

By:_____
Name: Franklin H. Foster
Title: Vice President

Summit Structures, LLC, a Pennsylvania limited liability company

By:_____
Name: Franklin H. Foster
Title: Secretary

Quick Structures, LLC, a Pennsylvania limited liability company

By:_____
Name: Franklin H. Foster
Title: Secretary

Cover-All Holdings U.S., LLC, a Pennsylvania limited liability company

By:_____
Name: Franklin H. Foster
Title: Secretary

Summit Structures U.S., LLC, a Pennsylvania limited liability company

By:_____
Name: Franklin H. Foster
Title: Secretary

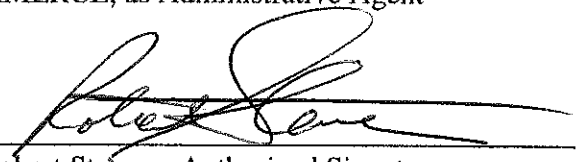
Cover-All Building Systems of New York, Inc., a New York corporation

By:_____
Name: Franklin H. Foster
Title: Secretary

Summit Project Management, LLC, a Pennsylvania limited liability company

By:_____
Name: Franklin H. Foster
Title: Secretary

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent

By: 

Robert Stevens, Authorized Signatory

By:

Michael D. Scott, Authorized Signatory

SCHEDULE 1
to
SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT

Legal Name of Debtor	Jurisdiction of Formation and type of Organization	Organization Number	Location of Principal Place of Business	Location of Chief Executive Office	Trade Names and Prior Names
Cover-All U.S. Holding Corp.	a Delaware corporation	4434585	101 Huntington Ave., Boston, MA 02199	101 Huntington Ave., Boston, MA 02199	N/A
Summit Structures, LLC	a Pennsylvania limited liability company	3065169	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	Originally incorporated in Delaware under same name
Quick Structures, LLC	a Pennsylvania limited liability company	3215308	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	N/A
Cover-All Holdings U.S., LLC	a Pennsylvania limited liability company	3695526	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	N/A
Summit Structures U.S., LLC	a Pennsylvania limited liability company	3223174	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	N/A
Cover-All Building Systems of New York, Inc.	a New York corporation	NY does not provide IDs	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	Cover-All Shelter Systems of New York, Inc.
Summit Project Management, LLC	a Pennsylvania limited liability company	3215307	946 North Van Buren St., Allentown, PA 18109	3815 Wanuskewin Road Saskatoon, Saskatchewan Canada, S7P 1A4	N/A

SCHEDULE 2
to
SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT

ADDRESSES OF ALL LOCATIONS AT WHICH GOODS ARE KEPT

946 North Van Buren St., Allentown, PA 18109

SCHEDULE 3
to
SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT

LIST OF INTELLECTUAL PROPERTY

None

EXHIBIT A

FORM OF SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT JOINDER

This SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT JOINDER dated as of _____, _____ (the or this "Joinder") is entered into [on a joint and several basis] by [each of] the undersigned _____, a [type of entity] [and _____, a [type of entity] ([which parties are hereinafter referred to individually as] a "Debtor". Terms not otherwise defined herein shall have the meaning set forth in the Security Agreement hereinafter referred to.

RECITALS

A. Reference is made to the Subordinated Assignment and Security Agreement dated as of October 23, 2007 (herein, as the same may be further amended or modified from time to time, the "Security Agreement") among the various parties thereto as Debtors and Canadian Imperial Bank of Commerce, as administrative agent for the Secured Parties (the "Administrative Agent").

B. The Administrative Agent and the Lenders have required as a condition to their obligations to make Loans under the Subordinated Credit Agreement that the Debtor become a party to the Subordinated Guarantee and the Security Agreement and grant a lien on its properties as security for the Liabilities thereunder.

NOW, THEREFORE, as required by the Subordinated Credit Agreement and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, [each/the] Debtor does hereby covenant and agree, [jointly and severally,] as follows:

The Debtor desires to amend the definition of Debtor (as the same may have been heretofore amended) set forth in the Security Agreement attached hereto so that at all times from and after the date hereof, the Debtor shall be liable as set forth in the Security Agreement for the obligations of a Debtor under the Security Agreement to the extent and in the manner set forth therein. The Debtor hereby pledges, assigns, transfers and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and continuing security interest in all of such Debtor's right, title and interest, whether now owned or held or hereafter acquired into and under the property described on Exhibit A to this Joinder to secure its obligations under the Subordinated Guarantee and the other Liabilities (as defined in the Security Agreement).

The undersigned is the duly elected _____ of the Debtor[s] and is duly authorized to execute and deliver this Joinder for the benefit of the Secured Parties. The execution by the undersigned of this Joinder shall evidence its consent to and acknowledgment and approval of the terms set forth herein and in the Security Agreement. By its execution hereof, the Debtor[s] shall be deemed to have made the representations and warranties set forth in Section 3 of the Security Agreement as of the date of this Joinder and Schedules 1, 2 and 3 attached hereto contain the information required by said Section 3.

Upon execution of this Joinder, the Security Agreement shall be deemed to be amended as set forth above. Except as amended herein, the terms and provisions of the Security Agreement are hereby ratified, confirmed and approved in all respects.

Any and all notices, requests, certificates and other instruments may refer to the Security Agreement without making specific reference to this Joinder, but nevertheless all such references shall be deemed to include this Joinder unless the context shall otherwise require.

[Name of Debtor]
By:_____
Title: _____

ANNEX A
TO
SUBORDINATED ASSIGNMENT AND GRANT OF SECURITY INTEREST JOINDER

As security for the due and punctual payment and performance of all of the Liabilities now existing or hereafter arising, the Debtor hereby pledges, transfers and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and continuing security interest in, all of such Debtor's right, title and interest, whether now owned or held or hereafter acquired, in, to and under the following wheresoever the same may now or hereafter be located:

(i) Accounts;

(ii) Chattel Paper;

(iii) Commercial Tort Claims;

(iv) Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;

(v) Deposit Accounts;

(vi) Documents;

(vii) General Intangibles;

(viii) Goods (including, without limitation, all its Equipment, Fixtures and Inventory), together with all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;

(ix) Instruments;

(x) Intellectual Property;

(xi) Investment Property;

(xii) Letter-of-Credit Rights and letters of credit (as such term is defined in Article 5 of the Uniform Commercial Code);

(xiii) money (as such term is defined in Article 1 of the Uniform Commercial Code) of every jurisdiction whatsoever;

(xiv) to the extent not included in the foregoing, maps, surveys and similar items used or useful in such Debtor's business;

(xv) to the extent not included in the foregoing, all books, records, writings, data bases, information in whatever form and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to any of the foregoing;

(xvi) all Proceeds, products, offspring, rents, issues, profits and, distributions on, rights arising out of, returns of and from, and any and all claims and/or insurance payments arising out of the loss, nonconformity, or interference with the use of, defects or infringements of rights in, or damage to, any of the foregoing; and

(xvii) to the extent not included in the foregoing, other personal property of any kind or description.

Notwithstanding the foregoing, the security interest granted herein shall not attach to, and the term Collateral shall not include, (i) any United States intent-to-use trademark or service mark application to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable federal law, and (ii) any lease, license, contract, property rights or agreement to which any Debtors is a party or any of its rights or interests thereunder, or any assets governed thereby, if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of any Debtor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above.

SCHEDULE 1
to
SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT

CORPORATE INFORMATION

Legal Name of Debtor	Jurisdiction of Formation and type of Organization	Organization Number	Location of Principal Place of Business	Location of Chief Executive Office	Trade Names and Prior Names

SCHEDULE 2
to
SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT

ADDRESSES OF ALL LOCATIONS AT WHICH GOODS ARE KEPT

SCHEDULE 3
to
SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT

LIST OF INTELLECTUAL PROPERTY

ASSIGNMENT AND SECURITY AGREEMENT JOINDER

This ASSIGNMENT AND SECURITY AGREEMENT JOINDER dated as of November 8, 2008 (the or this "Joinder") is entered into on a joint and several basis by each of the undersigned Northstar Cover-All, LLC, a Delaware limited liability company and NorthStar Cover-All, Inc., a Minnesota corporation (which parties are hereinafter referred to individually as a "Debtor"). Terms not otherwise defined herein shall have the meaning set forth in the Security Agreement hereinafter referred to.

RECITALS

A. Reference is made to the Assignment and Security Agreement dated as of October 23, 2007 (herein, as the same may be further amended or modified from time to time, the "Security Agreement") among the various parties thereto as Debtors and Canadian Imperial Bank of Commerce, as administrative agent for the Secured Parties (the "Administrative Agent").

B. The Administrative Agent and the Lenders have required as a condition to their obligations to make Loans under the Credit Agreement that the Debtor become a party to the Guarantee and the Security Agreement and grant a lien on its properties as security for the Liabilities thereunder.

NOW, THEREFORE, as required by the Credit Agreement and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, each Debtor does hereby covenant and agree, jointly and severally, as follows:

The Debtor desires to amend the definition of Debtor (as the same may have been heretofore amended) set forth in the Security Agreement attached hereto so that at all times from and after the date hereof, the Debtor shall be liable as set forth in the Security Agreement for the obligations of a Debtor under the Security Agreement to the extent and in the manner set forth therein. The Debtor hereby pledges, assigns, transfers and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and continuing security interest in all of such Debtor's right, title and interest, whether now owned or held or hereafter acquired into and under the property described on Exhibit A to this Joinder to secure its obligations under the Guarantee and the other Liabilities (as defined in the Security Agreement).

The undersigned is the duly elected General Manager and Vice President, as the case may be, of the Debtors and is duly authorized to execute and deliver this Joinder for the benefit of the Secured Parties. The execution by the undersigned of this Joinder shall evidence its consent to and acknowledgment and approval of the terms set forth herein and in the Security Agreement. By its execution hereof, each Debtor shall be deemed to have made the representations and warranties set forth in Section 3 of the Security Agreement as of the date of this Joinder and Schedules 1, 2 and 3 attached hereto contain the information required by said Section 3.

Upon execution of this Joinder, the Security Agreement shall be deemed to be amended as set forth above. Except as amended herein, the terms and provisions of the Security Agreement are hereby ratified, confirmed and approved in all respects.

Any and all notices, requests, certificates and other instruments may refer to the Security Agreement without making specific reference to this Joinder, but nevertheless all such references shall be deemed to include this Joinder unless the context shall otherwise require.

NORTHSTAR COVER-ALL, LLC

By: _____

Title: GM

NORTHSTAR COVER-ALL, INC.

By: _____

Title: Vice President

ANNEX A
TO
ASSIGNMENT AND GRANT OF SECURITY INTEREST JOINDER

As security for the due and punctual payment and performance of all of the Liabilities now existing or hereafter arising, the Debtor hereby pledges, transfers and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and continuing security interest in, all of such Debtor's right, title and interest, whether now owned or held or hereafter acquired, in, to and under the following wheresoever the same may now or hereafter be located:

Accounts;

Chattel Paper;

Commercial Tort Claims;

Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;

Deposit Accounts;

Documents;

General Intangibles;

Goods (including, without limitation, all its Equipment, Fixtures and Inventory), together with all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;

Instruments;

Intellectual Property;

Investment Property;

Letter-of-Credit Rights and letters of credit (as such term is defined in Article 5 of the Uniform Commercial Code);

money (as such term is defined in Article 1 of the Uniform Commercial Code) of every jurisdiction whatsoever;

to the extent not included in the foregoing, maps, surveys and similar items used or useful in such Debtor's business;

to the extent not included in the foregoing, all books, records, writings, data bases, information in whatever form and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to any of the foregoing;

all Proceeds, products, offspring, rents, issues, profits and, distributions on, rights arising out of, returns of and from, and any and all claims and/or insurance payments arising out of the loss, nonconformity, or interference with the use of, defects or infringements of rights in, or damage to, any of the foregoing; and

to the extent not included in the foregoing, other personal property of any kind or description.

Notwithstanding the foregoing, the security interest granted herein shall not attach to, and the term Collateral shall not include, (i) any United States intent-to-use trademark or service mark application to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable federal law, and (ii) any lease, license, contract, property rights or agreement to which any Debtors is a party or any of its rights or interests thereunder, or any assets governed thereby, if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of any Debtor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above.

SCHEDULE 1
to
ASSIGNMENT AND SECURITY AGREEMENT

CORPORATE INFORMATION

Legal Name of Debtor	Jurisdiction of Formation and type of Organization	Organization Number	Location of Principal Place of Business	Location of Chief Executive Office	Trade Names and Prior Names
Northstar Cover-All, LLC	Delaware	4269344	19500 Co. Rd. 142 South Haven, MN 55382	38145 Wanuskewin Road Saskatoon, Saskatchewan S7P 1A4 Canada	Mid-West Cover-All NorthStar Cover-All
NorthStar Cover-All, Inc.	Minnesota	2328328-3	19500 Co. Rd. 142 South Haven, MN 55382	38145 Wanuskewin Road Saskatoon, Saskatchewan S7P 1A4 Canada	None

SCHEDULE 2
to
ASSIGNMENT AND SECURITY AGREEMENT

ADDRESSES OF ALL LOCATIONS AT WHICH GOODS ARE KEPT

19500 Co. Road 142
South Haven, MN 55382

SCHEDULE 3
to
ASSIGNMENT AND SECURITY AGREEMENT

LIST OF INTELLECTUAL PROPERTY

None.

SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT JOINDER

This SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT JOINDER dated as of November 8, 2008 (the or this "Joinder") is entered into on a joint and several basis by each of the undersigned Northstar Cover-All, LLC, a Delaware limited liability company and NorthStar Cover-All, Inc., a Minnesota corporation (which parties are hereinafter referred to individually as a "Debtor"). Terms not otherwise defined herein shall have the meaning set forth in the Security Agreement hereinafter referred to.

RECITALS

A. Reference is made to the Subordinated Assignment and Security Agreement dated as of October 23, 2007 (herein, as the same may be further amended or modified from time to time, the "Security Agreement") among the various parties thereto as Debtors and Canadian Imperial Bank of Commerce, as administrative agent for the Secured Parties (the "Administrative Agent").

B. The Administrative Agent and the Lenders have required as a condition to their obligations to make Loans under the Subordinated Credit Agreement that the Debtor become a party to the Subordinated Guarantee and the Security Agreement and grant a lien on its properties as security for the Liabilities thereunder.

NOW, THEREFORE, as required by the Subordinated Credit Agreement and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, each Debtor does hereby covenant and agree, jointly and severally, as follows:

The Debtor desires to amend the definition of Debtor (as the same may have been heretofore amended) set forth in the Security Agreement attached hereto so that at all times from and after the date hereof, the Debtor shall be liable as set forth in the Security Agreement for the obligations of a Debtor under the Security Agreement to the extent and in the manner set forth therein. The Debtor hereby pledges, assigns, transfers and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and continuing security interest in all of such Debtor's right, title and interest, whether now owned or held or hereafter acquired into and under the property described on Exhibit A to this Joinder to secure its obligations under the Subordinated Guarantee and the other Liabilities (as defined in the Security Agreement).

The undersigned is the duly elected General Manager and Vice President, as the case may be, of the Debtors and is duly authorized to execute and deliver this Joinder for the benefit of the Secured Parties. The execution by the undersigned of this Joinder shall evidence its consent to and acknowledgment and approval of the terms set forth herein and in the Security Agreement. By its execution hereof, each Debtor shall be deemed to have made the representations and warranties set forth in Section 3 of the Security Agreement as of the date of this Joinder and Schedules 1, 2 and 3 attached hereto contain the information required by said Section 3.

Upon execution of this Joinder, the Security Agreement shall be deemed to be amended as set forth above. Except as amended herein, the terms and provisions of the Security Agreement are hereby ratified, confirmed and approved in all respects.

Any and all notices, requests, certificates and other instruments may refer to the Security Agreement without making specific reference to this Joinder, but nevertheless all such references shall be deemed to include this Joinder unless the context shall otherwise require.

NORTHSTAR COVER-ALL, LLC

By: _____

Title: GM

NORTHSTAR COVER-ALL, INC.

By: _____

Title: Vice Pres

ANNEX A
TO
SUBORDINATED ASSIGNMENT AND GRANT OF SECURITY INTEREST JOINDER

As security for the due and punctual payment and performance of all of the Liabilities now existing or hereafter arising, the Debtor hereby pledges, transfers and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and continuing security interest in, all of such Debtor's right, title and interest, whether now owned or held or hereafter acquired, in, to and under the following wheresoever the same may now or hereafter be located:

(i) Accounts;

(ii) Chattel Paper;

(iii) Commercial Tort Claims;

(iv) Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;

(v) Deposit Accounts;

(vi) Documents;

(vii) General Intangibles;

(viii) Goods (including, without limitation, all its Equipment, Fixtures and Inventory), together with all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;

(ix) Instruments;

(x) Intellectual Property;

(xi) Investment Property;

(xii) Letter-of-Credit Rights and letters of credit (as such term is defined in Article 5 of the Uniform Commercial Code);

(xiii) money (as such term is defined in Article 1 of the Uniform Commercial Code) of every jurisdiction whatsoever;

(xiv) to the extent not included in the foregoing, maps, surveys and similar items used or useful in such Debtor's business;

(xv) to the extent not included in the foregoing, all books, records, writings, data bases, information in whatever form and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to any of the foregoing;

(xvi) all Proceeds, products, offspring, rents, issues, profits and, distributions on, rights arising out of, returns of and from, and any and all claims and/or insurance payments arising out of the loss, nonconformity, or interference with the use of, defects or infringements of rights in, or damage to, any of the foregoing; and

(xvii) to the extent not included in the foregoing, other personal property of any kind or description.

Notwithstanding the foregoing, the security interest granted herein shall not attach to, and the term Collateral shall not include, (i) any United States intent-to-use trademark or service mark application to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable federal law, and (ii) any lease, license, contract, property rights or agreement to which any Debtors is a party or any of its rights or interests thereunder, or any assets governed thereby, if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of any Debtor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above.

SCHEDULE 1
to
SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT

CORPORATE INFORMATION

Legal Name of Debtor	Jurisdiction of Formation and type of Organization	Organization Number	Location of Principal Place of Business	Location of Chief Executive Office	Trade Names and Prior Names
Northstar Cover-All, LLC	Delaware	4269344	19500 Co. Rd. 142 South Haven, MN 55382	38145 Wanuskewin Road Saskatoon, Saskatchewan S7P 1A4 Canada	Mid-West Cover-All NorthStar Cover-All
NorthStar Cover-All, Inc.	Minnesota	2328328-3	19500 Co. Rd. 142 South Haven, MN 55382	38145 Wanuskewin Road Saskatoon, Saskatchewan S7P 1A4 Canada	None

SCHEDULE 2
to
SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT

ADDRESSES OF ALL LOCATIONS AT WHICH GOODS ARE KEPT

19500 Co. Road 142
South Haven, MN 55382

SCHEDULE 3
to
SUBORDINATED ASSIGNMENT AND SECURITY AGREEMENT

LIST OF INTELLECTUAL PROPERTY

None.

01234789

345 BIL-92/09 (Computer Generated)
Notice of Intention

To Whom It May Concern:

COVER-ALL BUILDING SYSTEMS INC.

(NAME OF PERSON, FIRM OR COMPANY AND MAILING ADDRESS)

4500 - 855 2nd Street S.W., Calgary, Alberta T2P 4K7

hereby gives notice that it is **its** intention to give security
under section 427 of the Bank Act, to
Canadian Imperial Bank of Commerce

Dated at Calgary, Alberta

the 14th day of August, 2008.

TRANSIT NO. MUST BE RECORDED

|	0	0	0	1	0	||	0	1	0	|

COVER-ALL BUILDING SYSTEMS INC.

Name:

COVER-ALL BUILDING SYSTEMS INC. Corporate C/S Seal

NOTICE RECEIVED / PROVIDED
SEP 12 2008 11:18 AM PST
CANADIAN IMPERIAL BANK OF COMMERCE
Authorized Signature
Bureau canadien de l'Imperial Bank of Commerce
Banque canadienne Impériale de Commerce
Banque canadienne Impériale de Commerce
l'article 427 de la Loi sur les banques.
Canadian Imperial Bank of Commerce
PROVINCE OF: AB
Pour / For the

VAN01: 2537483: v1

01234791

345 BIL-92/09 (Computer Generated)
Notice of Intention

To Whom It May Concern:

COVER-ALL BUILDING SYSTEMS INC.

(NAME OF PERSON, FIRM OR COMPANY AND MAILING ADDRESS)

4500 - 855 2nd Street S.W., Calgary, Alberta T2P 4K7

hereby gives notice that it is its intention to give security under section 427 of the Bank Act, to Canadian Imperial Bank of Commerce

Dated at Calgary, Alberta

the 17th day of August, 2008.

TRANSIT NO. MUST BE RECORDED

⁞	0	0	0	1	0	⁞	0	1	0	⁞

NOTICE RECEIVED / PRÉAVIS REÇU
DEC 12 2008 11:29am PST
Authorized Section 427 Bank Act
Bureau d'enregistrement autorisé de la Banque du Canada conformément à l'article 427 de la Loi sur les banques.
PROVINCE OF: ON
Pour / For

COVER-ALL BUILDING SYSTEMS INC.

Name:

COVER-ALL BUILDING SYSTEMS INC. Corporate C/S Seal

VAN01: 2537483: v1

CIBC

117 BIL-93/08 (Computer Generated)

Application For Credit And Promise To Give
Special Security Under The Bank Act

595 Bay Street, 5th Floor
Toronto, Ontario, M5G 2C2
Branch

INITIAL HERE NB

1. **REQUEST FOR LINE OF CREDIT.** I request **Canadian Imperial Bank of Commerce** ("CIBC") to grant me a revolving line of credit in a maximum principal amount of $ 54,000,000.00 for the period up to and including _____, and to make loans or advances (collectively, "Advances") to me on the security of all property (the "Property") of the kind(s) described in CIBC's Form 65 (entitled "Special Security in respect of specified property or classes of property described in section 427 of the Act") of which I am now or may later become the owner, and/or on the security of warehouse receipts and/or bills of lading covering the Property.

2. **PROMISE TO GIVE SECURITY.** I promise to give security for Advances by way of an assignment under Section 427 of the *Bank Act* covering all the Property.

3. **LOCATION OF PROPERTY.** The Property is now or may later be located at the place(s) designated in CIBC's Form 65. I will promptly notify CIBC in writing of any additional places where the Property is to be located (the existing and additional places referred to collectively as the "Locations") as soon as they are established. I will keep the Property at all times at the Locations, and will not remove any Property from any such Location without CIBC's prior written consent.

4. **WAREHOUSE RECEIPTS AND BILLS OF LADING.** If any or all of the Property is now or may later be covered by warehouse receipts or bills of lading, I promise to give them to CIBC, from time to time and as often as CIBC requests, as security for Advances.

INITIAL HERE NB

5. **OVERDRAFTS.** CIBC may make Advances to me by way of overdraft. Any overdrafts will be made to my Account No. _____ (or to such other accounts as CIBC and I may agree).

6. **PROMISSORY NOTES TO EVIDENCE ADVANCES.** CIBC may from time to time require me to give CIBC promissory notes (in its usual form) to represent all or any part of the Advances, whether or not I obtain Advances by way of overdraft. Any notes that I give CIBC will not extinguish or pay any indebtedness for Advances, but will simply represent such indebtedness.

7. **SECURITY AGREEMENT APPLIES.** The provisions of CIBC's Form 103 (entitled "Contract relative to Special Security under the Bank Act") apply to all security that I give CIBC for any Advances. No security that I give CIBC will merge in any subsequent security or replace any security previously given.

8. **CANCELLATION OF LINE OF CREDIT.** Unless otherwise expressly agreed in writing, CIBC may cancel at any time, without notice to me, in whole or in part, the line of credit that CIBC grants to me as a result of this agreement.

9. **JOINT AND SEVERAL LIABILITY.** If two or more persons sign this agreement, each person's liability will be joint and several (which means that CIBC may require fulfilment of our obligations under this agreement from any one of us, or a portion from each of us), and references in this agreement to "I" and "me" should be interpreted accordingly.

INITIAL HERE NB

10. **COPY RECEIVED.** I have received a copy of this agreement.

Dated ~~August~~ December 13, 2008

COVER-ALL BUILDING SYSTEMS INC.
Customer's Name in Full

Signature

Signature

For good and valuable consideration, the undersigned hereby assigns to Canadian Imperial Bank of Commerce ("CIBC"), as continuing security for the payment of all loans and advances that have been or may be made by CIBC to the undersigned or renewals of such loans and advances, or substitutions therefor, and interest on such loans and advances and on any such renewals or substitutions, all property and classes of property hereinafter described of which the undersigned is now or may hereafter become the owner, to wit: (1)

(1) Here give general description of the kinds of property to be covered by the security, or if space insufficient insert after (1) "the property described on the attached schedule" and set out the description on a sheet attached to this form. If applicable, include number, name and port of registry of any registered or recorded vessels.

the property described on the attached schedule

and that is now or may hereafter be in the place or places hereinafter designated, to wit:(2)

the place or places designated on the attached schedule

(2) Here designate the place or places where the property to be covered by the security is or may be located, or if space insufficient, insert after (2) "the place or places designated on the attached schedule" and set out the designation on a sheet attached to this form.

or, where the property consists in whole or in part of fishing vessels, fishing equipment and supplies or products of the sea, lakes and rivers, wherever such property may be.

This security is given under section 427 of the *Bank Act*.

The property now owned by the undersigned and hereby assigned is free from any mortgage, lien or charge thereon, other than previous assignments, if any, to CIBC, and the undersigned warrants that the property that may hereafter be acquired by the undersigned and is hereby assigned shall be free from any mortgage, lien or charge thereon, other than previous assignments to CIBC.

INITIAL HERE MS

Dated at _____ the 13th day of ~~August~~ December, 2008.

COVER-ALL BUILDING SYSTEMS INC.

COVER-ALL BUILDING SYSTEMS INC. Corporate Seal

Name:

SCHEDULE

Description of Property:

(1) All products of agriculture, products of aquaculture, products of the forest, products of the quarry and mine, products of the sea, lakes and rivers or goods, wares and merchandise, manufactured or otherwise, and of goods, wares and merchandise used in or procured for the packing of such products or goods, wares and merchandise.

(2) All goods, wares and merchandise manufactured or produced by the undersigned or procured for such manufacture or production and all goods, wares and merchandise used in or procured for the packing of goods, wares and merchandise so manufactured or produced.

Location of Property:

(a) 3815 Wamuskewin Road, Saskatoon, Saskatchewan, S7P 1A4;

(b) 37651 Amberly Road, R.R. #1, Lucknow, Ontario, N0G 2H0;

(c) 4500 - 855 – 2nd Street S.W., Calgary, Alberta, T2P 4K7;

(d) #5, 285145 Wrangler Way, Rockyview, Alberta; and

(e) such locations for the storage or handling of the goods, or in transit thereto or therefrom or wherever else situated.

CIBC

103-04/09 (Computer Generated)

595 Bay Street, 5th Floor
Toronto, Ontario, M5G 2C2
Bank Office (Insert mailing address and postal code)

CONTRACT RELATIVE TO SPECIAL SECURITY UNDER THE BANK ACT

For valuable consideration, the undersigned customer (the "Customer") agrees with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Bank Act Special Security.** This Contract applies to all security that the Customer gives or has given to CIBC under the "Special Security" provisions of the Bank Act (sections 425 to 436, inclusive, as well as section 463, and their predecessor and successor sections) over the Property.

2. **Places of Business.** The Customer represents and warrants that the location of all existing Places of Business is specified in CIBC's Form 65 entitled "Special Security in respect of specified property or classes of property described in section 427 of the Bank Act".

3. **Property Free of Charges.** The Customer represents and warrants that the Property is, and agrees that the Property will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will have no obligation to, pay any amount required to remove any unauthorized Charge, and the Customer will immediately reimburse CIBC for any amount so paid.

4. **Use of Property.** The Customer will not, without CIBC's prior written consent, sell, lease or otherwise dispose of any of the Property other than inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business until either Default or CIBC gives the Customer a notice instructing the Customer to stop any further sale, lease or other disposition of the inventory.

5. **Governing Law.** This Contract is governed by the laws of ALBERTA (without reference to the choice of law doctrine). The Customer irrevocably agrees to submit to the non-exclusive jurisdiction of its courts.

6. **Copy Received.** The Customer acknowledges having received a copy of this Contract.

NOTE: THE "ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT" ON THE FOLLOWING PAGES FORM PART OF THIS CONTRACT.

Dated ~~August~~ December 13, 2008

INITIAL HERE

COVER-ALL BUILDING SYSTEMS INC.
CUSTOMER'S NAME (RECORD IN FULL)

SIGNATURE
PRESIDENT

4500 – 855 2nd Street, S.W.
CUSTOMER'S ADDRESS

Calgary, Alberta T2P 4K7
(CITY/TOWN, PROVINCE AND POSTAL CODE)

Note: ***If the customer is a corporation, no witness is needed. The office (such as "President" or "Secretary") of the Person signing should be noted below that Person's signature.***

ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT

7. **Insurance.** The Customer will keep the Property insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Property (and against such other risks as CIBC may reasonably require). At CIBC's request, all policies will contain a loss payable clause. The Customer will, from time to time at CIBC's request, deliver such policies for satisfactory evidence of such policies to CIBC. If the Customer does not obtain or maintain such insurance, CIBC may, but will have no obligation to, do so. The Customer will immediately reimburse CIBC for any amount so paid. The Customer will promptly give CIBC written notice of any loss or damage to the Property.

8. **Information and Inspection.** The Customer will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Property, the Places of Business, and the Customer's financial or business affairs. CIBC may from time to time inspect any books and records and any Property, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical and electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved.

9. **Proceeds Prior to Default.** The Customer assigns all proceeds to CIBC and will pay or transfer to CIBC all Proceeds received forthwith upon receipt. Until paid or transferred, the Customer will hold all such Proceeds in trust for and on behalf of CIBC. The Customer's signature on this Contract and CIBC's acceptance of the security granted by this Contract are in furtherance of this security, and do not constitute any acknowledgment by CIBC that the Customer has any right or title to such Proceeds. *If this Contract is governed by the laws of a province or territory other than Quebec, the following provisions also apply:* Until Default, all moneys received by CIBC as Proceeds may be applied on account of the Liabilities or, at CIBC's option, may be held unappropriated in a collateral account or released to the Customer.

10. **Default.**

(1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:

(a) the Customer does not pay any of the Liabilities when due;

(b) the Customer does not observe or perform any of the Customer's obligations under this Contract or any other contract or document existing at any time between the Customer and CIBC;

(c) any representation, warranty or statement made by the Customer or on the Customer's behalf to CIBC is untrue in any material respect at the time when or as of which it was made;

(d) the Customer ceases or threatens to cease to carry on in the normal course of business or any material part thereof;

(e) if the Customer is a corporation, there is, in CIBC's reasonable opinion, a change in its effective control, or if the Customer is a partnership, there is a dissolution or a change in its membership;

(f) the Customer becomes insolvent or bankrupt, or makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada), the Farm Debt Review Act (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization of the corporation or any arrangement or composition of its debts;

(g) a receiver, receiver and manager, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;

(h) the holder of a Charge takes possession of any of the Customer's property, or a distress, execution or other similar process is levied against any part of it; or

(i) CIBC in good faith and upon commercially reasonable grounds believes that the prospect of payment or performance is or is about to be impaired or that the Property is or is about to be placed in jeopardy.

2) **Rights upon Default.** Upon Default, CIBC will have the following rights:

(a) **Appointment of Receiver.** CIBC may by letter or other document in writing appoint a Receiver of all or any of the Property. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Customer's agent, CIBC may from time to time fix the Receiver's remuneration, and the Customer will pay CIBC any costs incurred by CIBC relating to such appointment including, among other things, the amount of the Receiver's remuneration. CIBC will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.

(b) **Dealing with the Property.** CIBC or a Receiver may take possession of any of the Property and retain the same for as long as its considers appropriate, receive any rents and profits from the Property, carry on (or concur in carrying on) any of the Customer's business or refrain from doing so, borrow on the security of the Property, and sell or lease (or concur in selling or leasing) the Property. CIBC or a Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any of the Places of Business.

(c) **Realization.** CIBC or a Receiver may use, collect, sell or otherwise dispose of, realize upon, release to the Customer or other Persons, and otherwise deal with the Property in such manner, upon such terms and at such times as CIBC or the Receiver considers appropriate.

(d) **Application of Proceeds After Default.** All Proceeds of Property received by CIBC or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration), Charges, borrowings, taxes and other outgoings affecting the Property or which are considered advisable by CIBC or the Receiver to preserve, maintain or enhance the Property, or to keep in good standing any Charges on the Property ranking in priority to any Charge created by this Contract. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be paid to those persons who are legally entitled to it.

(e) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in this Contract, all rights given to it under the Bank Act, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon any other right and one or more of such rights may be exercised independently or in combination from time to time.

(f) **Deficiency.** The Customer will remain liable to CIBC for payment of any Liabilities which are outstanding following realization of any of the Property.

11. **CIBC not Liable.** CIBC will not be liable to the Customer or any other Person for any failure or delay in exercising any of its rights under this Contract (including among other things any failure to take possession of, collect, sell, or otherwise dispose of, any Property).

12. **Charges and Expenses.** The Customer will pay all costs and expenses (including among other things all legal fees and disbursements) incurred by CIBC or any Receiver in exercising any remedy under this Contract (including among other things preserving, preparing for disposition and disposing of the Property) and in operating the Customer's business. Also upon Default, CIBC will be required to exercise greater than normal supervision of the Customer's business. The Customer will therefore reimburse CIBC for all such extra internal costs that CIBC reasonably incurs as a result. All amounts payable under this Section will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities and the Customer will reimburse CIBC upon demand for any such amount.

13. **Further Assurances.** The Customer will from time to time immediately upon request by CIBC take such action as CIBC may require in connection with the Property or as CIBC may consider necessary to give effect to this Contract. The Customer irrevocably appoints the manager or the acting manager from time to time of CIBC's branch specified on the first page of this Contract as the Customer's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section.

14. **Dealings by CIBC.** Neither the Customer's obligations to CIBC nor CIBC's rights under this Contract will be limited or affected by

(a) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Liabilities; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or other indulgences or concessions to the Customer or any other Person; any taking of or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by CIBC in respect of, or in the course of, doing any of these actions; or

(b) accepting compositions from or granting releases and discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that CIBC considers appropriate.

15. **General.**

(a) **Entire Agreement.** There are no representations, collateral agreements or conditions with respect to, or affecting the customer's liability under this Contract, other than as contained in this Contract. In particular, nothing contained in this Contract will require CIBC to make, renew or extend the time for payment of any loan or other accommodation to the Customer.

(b) **Joint and Several Liability.** If more than one Person signs this Contract as the Customer, the obligations of such Persons will be joint and several. *If this Contract is governed by the laws of Quebec, the following provisions apply:* If more than one Person signs this Contract as the Customer, the obligations of such Persons will be solidary.

(c) **Severability; Headings.** Any provisions of this Contract that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Contract. The headings in this Contract are for convenience only and do not limit or extend the provisions of this Contract.

(d) **Interpretation.** When the context of this Contract so requires, the singular will be read as plural.

(e) **Notice.** CIBC may send to the Customer by prepaid regular mail addressed to the Customer at the Customer's address last known to CIBC, copies of any document that it wishes to send to the Customer. Any document mailed in this manner will be deemed to have been received by the Customer upon the earlier of actual receipt by the Customer and the expiry of 10 days after the mailing date.

(f) **Enurement; Assignment.** This Contract will enure to the benefit of and be binding upon CIBC and the Customer and their respective heirs, executors, administrators, successors and permitted assigns. The Customer will not assign this Contract without CIBC's prior written consent.

(g) **Consent to Disclose Information.** CIBC may from time to time give any credit or other information about the Customer to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom the Customer may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings the Customer has or proposes to have with CIBC. The Customer agrees that CIBC may use that information to establish and maintain the Customer's relationship with CIBC and to offer any services as permitted by law, including services and products offered by CIBC's subsidiaries when it is considered that this may be suitable to the Customer.

(h) **(Quebec only) Language.** It is the express wish of the parties that this document and any related documents be drawn up in English. Les parties auz presentes ont expressement demande que ce document et tous les documents s'y rattachant soient rediges en anglais.

16. **Definitions.** In this Contract:

(a) "Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.

(b) "Default" has the meaning set out in Section 10(1).

(c) "Liabilities" means all present and future indebtedness and liability of every kind, nature and description, direct or indirect, joint or several, absolute or contingent, of the Customer to CIBC wherever and however incurred and any unpaid balance thereof and includes any liability to CIBC in connection with any bankers' acceptances accepted by CIBC on the Customer's behalf and any standby letters of credit issued upon the Customer's application.

(d) "Person" includes a natural person, personal representative, partnership, corporation, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body, and any other entity, and where appropriate specifically includes any guarantor.

(e) "Places of Business" means a location where the Customer carries on business or where any of the Property is located.

(f) "Proceeds" means any personal property in the form (including among other things money) resulting from any sale, lease or other disposition of the Property, whether or not arising in the ordinary course of the Customer's business.

(g) "Property" means all of the property assigned by the Customer to CIBC under the "Special Security" provisions of the Bank Act and, for greater certainty, if the property assigned to CIBC is or includes natural gas required to be gathered and/or processed in any plant, the term "Property" includes all agreements relating to the Customer's interest in any such plant and the Customer's rights to gathering and/or process any such gas.

(h) "Receivables" means all debts, claims and choses in action now or hereafter due or owing to or owned by the Customer.

(i) "Receiver" means any Person appointed as a receiver or receiver and manager of property.

(j) "Section" means any section, subsection or paragraph of this Contract.

(k) "Security" means any security held by CIBC as security for payment of the Liabilities and includes, among other things, any and all guarantees.

0123479O

345 BIL-92/09 (Computer Generated)
Notice of Intention

To Whom It May Concern:

COVER-ALL BUILDING SYSTEMS INC.

(NAME OF PERSON, FIRM OR COMPANY AND MAILING ADDRESS)

4500 - 855 2nd Street S.W., Calgary, Alberta T2P 4K7

hereby gives notice that it is **its** intention to give security
under section 427 of the Bank Act, to
Canadian Imperial Bank of Commerce

Dated at Calgary, Alberta

the 17th day of August, 2008.

TRANSIT NO. MUST BE RECORDED

⁞	0	0	0	1	0	⁞	0	1	0	⁞

NOTICE RECEIVED / PRÉAVIS REÇU
DEC 12 2008 11:27am PST
CANADIAN SECURITIES REGISTRATION SYSTEMS
Authorized Bank Act / Loi sur les banques
Registrar for the Bank Act / Enregistreur pour la Loi sur les banques
Bureau d'enregistrement autorisé de la Banque du Canada pour la Loi sur les banques / Enregistreur à l'article 427 de la Loi sur les banques.
Central Processing Facility
PROVINCE OF: AB
Pour / For Registrar: R. Carvalho

COVER-ALL BUILDING SYSTEMS INC.

Name:

COVER-ALL BUILDING SYSTEMS INC. CORPORATE SEAL

VAN01: 2537483: v1

01234792

345 BIL-92/09 (Computer Generated)
Notice of Intention

To Whom It May Concern:

COVER-ALL BUILDING SYSTEMS INC.

(NAME OF PERSON, FIRM OR COMPANY AND MAILING ADDRESS)

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Canadian Imperial Bank of Commerce

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the 17th day of August, 2008.

TRANSIT NO. MUST BE RECORDED

⁞	0	0	0	1	0	⁞	0	1	0	⁞

COVER-ALL BUILDING SYSTEMS INC.

Name:

COVER-ALL BUILDING SYSTEMS INC. Corporate C/S Seal

DEC 12 2008 11:30am PST

ON

VAN01: 2537483: v1

CIBC

117 BIL-93/08 (Computer Generated)

Application For Credit And Promise To Give Special Security Under The Bank Act

595 Bay Street, 5th Floor
Toronto, Ontario, M5G 2C2
Branch

INITIAL HERE NS

1. **REQUEST FOR LINE OF CREDIT.** I request **Canadian Imperial Bank of Commerce** ("CIBC") to grant me a revolving line of credit in a maximum principal amount of $ 15,000,000.00 for the period up to and including _____, and to make loans or advances (collectively, "Advances") to me on the security of all property (the "Property") of the kind(s) described in CIBC's Form 65 (entitled "Special Security in respect of specified property or classes of property described in section 427 of the Act") of which I am now or may later become the owner, and/or on the security of warehouse receipts and/or bills of lading covering the Property.

2. **PROMISE TO GIVE SECURITY.** I promise to give security for Advances by way of an assignment under Section 427 of the *Bank Act* covering all the Property.

3. **LOCATION OF PROPERTY.** The Property is now or may later be located at the place(s) designated in CIBC's Form 65. I will promptly notify CIBC in writing of any additional places where the Property is to be located (the existing and additional places referred to collectively as the "Locations") as soon as they are established. I will keep the Property at all times at the Locations, and will not remove any Property from any such Location without CIBC's prior written consent.

4. **WAREHOUSE RECEIPTS AND BILLS OF LADING.** If any or all of the Property is now or may later be covered by warehouse receipts or bills of lading, I promise to give them to CIBC, from time to time and as often as CIBC requests, as security for Advances.

INITIAL HERE NS

5. **OVERDRAFTS.** CIBC may make Advances to me by way of overdraft. Any overdrafts will be made to my Account No. _____ (or to such other accounts as CIBC and I may agree).

6. **PROMISSORY NOTES TO EVIDENCE ADVANCES.** CIBC may from time to time require me to give CIBC promissory notes (in its usual form) to represent all or any part of the Advances, whether or not I obtain Advances by way of overdraft. Any notes that I give CIBC will not extinguish or pay any indebtedness for Advances, but will simply represent such indebtedness.

7. **SECURITY AGREEMENT APPLIES.** The provisions of CIBC's Form 103 (entitled "Contract relative to Special Security under the Bank Act") apply to all security that I give CIBC for any Advances. No security that I give CIBC will merge in any subsequent security or replace any security previously given.

8. **CANCELLATION OF LINE OF CREDIT.** Unless otherwise expressly agreed in writing, CIBC may cancel at any time, without notice to me, in whole or in part, the line of credit that CIBC grants to me as a result of this agreement.

9. **JOINT AND SEVERAL LIABILITY.** If two or more persons sign this agreement, each person's liability will be joint and several (which means that CIBC may require fulfilment of our obligations under this agreement from any one of us, or a portion from each of us), and references in this agreement to "I" and "me" should be interpreted accordingly.

INITIAL HERE NS

10. **COPY RECEIVED.** I have received a copy of this agreement.

Dated ~~August~~ December 13, 2008

COVER-ALL BUILDING SYSTEMS INC.
Customer's Name in Full

Signature

Signature

VAN01: 2537572: v1

For good and valuable consideration, the undersigned hereby assigns to Canadian Imperial Bank of Commerce ("CIBC"), as continuing security for the payment of all loans and advances that have been or may be made by CIBC to the undersigned or renewals of such loans and advances, or substitutions therefor, and interest on such loans and advances and on any such renewals or substitutions, all property and classes of property hereinafter described of which the undersigned is now or may hereafter become the owner, to wit: (1)

(1) Here give general description of the kinds of property to be covered by the security, or if space insufficient insert after (1) "the property described on the attached schedule" and set out the description on a sheet attached to this form. If applicable, include number, name and port of registry of any registered or recorded vessels.

the property described on the attached schedule

and that is now or may hereafter be in the place or places hereinafter designated, to wit:(2)

the place or places designated on the attached schedule

(2) Here designate the place or places where the property to be covered by the security is or may be located, or if space insufficient, insert after (2) "the place or places designated on the attached schedule" and set out the designation on a sheet attached to this form.

or, where the property consists in whole or in part of fishing vessels, fishing equipment and supplies or products of the sea, lakes and rivers, wherever such property may be.

This security is given under section 427 of the *Bank Act*.

The property now owned by the undersigned and hereby assigned is free from any mortgage, lien or charge thereon, other than previous assignments, if any, to CIBC, and the undersigned warrants that the property that may hereafter be acquired by the undersigned and is hereby assigned shall be free from any mortgage, lien or charge thereon, other than previous assignments to CIBC.

INITIAL HERE NS

Dated at _____ the 13th day of ~~August~~ December, 2008.

COVER-ALL BUILDING SYSTEMS INC.

Name:

COVER-ALL BUILDING SYSTEMS INC.

SCHEDULE

Description of Property:

(1) All products of agriculture, products of aquaculture, products of the forest, products of the quarry and mine, products of the sea, lakes and rivers or goods, wares and merchandise, manufactured or otherwise, and of goods, wares and merchandise used in or procured for the packing of such products or goods, wares and merchandise.

(2) All goods, wares and merchandise manufactured or produced by the undersigned or procured for such manufacture or production and all goods, wares and merchandise used in or procured for the packing of goods, wares and merchandise so manufactured or produced.

Location of Property:

(a) 3815 Wamuskewin Road, Saskatoon, Saskatchewan, S7P 1A4;

(b) 37651 Amberly Road, R.R. #1, Lucknow, Ontario, N0G 2H0;

(c) 4500 - 855 – 2nd Street S.W., Calgary, Alberta, T2P 4K7;

(d) #5, 285145 Wrangler Way, Rockyview, Alberta; and

(e) such locations for the storage or handling of the goods, or in transit thereto or therefrom or wherever else situated.

CIBC

103-94/08 (Computer Generated)

595 Bay Street, 5th Floor
Toronto, Ontario, M5G 2C2
Bank Office (insert mailing address and postal code)

CONTRACT RELATIVE TO SPECIAL SECURITY UNDER THE BANK ACT

For valuable consideration, the undersigned customer (the "Customer") agrees with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Bank Act Special Security.** This Contract applies to all security that the Customer gives or has given to CIBC under the "Special Security" provisions of the Bank Act (sections 425 to 436, inclusive, as well as section 463, and their predecessor and successor sections) over the Property.

2. **Places of Business.** The Customer represents and warrants that the location of all existing Places of Business is specified in CIBC's Form 65 entitled "Special Security in respect of specified property or classes of property described in section 427 of the Bank Act".

3. **Property Free of Charges.** The Customer represents and warrants that the Property is, and agrees that the Property will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will have no obligation to, pay any amount required to remove any unauthorized Charge, and the Customer will immediately reimburse CIBC for any amount so paid.

4. **Use of Property.** The Customer will not, without CIBC's prior written consent, sell, lease or otherwise dispose of any of the Property other than inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business until either Default or CIBC gives the Customer a notice instructing the Customer to stop any further sale, lease or other disposition of the inventory.

5. **Governing Law.** This Contract is governed by the laws of ALBERTA (without reference to the choice of law doctrine). The Customer irrevocably agrees to submit to the non-exclusive jurisdiction of its courts.

6. **Copy Received.** The Customer acknowledges having received a copy of this Contract.

NOTE: THE "ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT" ON THE FOLLOWING PAGES FORM PART OF THIS CONTRACT.

INITIAL HERE NS

Dated ~~August~~ December 13, 2008

COVER-ALL BUILDING SYSTEMS INC.
CUSTOMER'S NAME (RECORD IN FULL)

SIGNATURE

PRESIDENT

4500 – 855 2nd Street, S.W.
CUSTOMER'S ADDRESS

Calgary, Alberta T2P 4K7
(CITY/TOWN, PROVINCE AND POSTAL CODE)

Note: ***If the customer is a corporation, no witness is needed. The office (such as "President" or "Secretary") of the Person signing should be noted below that Person's signature.***

ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT

7. **Insurance.** The Customer will keep the Property insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Property (and against such other risks as CIBC may reasonably require). At CIBC's request, all policies will contain a loss payable clause. The Customer will, from time to time at CIBC's request, deliver such policies for satisfactory evidence of such policies to CIBC. If the Customer does not obtain or maintain such insurance, CIBC may, but will have no obligation to, do so. The Customer will immediately reimburse CIBC for any amount so paid. The Customer will promptly give CIBC written notice of any loss or damage to the Property.

8. **Information and Inspection.** The Customer will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Property, the Places of Business, and the Customer's financial or business affairs. CIBC may from time to time inspect any books and records and any Property, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical and electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved.

9. **Proceeds Prior to Default.** The Customer assigns all proceeds to CIBC and will pay or transfer to CIBC all Proceeds received forthwith upon receipt. Until paid or transferred, the Customer will hold all such Proceeds in trust for and on behalf of CIBC. The Customer's signature on this Contract and CIBC's acceptance of the security granted by this Contract are in furtherance of this security, and do not constitute any acknowledgment by CIBC that the Customer has any right or title to such Proceeds. *If this Contract is governed by the laws of a province or territory other than Quebec, the following provisions also apply:* Until Default, all moneys received by CIBC as Proceeds may be applied on account of the Liabilities or, at CIBC's option, may be held unappropriated in a collateral account or released to the Customer.

10. **Default.**

(1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:

(a) the Customer does not pay any of the Liabilities when due;

(b) the Customer does not observe or perform any of the Customer's obligations under this Contract or any other contract or document existing at any time between the Customer and CIBC;

(c) any representation, warranty or statement made by the Customer or on the Customer's behalf to CIBC is untrue in any material respect at the time when or as of which it was made;

(d) the Customer ceases or threatens to cease to carry on in the normal course of business or any material part thereof;

(e) if the Customer is a corporation, there is, in CIBC's reasonable opinion, a change in its effective control, or if the Customer is a partnership, there is a dissolution or a change in its membership;

(f) the Customer becomes insolvent or bankrupt, or makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada), the Farm Debt Review Act (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization of the corporation or any arrangement or composition of its debts;

(g) a receiver, receiver and manager, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;

(h) the holder of a Charge takes possession of any of the Customer's property, or a distress, execution or other similar process is levied against any part of it; or

(i) CIBC in good faith and upon commercially reasonable grounds believes that the prospect of payment or performance is or is about to be impaired or that the Property is or is about to be placed in jeopardy.

2) **Rights upon Default.** Upon Default, CIBC will have the following rights:

(a) **Appointment of Receiver.** CIBC may by letter or other document in writing appoint a Receiver of all or any of the Property. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Customer's agent, CIBC may from time to time fix the Receiver's remuneration, and the Customer will pay CIBC any costs incurred by CIBC relating to such appointment including, among other things, the amount of the Receiver's remuneration. CIBC will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.

(b) **Dealing with the Property.** CIBC or a Receiver may take possession of any of the Property and retain the same for as long as its considers appropriate, receive any rents and profits from the Property, carry on (or concur in carrying on) any of the Customer's business or refrain from doing so, borrow on the security of the Property, and sell or lease (or concur in selling or leasing) the Property. CIBC or a Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any of the Places of Business.

(c) **Realization.** CIBC or a Receiver may use, collect, sell or otherwise dispose of, realize upon, release to the Customer or other Persons, and otherwise deal with the Property in such manner, upon such terms and at such times as CIBC or the Receiver considers appropriate.

(d) **Application of Proceeds After Default.** All Proceeds of Property received by CIBC or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration), Charges, borrowings, taxes and other outgoings affecting the Property or which are considered advisable by CIBC or the Receiver to preserve, maintain or enhance the Property, or to keep in good standing any Charges on the Property ranking in priority to any Charge created by this Contract. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be paid to those persons who are legally entitled to it.

(e) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in this Contract, all rights given to it under the Bank Act, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon any other right and one or more of such rights may be exercised independently or in combination from time to time.

(f) **Deficiency.** The Customer will remain liable to CIBC for payment of any Liabilities which are outstanding following realization of any of the Property.

11. **CIBC not Liable.** CIBC will not be liable to the Customer or any other Person for any failure or delay in exercising any of its rights under this Contract (including among other things any failure to take possession of, collect, sell, or otherwise dispose of, any Property).

12. **Charges and Expenses.** The Customer will pay all costs and expenses (including among other things all legal fees and disbursements) incurred by CIBC or any Receiver in exercising any remedy under this Contract (including among other things preserving, preparing for disposition and disposing of the Property) and in operating the Customer's business. Also upon Default, CIBC will be required to exercise greater than normal supervision of the Customer's business. The Customer will therefore reimburse CIBC for all such extra internal costs that CIBC reasonably incurs as a result. All amounts payable under this Section will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities and the Customer will reimburse CIBC upon demand for any such amount.

13. **Further Assurances.** The Customer will from time to time immediately upon request by CIBC take such action as CIBC may require in connection with the Property or as CIBC may consider necessary to give effect to this Contract. The Customer irrevocably appoints the manager or the acting manager from time to time of CIBC's branch specified on the first page of this Contract as the Customer's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section.

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(a) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Liabilities; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or other indulgences or concessions to the Customer or any other Person; any taking of or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by CIBC in respect of, or in the course of, doing any of these actions; or

(b) accepting compositions from or granting releases and discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that CIBC considers appropriate.

15. **General.**

(a) **Entire Agreement.** There are no representations, collateral agreements or conditions with respect to, or affecting the customer's liability under this Contract, other than as contained in this Contract. In particular, nothing contained in this Contract will require CIBC to make, renew or extend the time for payment of any loan or other accommodation to the Customer.

(b) **Joint and Several Liability.** If more than one Person signs this Contract as the Customer, the obligations of such Persons will be joint and several. *If this Contract is governed by the laws of Quebec, the following provisions apply:* If more than one Person signs this Contract as the Customer, the obligations of such Persons will be solidary.

(c) **Severability; Headings.** Any provisions of this Contract that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Contract. The headings in this Contract are for convenience only and do not limit or extend the provisions of this Contract.

(d) **Interpretation.** When the context of this Contract so requires, the singular will be read as plural.

(e) **Notice.** CIBC may send to the Customer by prepaid regular mail addressed to the Customer at the Customer's address last known to CIBC, copies of any document that it wishes to send to the Customer. Any document mailed in this manner will be deemed to have been received by the Customer upon the earlier of actual receipt by the Customer and the expiry of 10 days after the mailing date.

(f) **Enurement; Assignment.** This Contract will enure to the benefit of and be binding upon CIBC and the Customer and their respective heirs, executors, administrators, successors and permitted assigns. The Customer will not assign this Contract without CIBC's prior written consent.

(g) **Consent to Disclose Information.** CIBC may from time to time give any credit or other information about the Customer to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom the Customer may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings the Customer has or proposes to have with CIBC. The Customer agrees that CIBC may use that information to establish and maintain the Customer's relationship with CIBC and to offer any services as permitted by law, including services and products offered by CIBC's subsidiaries when it is considered that this may be suitable to the Customer.

(h) **(Quebec only) Language.** It is the express wish of the parties that this document and any related documents be drawn up in English. Les parties auz presentes ont expressement demande que ce document et tous les documents s'y rattachant soient rediges en anglais.

16. **Definitions.** In this Contract:

(a) "Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.

(b) "Default" has the meaning set out in Section 10(1).

(c) "Liabilities" means all present and future indebtedness and liability of every kind, nature and description, direct or indirect, joint or several, absolute or contingent, of the Customer to CIBC wherever and however incurred and any unpaid balance thereof and includes any liability to CIBC in connection with any bankers' acceptances accepted by CIBC on the Customer's behalf and any standby letters of credit issued upon the Customer's application.

(d) "Person" includes a natural person, personal representative, partnership, corporation, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body, and any other entity, and where appropriate specifically includes any guarantor.

(e) "Places of Business" means a location where the Customer carries on business or where any of the Property is located.

(f) "Proceeds" means any personal property in the form (including among other things money) resulting from any sale, lease or other disposition of the Property, whether or not arising in the ordinary course of the Customer's business.

(g) "Property" means all of the property assigned by the Customer to CIBC under the "Special Security" provisions of the Bank Act and, for greater certainty, if the property assigned to CIBC is or includes natural gas required to be gathered and/or processed in any plant, the term "Property" includes all agreements relating to the Customer's interest in any such plant and the Customer's rights to gathering and/or process any such gas.

(h) "Receivables" means all debts, claims and choses in action now or hereafter due or owing to or owned by the Customer.

(i) "Receiver" means any Person appointed as a receiver or receiver and manager of property.

(j) "Section" means any section, subsection or paragraph of this Contract.

(k) "Security" means any security held by CIBC as security for payment of the Liabilities and includes, among other things, any and all guarantees.

345 BIL-92/09 (Computer Generated)
Notice of Intention

To Whom It May Concern:

1353537 ALBERTA LTD.

(NAME OF PERSON, FIRM OR COMPANY AND MAILING ADDRESS)

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

hereby gives notice that it is **its** intention to give security
under section 427 of the Bank Act, to
Canadian Imperial Bank of Commerce

Dated at Boston, Massachusetts

the 23rd day of October, 2007.

TRANSIT NO. MUST BE RECORDED

⁞	0	0	0	1	0	⁞	0	1	0	⁞

1353537 ALBERTA LTD.

C/S

Name: Franklin H. Foster

01219622

NOTICE RECEIVED / PRÉAVIS REÇU

11 / 08 / 2007 / 02:30PM PST

mm - dd - yyyy - time

CANADIAN SECURITIES REGISTRATION SYSTEMS

Authorized Section 427 Bank Act
Registrar for Bank of Canada

Bureau d'enregistrement autorisé de la
Banque du Canada conformément à
l'article 427 de la Loi sur les banques.

PROVINCE OF ALBERTA

Pour / For Registrar R. Casarotti

VAN01: 2421363: v1

Confirmation Letter / Lettre de confirmation

Canadian Securities Registration Systems/Systèmes d'Enregistrement des Garanties Canadiennes
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8
Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

CSRS - Alberta
Suite M23, 10060 Jasper Ave NW
Edmonton, Alberta
T5J 3R8

Acct# 9002

2007/11/08 02:31:09 PM PST

Ref / Objet: 02053116; 02053117 1353537 Alberta Ltd - Borden

Tel/Tél: 1-780-429-0411
Fax/Télécopie: 1-780-423-0285

Dear Sir / Madam

Re: **Bank Act Security - Section 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Monsieur / Madame

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**
Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

Type Type	Registration Name Enregistrement au nom de	Address Adresse	Date Date	Expires Expires	Number Numéro	Bank Banque
(1)	1353537 Alberta Ltd.	3815 Wanuskewin Road Saskatoon SK S7P1A4	2007/11/08 02:30 PM PST	2012/12/31	01219622	Canadian Imperial Bank Of Commerce

REFERENCE

(1) We have entered the above names (s) on our register of notices of intention to give security under the Bank Act in the province of Alberta.

(2) A search has been made of the

REFERENCE

(1) Nous avons ajouté le(s) nom(s) ci-dessus à notre registre de préavis se rapportant aux garanties données en vertu de la *Loi sur les banques* dans la province de: Alberta.

(2) Nous avons examiné les préavis qui se

notices of intention to give security under the Bank Act registered in the province of Alberta. As at the date and time above, our records indicate the following.

rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Alberta. À la date et à l'heure indiquées ci-dessus.

Your search criteria

1353537 Alberta Ltd.

returns the following results:

Votre critère de recherche

1353537 Alberta Ltd.

révèle les résultats suivants:

Type Type	Registration Name Enregistrement au nom de	Address Adresse	Date Date	Expires Expires	Number Numéro	Bank Banque
(2)	1353537 Alberta Ltd.	3815 Wanuskewin Road Saskatoon SK S7P1A4	2007/11/08 02:27 PM PST	2012/12/31	01219621	Canadian Imperial Bank Of Commerce
(2)	1353537 Alberta Ltd.	3815 Wanuskewin Road Saskatoon SK S7P1A4	2007/11/08 02:30 PM PST	2012/12/31	01219622	Canadian Imperial Bank Of Commerce

R. Concoui

For Registrar / Pour le Régistraire

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type Type	Fee Tarif	GST TPS	Quantity Quantité	TOTAL TOTAL	Receipt No. Numéro du reçu
(1)	$8.00	$0.00	1	$8.00	02053116 - S-R-RN-O
(2)	$4.00	$0.00	1	$4.00	02053117 - S-R-PS-O
				$12.00	

GST/TPS #: **125 614 362**

345 BIL-92/09 (Computer Generated)
Notice of Intention

To Whom It May Concern:

1353537 ALBERTA LTD.

(NAME OF PERSON, FIRM OR COMPANY AND MAILING ADDRESS)

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

hereby gives notice that it is **its** intention to give security
under section 427 of the Bank Act, to
Canadian Imperial Bank of Commerce

Dated at Boston Massachusetts

the 23rd day of October, 2007.

TRANSIT NO. MUST BE RECORDED

⁞	0	0	0	1	0	⁞	0	1	0	⁞

1353537 ALBERTA LTD.

C/S

Name: Franklin H. Foster

0121962 1

NOTICE RECEIVED / PRÉAVIS REÇU

11 / 08 / 2007 02:27 PM PST

mm - dd - yyyy - time

CANADIAN SECURITIES REGISTRATION SYSTEMS

Authorized Section 427 Bank Act
Registrar for Bank of Canada

Bureau d'enregistrement autorisé de la
Banque du Canada conformément à
l'article 427 de la Loi sur les banques.

PROVINCE OF ALBERTA

Registrar / For Registrar R. Cimaroni

VAN01: 2421363: v1

Confirmation Letter / Lettre de confirmation

Canadian Securities Registration Systems/Systèmes d'Enregistrement des Garanties Canadiennes
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8
Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

CSRS - Alberta
Suite M23, 10060 Jasper Ave NW
Edmonton, Alberta
T5J 3R8

2007/11/08 02:27:58 PM PST

Ref / Objet: 02053114; 02053115 1353537 AB Ltd, Borden

Tel/Tél: 1-780-429-0411
Fax/Télécopie: 1-780-423-0285

Acct# 9002

Dear Sir / Madam

Re: **Bank Act Security - Section 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Monsieur / Madame

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**
Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

Type Type	Registration Name Enregistrement au nom de	Address Adresse	Date Date	Expires Expires	Number Numéro	Bank Banque
(1)	1353537 Alberta Ltd.	3815 Wanuskewin Road Saskatoon SK S7P1A4	2007/11/08 02:27 PM PST	2012/12/31	01219621	Canadian Imperial Bank Of Commerce

REFERENCE

(1) We have entered the above names (s) on our register of notices of intention to give security under the Bank Act in the province of Alberta.

(2) A search has been made of the

REFERENCE

(1) Nous avons ajouté le(s) nom(s) ci-dessus à notre registre de préavis se rapportant aux garanties données en vertu de la *Loi sur les banques* dans la province de: Alberta.

(2) Nous avons examiné les préavis qui se

notices of intention to give security under the Bank Act registered in the province of Alberta. As at the date and time above, our records indicate the following.

rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Alberta. À la date et à l'heure indiquées ci-dessus.

Your search criteria

1353537 Alberta Ltd.

returns the following results:

Votre critère de recherche

1353537 Alberta Ltd.

révèle les résultats suivants:

Type Type	Registration Name Enregistrement au nom de	Address Adresse	Date Date	Expires Expires	Number Numéro	Bank Banque
(2)	1353537 Alberta Ltd.	3815 Wanuskewin Road Saskatoon SK S7P1A4	2007/11/08 02:27 PM PST	2012/12/31	01219621	Canadian Imperial Bank Of Commerce

R. Concoui

For Registrar / Pour le Régistraire

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type Type	Fee Tarif	GST TPS	Quantity Quantité	TOTAL TOTAL	Receipt No. Numéro du reçu
(1)	$8.00	$0.00	1	$8.00	02053114 - S-R-RN-O
(2)	$4.00	$0.00	1	$4.00	02053115 - S-R-PS-O
				$12.00	

GST/TPS #: **125 614 362**

345 BIL-92/09 (Computer Generated)
Notice of Intention

To Whom It May Concern:

1353537 ALBERTA LTD.

(NAME OF PERSON, FIRM OR COMPANY AND MAILING ADDRESS)

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

hereby gives notice that it is its intention to give security
under section 427 of the Bank Act, to
Canadian Imperial Bank of Commerce

Dated at Boston, Massachusetts

the 23rd day of October, 2007.

TRANSIT NO. MUST BE RECORDED

⁞	0	0	0	1	0	⁞	0	1	0	⁞

1353537 ALBERTA LTD.

C/S

Name: Franklin H. Foster

01219503

NOTICE RECEIVED / AVIS REÇU

11 / 07 / 2007 9:11 AM

mm - dd - yyyy - time

CANADIAN SECURITIES REGISTRATION SYSTEM

Authorized Section 427 Bank Act
Registrar of Bank of Canada

Bureau d'enregistrement autorisé de la
Banque du Canada conformément à
l'article 427 de la Loi sur les banques.

PROVINCE OF ONTARIO

Per / Par Registrar R. Concepcion

VAN01: 2421363: v1

Confirmation Letter / Lettre de confirmation

Canadian Securities Registration Systems/Systèmes d'Enregistrement des Garanties Canadiennes
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8
Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques.*

CSRS - Ontario
Suite 2605 - 180 Dundas St. W
Toronto, Ontario
M5G 1Z8

2007/11/07 09:11:43 AM PST

Ref / Objet: 02051621; 02051622 BORDEN LADNER/ 00010

Tel/Tél: 1-416-204-3000
Fax/Télécopie: 1-416-204-3004

Acct# 9005

Dear Sir / Madam

Re: **Bank Act Security - Section 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Monsieur / Madame

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**
Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

Type Type	Registration Name Enregistrement au nom de	Address Adresse	Date Date	Expires Expires	Number Numéro	Bank Banque
(1)	1353537 Alberta Ltd.	3815 Wanuskewin Road Saskatoon SK S7P1A4	2007/11/07 09:11 AM PST	2012/12/31	01219503	Canadian Imperial Bank Of Commerce

REFERENCE

(1) We have entered the above names(s) on our register of notices of intention to give security under the Bank Act in the province of Ontario.

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of Ontario. As at the date and time above, our records indicate the following.

REFERENCE

(1) Nous avons ajouté le(s) nom(s) ci-dessus à notre registre de préavis se rapportant aux garanties données en vertu de la *Loi sur les banques* dans la province de: Ontario.

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Ontario. À la date et à l'heure indiquées ci-dessus.

Your search criteria

1353537 Alberta Ltd.

returns the following results:

Votre critère de recherche

1353537 Alberta Ltd.

révèle les résultats suivants:

Type Type	Registration Name Enregistrement au nom de	Address Adresse	Date Date	Expires Expires	Number Numéro	Bank Banque
(2)	1353537 Alberta Ltd.	3815 Wanuskewin Road Saskatoon SK S7P1A4	2007/11/07 09:11 AM PST	2012/12/31	01219503	Canadian Imperial Bank Of Commerce

R. Corconi

For Registrar / Pour le Régistraire

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type Type	Fee Tarif	GST TPS	Quantity Quantité	TOTAL TOTAL	Receipt No. Numéro du reçu
(1)	$8.00	$0.00	1	$8.00	02051621 - S-R-RN-O
(2)	$4.00	$0.00	1	$4.00	02051622 - S-R-PS-O
				$12.00	

GST/TPS #: 125 614 362

345 BIL-92/09 (Computer Generated)
Notice of Intention

To Whom It May Concern:

1353537 ALBERTA LTD.

(NAME OF PERSON, FIRM OR COMPANY AND MAILING ADDRESS)

3815 Wanuskewin Road, Saskatoon, Saskatchewan, S7P 1A4

hereby gives notice that it is **its** intention to give security
under section 427 of the Bank Act, to
Canadian Imperial Bank of Commerce

Dated at Boston, Massachusetts

the 23rd day of October, 2007.

TRANSIT NO. MUST BE RECORDED

⁞	0	0	0	1	0	⁞	0	1	0	⁞

1353537 ALBERTA LTD.

C/S

Name: Franklin H. Foster

01219506

NOTICE RECEIVED / PRÉAVIS REÇU
11 / 07 / 2007 / 9:14 AM PST
mm dd yyyy time

CANADIAN IMPERIAL BANK OF COMMERCE

Authorized Branch under s. 427 Bank Act
Registered Bank of Canada

Bureau d'emprunt autorisé de la Banque du Canada conformément à l'article 427 de la Loi sur les banques.

PROVINCE OF ONTARIO

Per / For Registrar R. Concori

VAN01: 2421363: v1

Confirmation Letter / Lettre de confirmation

Canadian Securities Registration Systems/Systèmes d'Enregistrement des Garanties Canadiennes
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8
Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques.*

CSRS - Ontario
Suite 2605 - 180 Dundas St. W
Toronto, Ontario
M5G 1Z8

2007/11/07 09:15:39 AM PST

Ref / Objet: 02051638; 02051639 Borden Ladner/CIBC 00010

Tel/Tél: 1-416-204-3000
Fax/Télécopie: 1-416-204-3004

Acct# 9005

Dear Sir / Madam

Re: **Bank Act Security - Section 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Monsieur / Madame

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**
Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

Type Type	Registration Name Enregistrement au nom de	Address Adresse	Date Date	Expires Expires	Number Numéro	Bank Banque
(1)	1353537 ALBERTA LTD.	3815 Wanuskewin Road Saskatoon SK S7P1A4	2007/11/07 09:14 AM PST	2012/12/31	01219506	Canadian Imperial Bank Of Commerce

REFERENCE

(1) We have entered the above names(s) on our register of notices of intention to give security under the Bank Act in the province of Ontario.

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of Ontario. As at the date and time above, our records indicate the following.

REFERENCE

(1) Nous avons ajouté le(s) nom(s) ci-dessus à notre registre de préavis se rapportant aux garanties données en vertu de la *Loi sur les banques* dans la province de: Ontario.

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Ontario. À la date et à l'heure indiquées ci-dessus.

Your search criteria

1353537 ALBERTA LTD.

returns the following results:

Votre critère de recherche

1353537 ALBERTA LTD.

révèle les résultats suivants:

Type Type	Registration Name Enregistrement au nom de	Address Adresse	Date Date	Expires Expires	Number Numéro	Bank Banque
(2)	1353537 Alberta Ltd.	3815 Wanuskewin Road Saskatoon SK S7P1A4	2007/11/07 09:11 AM PST	2012/12/31	01219503	Canadian Imperial Bank Of Commerce
(2)	1353537 ALBERTA LTD.	3815 Wanuskewin Road Saskatoon SK S7P1A4	2007/11/07 09:14 AM PST	2012/12/31	01219506	Canadian Imperial Bank Of Commerce

R. Concoui

For Registrar / Pour le Régistraire

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type Type	Fee Tarif	GST TPS	Quantity Quantité	TOTAL TOTAL	Receipt No. Numéro du reçu
(1)	$8.00	$0.00	1	$8.00	02051638 - S-R-RN-O
(2)	$4.00	$0.00	1	$4.00	02051639 - S-R-PS-O
				$12.00	

GST/TPS #: **125 614 362**

F

EXHIBIT F

This is the Exhibit marked "F" referred to in the Affidavit of John McMurray sworn before me this 20th day of April, 2010.

Notary Public in and for the Province of Ontario

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BORDEN LADNER GERVAIS LLP
1000 CANTERRA TWR 400 THIRD AVE S W
CALGARY AB T2P 4H2

FAX: 403-266-1395
REF.: 500007-5360

BUSINESS DEBTOR SEARCH

FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440

DATE OF SEARCH: 22 NOV 2007
TIME OF SEARCH: 13:57:14

SEARCH RESPONSE: REMOTE PRINT

*** SELECTED REGISTRATIONS FOLLOW ***

****
* A COMPLETE SEARCH MAY RESULT IN A REPORT OF EXACT AND INEXACT MATCHES *
* BE SURE TO READ THE REPORTS CAREFULLY *
****

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915002 TYPE: SECURITY AGREEMENT
REGISTRATION DATE: 19 OCT 2007 EXPIRY DATE: 11:59 PM ON 19 OCT 2014
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031634	AMENDMENT	30 OCT 2007	REMOTE REGISTRATION
07112218958	AMENDMENT	22 NOV 2007	REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0002 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031634
SASKTAOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915002 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0001	1FDAF57F22EC77583	2002	FORD F550 BOOM TRUCK	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0002	10WPAEH26YW029587	2000	CLASSIC CARGO TRAILER	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0003	2V9US21447C010073	2005	VAN EYL SIGN TRAILER	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0004	2V9US211185C007982	2007	VAN EYL SIGN TRAILER	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0005	WVWSP21J13W427275	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0006	WVWSP21J23W433375	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0007	WVWSP21J43W441977	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0008	WVWSP21J53W528741	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0009	WVWSP21J83W482483	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0010	2D4GP24R55R300387	2005	DODGE GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0011	WVWAK73CX6E047898	2006	VOLKSWAGON PASSAT	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0012	607217	1988	JCB 930 FORKLIFT	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0013	1GTHK33D97F108136	2007	GMC SIERRA 3500 SERIES	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0014	2B4GP44R8XR382012	1999	DODGE GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915002 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0015	1D7HW48N85S255098	2005	DODGE DAKOTA PICKUP	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0016	1B7GL23X9VS148234	1997	DODGE DAKOTA PICKUP	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0017	1FTPW14547FA21031	2007	FORD F100/F150 SERIES	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0018	1FTNW21F82EB34960	2002	FORD PICKUP	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0019	1FTEF25Y5PLA45975	1993	FORD F250 SERIES PICKUP	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0020	1GCCS14B6F2255208	1985	CHEVROLET S10 PICKUP	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0021	1FTPW14587FA25941	2007	FORD F150	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0022	4Z1GF253865001645	2006	TRAILER	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0023	2CUL2TJ9842015016	2004	TRAILTECH	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0024	1R9RF10131P000843	2001	RINGO TRL	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0025	31A01901	1990	CATERPILLER RC-60	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0026	MAR95J16P121226	1995	LULL 844B HIGHLANDER	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0027	661589	1997	JCB-940	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0028	2734606652	1997	SELLICK SG60	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915002 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY	
0029	5DP00099	1997	CAT DP-135	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT
0030	662311	1997	JCB-930	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT
0031	44720098324	2000	SELLICK SD80S	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT
0032	43760068324	2000	SELLICK SD80A	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT
0033	RT804ND4RT01189	2001	EAGLE PICHER TR-80	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT
0034	5DP10067	2004	CAT DP-135	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT

GENERAL COLLATERAL DETAILS

BLOCK	DESCRIPTION	
0001	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;	STATUS:CURRENT
0002	THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.	STATUS:CURRENT

PARTICULARS DETAILS

BLOCK		
0001	ADDITIONAL INFORMATION	STATUS:CURRENT
	COMPLETE SECURED PARTY DETAILS:	

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915002 TYPE: SECURITY AGREEMENT

(CONTINUED)
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRTIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915077 TYPE: LAND CHARGE
REGISTRATION DATE: 19 OCT 2007 EXPIRY DATE: INFINITY
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031675 AMENDMENT 30 OCT 2007 REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0002 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031675
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915077 TYPE: LAND CHARGE

(CONTINUED)
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915143 TYPE: SECURITY AGREEMENT
REGISTRATION DATE: 19 OCT 2007 EXPIRY DATE: 11:59 PM ON 19 OCT 2014
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031733	AMENDMENT	30 OCT 2007	REMOTE REGISTRATION
07112219097	AMENDMENT	22 NOV 2007	REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0002 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031733
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915143 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0001	1FDAF57F22EC77583	2002	FORD F550 BOOM TRUCK	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0002	10WPAEH26YW029587	2000	CLASSIC TRAILER- CARGO	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0003	2V9US21447C010073	2005	VAN EYL TRAILER-SIGN	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0004	2V9US211185C007982	2007	VAN EYL TRAILER-SIGN	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0005	WVWSP21J13W427275	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0006	WVWSP21J23W433375	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0007	WVWSP21J43W441977	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0008	WVWSP21J53W528741	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0009	WVWSP21J83W482483	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0010	2D4GP24R55R300387	2005	DODGE GRANDE CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0011	WVWAK73CX6E047898	2006	VOLKSWAGON PASSAT	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0012	607217	1988	JCB 930 FORKLIFT	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0013	1GTHK33D97F108136	2007	GMC SIERRA 3500	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0014	2B4GP44R8XR382012	1999	DODGE GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915143 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0015	1D7HW48N85S255098	2005	DODGE DAKOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0016	1B7GL23X9VS148234	1997	DODGE DAKOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0017	1FTPW14547FA21031	2007	FORD F100/F150	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0018	1FTNW21F82EB34960	2002	FORD PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0019	1FTEF25Y5PLA45975	1993	FORD F250 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0020	1GCCS14B6F2255208	1985	CHEVROLET S10 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0021	1FTPW14587FA25941	2007	FORD F150	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0022	4Z1GF253865001645	2006	TRAILER	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0023	2CUL2TJ9842015016	2004	TRAIL TECH	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0024	1R9RF10131P000843	2001	RINGO TRAILER	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0025	31A01901	1990	CATERPILLER RC-60	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0026	MAR95J16P121226	1995	LULL 844B HIGHLAND	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0027	661589	1997	JCB 940	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0028	2734606652	1997	SELLICK SG60	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915143 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY	
0029	5DP00099	1997	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112219097		STATUS:CURRENT
0030	662311	1997	JCB930	MOTOR VEHICLE	
			AMENDMENT: 07112219097		STATUS:CURRENT
0031	44720098324	2000	SELLICK SD 80S	MOTOR VEHICLE	
			AMENDMENT: 07112219097		STATUS:CURRENT
0032	43760068324	2000	SELLICK SD 80A	MOTOR VEHICLE	
			AMENDMENT: 07112219097		STATUS:CURRENT
0033	RT804ND4RT01189	2001	EAGLE PICHER RT 80	MOTOR VEHICLE	
			AMENDMENT: 07112219097		STATUS:CURRENT
0034	5DP10067	2004	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112219097		STATUS:CURRENT

GENERAL COLLATERAL DETAILS

BLOCK	DESCRIPTION	
0001	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;	STATUS:CURRENT
0002	THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED	STATUS:CURRENT
0003	CREDIT AGREEMENT.	STATUS:CURRENT

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915143 TYPE: SECURITY AGREEMENT

(CONTINUED)

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915192 TYPE: LAND CHARGE
REGISTRATION DATE: 19 OCT 2007 EXPIRY DATE: INFINITY
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031790 AMENDMENT 30 OCT 2007 REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0002 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031790
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101915192 TYPE: LAND CHARGE

(CONTINUED)
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: 11:59 PM ON 18 OCT 2014
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031568	AMENDMENT	30 OCT 2007	REMOTE REGISTRATION
07112218735	AMENDMENT	22 NOV 2007	REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 3RD ST. SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031568
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0001	1FDAF57F22EC77583	2002	FORD F550 BOOM TRUCK	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0002	10WPAEH26YW029587	2000	CLASSIC TRAILER-CARGO	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0003	2V9US21447C010073	2005	VAN EYL TRAILERS-SIGN	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0004	2V9US211185C007982	2007	VAN EYL TRAILERS-SIGN	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0005	WVWSP21J13W427275	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0006	WVWSP21J23W433375	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0007	WVWSP21J43W441977	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0008	WVWSP21J53W528741	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0009	WVWSP21J83W482483	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0010	2D4GP24R55R300387	2005	DODGE-GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0011	WVWAK73CX6E047898	2006	VOLKSWAGON PASSAT	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0012	607217	1988	JCB 930 FORKLIFT	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0013	1GTHK33D97F108136	2007	GMC SIERRA 3500	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0014	2B4GP44R8XR382012	1999	DODGE GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0015	1D7HW48N85S255098	2005	DODGE DAKOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0016	1B7GL23X9VS148234	1997	DODGE DAKOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0017	1FTPW14547FA21031	2007	FORD F100/F150 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0018	1FTNW21F82EB34960	2002	FORD PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0019	1FTEF25Y5PLA45975	1993	FORD F250 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0020	1GCCS14B6F2255208	1985	CHEVROLET S10 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0021	1FTPW14587FA25941	2007	FORD F150	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0022	4Z1GF253865001645	2006	TRAILER	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0023	2CUL2TJ9842015016	2004	TRAIL TECH	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0024	1R9RF10131P000843	2001	RINGO TRAILER	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0025	31A01901	1990	CATERPILLER RC-60	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0026	MAR95J16P121226	1995	LULL 844B HIGHLANDER	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0027	661589	1997	JCB 940	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0028	2734606652	1997	SELLICK SG60	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY	
0029	5DP00099	1997	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0030	662311	1997	JCB 930	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0031	44720098324	2000	SELLICK SD80S	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0032	43760068324	2000	SELLICK SD80A	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0033	RT804ND4RT01189	2001	EAGEL PICHER RT 80	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0034	5DP10067	2004	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT

GENERAL COLLATERAL DETAILS

BLOCK	DESCRIPTION	
0001	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;	STATUS:CURRENT
0002	THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.	STATUS:CURRENT

PARTICULARS DETAILS

BLOCK		
0001	ADDITIONAL INFORMATION	STATUS:CURRENT
	COMPLETE SECURED PARTY DETAILS:	

PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830615 TYPE: LAND CHARGE
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: INFINITY
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031592 AMENDMENT 30 OCT 2007 REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 3RD ST. SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031592
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830615 TYPE: LAND CHARGE

(CONTINUED)

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: 11:59 PM ON 18 OCT 2014
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031600	AMENDMENT	30 OCT 2007	REMOTE REGISTRATION
07112218776	AMENDMENT	22 NOV 2007	REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 3RD ST. SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031600
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0001	1FDAF57F22EC77583	2002	FORD F550 BOOM TRUCK	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0002	10WPAEH26YW029587	2000	CLASSIC TRAILER-CARGO	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0003	2V9US21447C010073	2005	VAN EYL TRAILER-SIGN	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0004	2V9US211185C007982	2007	VAN EYL TRAILER-SIGN	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0005	WVWSP21J13W427275	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0006	WVWSP21J23W433375	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0007	WVWSP21J43W441977	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0008	WVWSP21J53W528741	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0009	WVWSP21J83W482483	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0010	2D4GP24R55R300387	2005	DODGE CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0011	WVWAK73CX6E047898	2006	VOLKSWAGON PASSAT	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0012	607217	1988	JCB 930 FORKLIFT	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0013	1GTHK33D97F108136	2007	GMC SIERRA 3500	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0014	2B4GP44R8XR382012	1999	DODGE CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY	
0015	1D7HW48N85S255098	2005	DODGE DAKOTA PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0016	1B7GL23X9VS148234	1997	DODGE DAKPOTA PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0017	1FTPW14547FA21031	2007	FORD F100/F150 PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0018	1FTNW21F82EB34960	2002	FORD PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0019	1FTEF25Y5PLA45975	1992	FORD F250 PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0020	1GCCS14B6F2255208	1985	CHEVROLET S10 PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0021	1FTPW14587FA25941	2007	FORD F150	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0022	4Z1GF253865001645	2006	TRAILER	TRAILER	
			AMENDMENT: 07112218776		STATUS:CURRENT
0023	2CUL2TJ9842015016	2004	TRAIL TECH	TRAILER	
			AMENDMENT: 07112218776		STATUS:CURRENT
0024	1R9RF10131P000843	2001	RINGO TRAILER	TRAILER	
			AMENDMENT: 07112218776		STATUS:CURRENT
0025	31A01901	1990	CATERPILLER RC 60	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0026	MAR95J16P121226	1995	LULL 844B HIGHLANDER	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0027	661589	1997	JCB 940	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0028	2734606652	1997	SELLICK SG60	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY	
0029	5DP00099	1997	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0030	662311	1997	JCB 930	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0031	44720098324	2000	SELLICK SD80S	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0032	43760068324	2000	SELLICK SD80A	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0033	RT804ND4RT01189	2001	EAGLE PICHER RT80	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0034	5DP10067	2004	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT

GENERAL COLLATERAL DETAILS

BLOCK	DESCRIPTION	
0001	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;	STATUS:CURRENT
0002	THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED	STATUS:CURRENT
0003	CREDIT AGREEMENT.	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101831068 TYPE: LAND CHARGE
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: INFINITY
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031618 AMENDMENT 30 OCT 2007 REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 - 3RD ST SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031618
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0003
REGISTRATION NUMBER: 07101831068 TYPE: LAND CHARGE

(CONTINUED)

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915002 TYPE: SECURITY AGREEMENT
REGISTRATION DATE: 19 OCT 2007 EXPIRY DATE: 11:59 PM ON 19 OCT 2014
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031634	AMENDMENT	30 OCT 2007	REMOTE REGISTRATION
07112218958	AMENDMENT	22 NOV 2007	REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0002 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031634
SASKTAOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915002 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0001	1FDAF57F22EC77583	2002	FORD F550 BOOM TRUCK	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0002	10WPAEH26YW029587	2000	CLASSIC CARGO TRAILER	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0003	2V9US21447C010073	2005	VAN EYL SIGN TRAILER	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0004	2V9US211185C007982	2007	VAN EYL SIGN TRAILER	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0005	WVWSP21J13W427275	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0006	WVWSP21J23W433375	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0007	WVWSP21J43W441977	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0008	WVWSP21J53W528741	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0009	WVWSP21J83W482483	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0010	2D4GP24R55R300387	2005	DODGE GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0011	WVWAK73CX6E047898	2006	VOLKSWAGON PASSAT	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0012	607217	1988	JCB 930 FORKLIFT	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0013	1GTHK33D97F108136	2007	GMC SIERRA 3500 SERIES	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0014	2B4GP44R8XR382012	1999	DODGE GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915002 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0015	1D7HW48N85S255098	2005	DODGE DAKOTA PICKUP	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0016	1B7GL23X9VS148234	1997	DODGE DAKOTA PICKUP	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0017	1FTPW14547FA21031	2007	FORD F100/F150 SERIES	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0018	1FTNW21F82EB34960	2002	FORD PICKUP	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0019	1FTEF25Y5PLA45975	1993	FORD F250 SERIES PICKUP	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0020	1GCCS14B6F2255208	1985	CHEVROLET S10 PICKUP	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0021	1FTPW14587FA25941	2007	FORD F150	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0022	4Z1GF253865001645	2006	TRAILER	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0023	2CUL2TJ9842015016	2004	TRAILTECH	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0024	1R9RF10131P000843	2001	RINGO TRL	TRAILER
			AMENDMENT: 07112218958	STATUS:CURRENT
0025	31A01901	1990	CATERPILLER RC-60	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0026	MAR95J16P121226	1995	LULL 844B HIGHLANDER	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0027	661589	1997	JCB-940	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT
0028	2734606652	1997	SELLICK SG60	MOTOR VEHICLE
			AMENDMENT: 07112218958	STATUS:CURRENT

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915002 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY	
0029	5DP00099	1997	CAT DP-135	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT
0030	662311	1997	JCB-930	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT
0031	44720098324	2000	SELLICK SD80S	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT
0032	43760068324	2000	SELLICK SD80A	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT
0033	RT804ND4RT01189	2001	EAGLE PICHER TR-80	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT
0034	5DP10067	2004	CAT DP-135	MOTOR VEHICLE	
			AMENDMENT: 07112218958		STATUS:CURRENT

GENERAL COLLATERAL DETAILS

BLOCK	DESCRIPTION	
0001	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;	STATUS:CURRENT
0002	THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.	STATUS:CURRENT

PARTICULARS DETAILS

BLOCK		
0001	ADDITIONAL INFORMATION	STATUS:CURRENT
	COMPLETE SECURED PARTY DETAILS:	

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915002 TYPE: SECURITY AGREEMENT

(CONTINUED)
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRTIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915077 TYPE: LAND CHARGE
REGISTRATION DATE: 19 OCT 2007 EXPIRY DATE: INFINITY
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031675 AMENDMENT 30 OCT 2007 REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0002 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031675
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915077 TYPE: LAND CHARGE

(CONTINUED)
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915143 TYPE: SECURITY AGREEMENT
REGISTRATION DATE: 19 OCT 2007 EXPIRY DATE: 11:59 PM ON 19 OCT 2014
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031733	AMENDMENT	30 OCT 2007	REMOTE REGISTRATION
07112219097	AMENDMENT	22 NOV 2007	REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0002 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031733
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915143 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0001	1FDAF57F22EC77583	2002	FORD F550 BOOM TRUCK	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0002	10WPAEH26YW029587	2000	CLASSIC TRAILER- CARGO	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0003	2V9US21447C010073	2005	VAN EYL TRAILER-SIGN	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0004	2V9US211185C007982	2007	VAN EYL TRAILER-SIGN	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0005	WVWSP21J13W427275	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0006	WVWSP21J23W433375	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0007	WVWSP21J43W441977	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0008	WVWSP21J53W528741	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0009	WVWSP21J83W482483	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0010	2D4GP24R55R300387	2005	DODGE GRANDE CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0011	WVWAK73CX6E047898	2006	VOLKSWAGON PASSAT	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0012	607217	1988	JCB 930 FORKLIFT	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0013	1GTHK33D97F108136	2007	GMC SIERRA 3500	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0014	2B4GP44R8XR382012	1999	DODGE GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915143 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0015	1D7HW48N85S255098	2005	DODGE DAKOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0016	1B7GL23X9VS148234	1997	DODGE DAKOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0017	1FTPW14547FA21031	2007	FORD F100/F150	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0018	1FTNW21F82EB34960	2002	FORD PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0019	1FTEF25Y5PLA45975	1993	FORD F250 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0020	1GCCS14B6F2255208	1985	CHEVROLET S10 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0021	1FTPW14587FA25941	2007	FORD F150	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0022	4Z1GF253865001645	2006	TRAILER	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0023	2CUL2TJ9842015016	2004	TRAIL TECH	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0024	1R9RF10131P000843	2001	RINGO TRAILER	TRAILER
			AMENDMENT: 07112219097	STATUS:CURRENT
0025	31A01901	1990	CATERPILLER RC-60	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0026	MAR95J16P121226	1995	LULL 844B HIGHLAND	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0027	661589	1997	JCB 940	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0028	2734606652	1997	SELLICK SG60	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915143 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0029	5DP00099	1997	CAT DP 135	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0030	662311	1997	JCB930	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0031	44720098324	2000	SELLICK SD 80S	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0032	43760068324	2000	SELLICK SD 80A	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0033	RT804ND4RT01189	2001	EAGLE PICHER RT 80	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT
0034	5DP10067	2004	CAT DP 135	MOTOR VEHICLE
			AMENDMENT: 07112219097	STATUS:CURRENT

GENERAL COLLATERAL DETAILS

BLOCK	DESCRIPTION	
0001	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;	STATUS:CURRENT
0002	THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED	STATUS:CURRENT
0003	CREDIT AGREEMENT.	STATUS:CURRENT

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915143 TYPE: SECURITY AGREEMENT

(CONTINUED)

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915192 TYPE: LAND CHARGE
REGISTRATION DATE: 19 OCT 2007 EXPIRY DATE: INFINITY
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031790 AMENDMENT 30 OCT 2007 REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0002 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031790
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:

PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: COVER-ALL BUILDING SYSTEMS INC.

SEARCH ID #: X0347440
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:57:14

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101915192 TYPE: LAND CHARGE

(CONTINUED)
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

*** RESULT COMPLETE ***

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BORDEN LADNER GERVAIS LLP
1000 CANTERRA TWR 400 THIRD AVE S W
CALGARY AB T2P 4H2

FAX: 403-266-1395
REF.: 500007-5360

BUSINESS DEBTOR SEARCH

FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410

DATE OF SEARCH: 22 NOV 2007
TIME OF SEARCH: 13:52:06

SEARCH RESPONSE: REMOTE PRINT

*** SELECTED REGISTRATIONS FOLLOW ***

****
* A COMPLETE SEARCH MAY RESULT IN A REPORT OF EXACT AND INEXACT MATCHES *
* BE SURE TO READ THE REPORTS CAREFULLY *
****

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: 11:59 PM ON 18 OCT 2014
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031568	AMENDMENT	30 OCT 2007	REMOTE REGISTRATION
07112218735	AMENDMENT	22 NOV 2007	REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 3RD ST. SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031568
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0001	1FDAF57F22EC77583	2002	FORD F550 BOOM TRUCK	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0002	10WPAEH26YW029587	2000	CLASSIC TRAILER-CARGO	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0003	2V9US21447C010073	2005	VAN EYL TRAILERS-SIGN	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0004	2V9US211185C007982	2007	VAN EYL TRAILERS-SIGN	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0005	WVWSP21J13W427275	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0006	WVWSP21J23W433375	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0007	WVWSP21J43W441977	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0008	WVWSP21J53W528741	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0009	WVWSP21J83W482483	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0010	2D4GP24R55R300387	2005	DODGE-GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0011	WVWAK73CX6E047898	2006	VOLKSWAGON PASSAT	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0012	607217	1988	JCB 930 FORKLIFT	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0013	1GTHK33D97F108136	2007	GMC SIERRA 3500	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0014	2B4GP44R8XR382012	1999	DODGE GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0015	1D7HW48N85S255098	2005	DODGE DAKOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0016	1B7GL23X9VS148234	1997	DODGE DAKOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0017	1FTPW14547FA21031	2007	FORD F100/F150 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0018	1FTNW21F82EB34960	2002	FORD PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0019	1FTEF25Y5PLA45975	1993	FORD F250 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0020	1GCCS14B6F2255208	1985	CHEVROLET S10 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0021	1FTPW14587FA25941	2007	FORD F150	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0022	4Z1GF253865001645	2006	TRAILER	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0023	2CUL2TJ9842015016	2004	TRAIL TECH	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0024	1R9RF10131P000843	2001	RINGO TRAILER	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0025	31A01901	1990	CATERPILLER RC-60	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0026	MAR95J16P121226	1995	LULL 844B HIGHLANDER	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0027	661589	1997	JCB 940	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0028	2734606652	1997	SELLICK SG60	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0029	5DP00099	1997	CAT DP 135	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0030	662311	1997	JCB 930	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0031	44720098324	2000	SELLICK SD80S	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0032	43760068324	2000	SELLICK SD80A	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0033	RT804ND4RT01189	2001	EAGEL PICHER RT 80	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0034	5DP10067	2004	CAT DP 135	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT

GENERAL COLLATERAL DETAILS

BLOCK	DESCRIPTION	
0001	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;	STATUS:CURRENT
0002	THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.	STATUS:CURRENT

PARTICULARS DETAILS

BLOCK		
0001	ADDITIONAL INFORMATION COMPLETE SECURED PARTY DETAILS:	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830615 TYPE: LAND CHARGE
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: INFINITY
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031592 AMENDMENT 30 OCT 2007 REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 3RD ST. SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031592
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830615 TYPE: LAND CHARGE

(CONTINUED)

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: 11:59 PM ON 18 OCT 2014
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031600	AMENDMENT	30 OCT 2007	REMOTE REGISTRATION
07112218776	AMENDMENT	22 NOV 2007	REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 3RD ST. SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031600
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY	
0001	1FDAF57F22EC77583	2002	FORD F550 BOOM TRUCK	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0002	10WPAEH26YW029587	2000	CLASSIC TRAILER-CARGO	TRAILER	
			AMENDMENT: 07112218776		STATUS:CURRENT
0003	2V9US21447C010073	2005	VAN EYL TRAILER-SIGN	TRAILER	
			AMENDMENT: 07112218776		STATUS:CURRENT
0004	2V9US211185C007982	2007	VAN EYL TRAILER-SIGN	TRAILER	
			AMENDMENT: 07112218776		STATUS:CURRENT
0005	WVWSP21J13W427275	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0006	WVWSP21J23W433375	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0007	WVWSP21J43W441977	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0008	WVWSP21J53W528741	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0009	WVWSP21J83W482483	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0010	2D4GP24R55R300387	2005	DODGE CARAVAN	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0011	WVWAK73CX6E047898	2006	VOLKSWAGON PASSAT	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0012	607217	1988	JCB 930 FORKLIFT	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0013	1GTHK33D97F108136	2007	GMC SIERRA 3500	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0014	2B4GP44R8XR382012	1999	DODGE CARAVAN	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0015	1D7HW48N85S255098	2005	DODGE DAKOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0016	1B7GL23X9VS148234	1997	DODGE DAKPOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0017	1FTPW14547FA21031	2007	FORD F100/F150 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0018	1FTNW21F82EB34960	2002	FORD PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0019	1FTEF25Y5PLA45975	1992	FORD F250 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0020	1GCCS14B6F2255208	1985	CHEVROLET S10 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0021	1FTPW14587FA25941	2007	FORD F150	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0022	4Z1GF253865001645	2006	TRAILER	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0023	2CUL2TJ9842015016	2004	TRAIL TECH	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0024	1R9RF10131P000843	2001	RINGO TRAILER	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0025	31A01901	1990	CATERPILLER RC 60	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0026	MAR95J16P121226	1995	LULL 844B HIGHLANDER	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0027	661589	1997	JCB 940	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0028	2734606652	1997	SELLICK SG60	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY	
0029	5DP00099	1997	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0030	662311	1997	JCB 930	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0031	44720098324	2000	SELLICK SD80S	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0032	43760068324	2000	SELLICK SD80A	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0033	RT804ND4RT01189	2001	EAGLE PICHER RT80	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0034	5DP10067	2004	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT

GENERAL COLLATERAL DETAILS

BLOCK	DESCRIPTION	
0001	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;	STATUS:CURRENT
0002	THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED	STATUS:CURRENT
0003	CREDIT AGREEMENT.	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101831068 TYPE: LAND CHARGE
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: INFINITY
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031618 AMENDMENT 30 OCT 2007 REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 - 3RD ST SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031618
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0001
REGISTRATION NUMBER: 07101831068 TYPE: LAND CHARGE

(CONTINUED)

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: 11:59 PM ON 18 OCT 2014
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031568	AMENDMENT	30 OCT 2007	REMOTE REGISTRATION
07112218735	AMENDMENT	22 NOV 2007	REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 3RD ST. SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031568
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0001	1FDAF57F22EC77583	2002	FORD F550 BOOM TRUCK	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0002	10WPAEH26YW029587	2000	CLASSIC TRAILER-CARGO	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0003	2V9US21447C010073	2005	VAN EYL TRAILERS-SIGN	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0004	2V9US211185C007982	2007	VAN EYL TRAILERS-SIGN	TRAILER
			AMENDMENT: 07112218735	STATUS:CURRENT
0005	WVWSP21J13W427275	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0006	WVWSP21J23W433375	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0007	WVWSP21J43W441977	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0008	WVWSP21J53W528741	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0009	WVWSP21J83W482483	2003	VOLKSWAGON-JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0010	2D4GP24R55R300387	2005	DODGE-GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0011	WVWAK73CX6E047898	2006	VOLKSWAGON PASSAT	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0012	607217	1988	JCB 930 FORKLIFT	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0013	1GTHK33D97F108136	2007	GMC SIERRA 3500	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT
0014	2B4GP44R8XR382012	1999	DODGE GRAND CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218735	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY	
0015	1D7HW48N85S255098	2005	DODGE DAKOTA PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0016	1B7GL23X9VS148234	1997	DODGE DAKOTA PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0017	1FTPW14547FA21031	2007	FORD F100/F150 PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0018	1FTNW21F82EB34960	2002	FORD PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0019	1FTEF25Y5PLA45975	1993	FORD F250 PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0020	1GCCS14B6F2255208	1985	CHEVROLET S10 PICK UP	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0021	1FTPW14587FA25941	2007	FORD F150	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0022	4Z1GF253865001645	2006	TRAILER	TRAILER	
			AMENDMENT: 07112218735		STATUS:CURRENT
0023	2CUL2TJ9842015016	2004	TRAIL TECH	TRAILER	
			AMENDMENT: 07112218735		STATUS:CURRENT
0024	1R9RF10131P000843	2001	RINGO TRAILER	TRAILER	
			AMENDMENT: 07112218735		STATUS:CURRENT
0025	31A01901	1990	CATERPILLER RC-60	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0026	MAR95J16P121226	1995	LULL 844B HIGHLANDER	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0027	661589	1997	JCB 940	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0028	2734606652	1997	SELLICK SG60	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY	
0029	5DP00099	1997	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0030	662311	1997	JCB 930	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0031	44720098324	2000	SELLICK SD80S	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0032	43760068324	2000	SELLICK SD80A	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0033	RT804ND4RT01189	2001	EAGEL PICHER RT 80	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT
0034	5DP10067	2004	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112218735		STATUS:CURRENT

GENERAL COLLATERAL DETAILS

BLOCK	DESCRIPTION	
0001	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;	STATUS:CURRENT
0002	THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.	STATUS:CURRENT

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830458 TYPE: SECURITY AGREEMENT

(CONTINUED)
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830615 TYPE: LAND CHARGE
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: INFINITY
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031592 AMENDMENT 30 OCT 2007 REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 3RD ST. SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031592
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830615 TYPE: LAND CHARGE

(CONTINUED)

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: 11:59 PM ON 18 OCT 2014
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031600	AMENDMENT	30 OCT 2007	REMOTE REGISTRATION
07112218776	AMENDMENT	22 NOV 2007	REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 3RD ST. SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031600
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0001	1FDAF57F22EC77583	2002	FORD F550 BOOM TRUCK	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0002	10WPAEH26YW029587	2000	CLASSIC TRAILER-CARGO	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0003	2V9US21447C010073	2005	VAN EYL TRAILER-SIGN	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0004	2V9US211185C007982	2007	VAN EYL TRAILER-SIGN	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0005	WVWSP21J13W427275	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0006	WVWSP21J23W433375	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0007	WVWSP21J43W441977	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0008	WVWSP21J53W528741	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0009	WVWSP21J83W482483	2003	VOLKSWAGON JETTA WAGON	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0010	2D4GP24R55R300387	2005	DODGE CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0011	WVWAK73CX6E047898	2006	VOLKSWAGON PASSAT	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0012	607217	1988	JCB 930 FORKLIFT	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0013	1GTHK33D97F108136	2007	GMC SIERRA 3500	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0014	2B4GP44R8XR382012	1999	DODGE CARAVAN	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY
0015	1D7HW48N85S255098	2005	DODGE DAKOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0016	1B7GL23X9VS148234	1997	DODGE DAKPOTA PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0017	1FTPW14547FA21031	2007	FORD F100/F150 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0018	1FTNW21F82EB34960	2002	FORD PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0019	1FTEF25Y5PLA45975	1992	FORD F250 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0020	1GCCS14B6F2255208	1985	CHEVROLET S10 PICK UP	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0021	1FTPW14587FA25941	2007	FORD F150	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0022	4Z1GF253865001645	2006	TRAILER	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0023	2CUL2TJ9842015016	2004	TRAIL TECH	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0024	1R9RF10131P000843	2001	RINGO TRAILER	TRAILER
			AMENDMENT: 07112218776	STATUS:CURRENT
0025	31A01901	1990	CATERPILLER RC 60	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0026	MAR95J16P121226	1995	LULL 844B HIGHLANDER	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0027	661589	1997	JCB 940	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT
0028	2734606652	1997	SELLICK SG60	MOTOR VEHICLE
			AMENDMENT: 07112218776	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

COLLATERAL: SERIAL NUMBER GOODS

BLOCK	SERIAL NUMBER	YEAR	MAKE AND MODEL	CATEGORY	
0029	5DP00099	1997	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0030	662311	1997	JCB 930	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0031	44720098324	2000	SELLICK SD80S	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0032	43760068324	2000	SELLICK SD80A	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0033	RT804ND4RT01189	2001	EAGLE PICHER RT80	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT
0034	5DP10067	2004	CAT DP 135	MOTOR VEHICLE	
			AMENDMENT: 07112218776		STATUS:CURRENT

GENERAL COLLATERAL DETAILS

BLOCK	DESCRIPTION	
0001	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;	STATUS:CURRENT
0002	THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED	STATUS:CURRENT
0003	CREDIT AGREEMENT.	STATUS:CURRENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101830995 TYPE: SECURITY AGREEMENT

(CONTINUED)

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101831068 TYPE: LAND CHARGE
REGISTRATION DATE: 18 OCT 2007 EXPIRY DATE: INFINITY
REGISTRATION STATUS: CURRENT REMOTE REGISTRATION

AMENDMENTS TO REGISTRATION

07103031618 AMENDMENT 30 OCT 2007 REMOTE REGISTRATION

DEBTOR DETAILS

BLOCK

0001 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 4300 BANKERS HALL WEST, 888 - 3RD ST SW
CALGARY AB T2P 5C5

0002 NAME: 1353537 ALBERTA LTD. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD
SASKATOON SK S7P 1A4

0003 NAME: COVER-ALL BUILDING SYSTEMS INC. STATUS:CURRENT
ADDR: 3815 WANUSKEWIN ROAD AMENDMENT: 07103031618
SASKATOON SK S7P 1A4

SECURED PARTY DETAILS

BLOCK

0001 NAME: CANADIAN IMPERIAL BANK OF COMMERCE STATUS:CURRENT
ADDR: 595 BAY STREET, 5TH FLOOR
TORONTO ON M5G 2C2

ALBERTA REGISTRIES
PERSONAL PROPERTY REGISTRY
P.O. BOX 2022
EDMONTON, ALBERTA
T5J 4M5

S E A R C H R E S U L T

BUSINESS DEBTOR SEARCH
FOR: 1353537 ALBERTA LTD.

SEARCH ID #: X0347410
DATE OF SEARCH: 22 NOV 2007 TIME OF SEARCH: 13:52:06

EXACT MATCH ON: DEBTOR NO. 0002
REGISTRATION NUMBER: 07101831068 TYPE: LAND CHARGE

(CONTINUED)

PARTICULARS DETAILS

BLOCK

0001 ADDITIONAL INFORMATION STATUS:CURRENT
COMPLETE SECURED PARTY DETAILS:
CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT

*** RESULT COMPLETE ***

G

EXHIBIT G

This is the Exhibit marked "G" referred to in the Affidavit of John McMurray sworn before me this 20th day of April, 2010.

Notary Public in and for the Province of Ontario

Saskatchewan
Personal Property Registry
Search Result

Searching Party: BALFOUR MOSS
Search Date: 19-Oct-2007 11:19:40
Search Type: Standard

Search #: 200324653
Client Reference: 42100041 MG
Control #:

Search Criteria
Search By: Business Debtor Name

Business Name
Cover-All Building Systems Inc.

The following list displays all matches & indicates the ones that were selected.
30 Registration(s) Found: Exacts (16) - Similars (14)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	118487411	COVER-ALL BUILDING SYSTEMS INC.	
Yes	Exact	118901546	COVER-ALL BUILDING SYSTEMS INC.	
Yes	Exact	120685978	COVER-ALL BUILDING SYSTEMS INC.	
Yes	Exact	120971727	COVER-ALL BUILDING SYSTEMS INC.	
Yes	Exact	122150131	COVER-ALL BUILDING SYSTEMS INC.	
Yes	Exact	122486516	COVER-ALL BUILDING SYSTEMS INC.	
Yes	Exact	122486566	COVER-ALL BUILDING SYSTEMS INC.	
Yes	Exact	122513729	COVER-ALL BUILDING SYSTEMS INC.	
Yes	Exact	122513779	COVER-ALL BUILDING SYSTEMS INC.	
Yes	Exact	300046755	Cover-All Building Systems Inc.	Saskatoon
Yes	Exact	300077775	COVER-ALL BUILDING SYSTEMS INC.	SASKATOON
Yes	Exact	300119793	COVER-ALL BUILDING SYSTEMS INC.	Saskatoon
Yes	Exact	300158095	COVER-ALL BUILDING SYSTEMS INC.	SASKATOON
Yes	Exact	300161744	COVER-ALL BUILDING SYSTEMS INC.	SASKATOON
Yes	Exact	300237595	Cover-All Building Systems Inc.	Saskatoon
Yes	Exact	300237601	Cover-All Building Systems Inc.	Saskatoon
Yes	Similar	122315676	COVER ALL BUILDING SYSTEMS INC	
Yes	Similar	114479610	COVER-ALL BUILDING SYSTEMS	
Yes	Similar	116005653	COVER-ALL BUILDING SYSTEMS	
Yes	Similar	121148385	COVER-ALL BUILDING SYSTEMS	
Yes	Similar	121148416	COVER-ALL BUILDING SYSTEMS	
Yes	Similar	117448278	COVER-ALL BUILDING SYSTEMS INC	
Yes	Similar	122315676	COVER-ALL BUILDING SYSTEMS INC	
No	Similar	122464459	COVER-ALL BUILDING SYSTEMS OF NEW YORK, INC.	
No	Similar	122488429	COVER-ALL BUILDING SYSTEMS OF ONTARIO	
No	Similar	122488445	COVER-ALL BUILDING SYSTEMS OF ONTARIO	
No	Similar	122464483	COVER-ALL BUILDING SYSTEMS OF ONTARIO INC.	
No	Similar	300046783	Cover-All Building Systems of Ontario Inc.	Saskatoon
Yes	Similar	300119793	COVER-ALL BUILDING SYSTEMS, INC.	Saskatoon

Saskatchewan
Personal Property Registry
Search Result

Selected	Match	Registration #	Debtor Name	City
Yes	Similar	119141254	COVERALL BUILDING SYSTEMS INC.	

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 26-Aug-2002 12:07:35

Registration #: 118487411
Expiry Date: 26-Aug-2012

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 102795788 - 1
Entity Type: Business
Name: ST. PAUL GUARANTEE INSURANCE COMPANY

Address: PO BOX 284
77 KING STREET WEST, 34TH FLOOR -> TORONTO, -> ONTARIO
M5K1K2
Other

Secured Party

Item #: 1
Party ID: 102312987 - 1
Entity Type: Business
Name: ST. PAUL GUARANTEE INSURANCE COMPANY

Address: 77 KING STREET WEST, 34TH FLOOR, BOX 284
TORONTO, -> ONTARIO
M5K1K2
Other

Debtor Party

***Item #:** 1
Party ID: 102312991 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON, -> SASKATCHEWAN
S7P1A4
Other

General Property

A SECURITY INTEREST IS TAKEN AGAINST ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 26-Aug-2002 12:07:35

Registration #: 118487411
Transaction #: 1
Expiry Date: 26-Aug-2012

Event Type: Setup
Transaction Reason: Regular

Registrant

Party ID: 102312986 - 1
Entity Type: Business
Name: LONDON GUARANTEE INSURANCE COMPANY

Address: SUITE 2500-650 WEST GEORGIA STREET
VANCOUVER, -> B.C.
V6B4N7
Other

Secured Party

Item #: 1
Party ID: 102312986 - 1
Entity Type: Business
Name: LONDON GUARANTEE INSURANCE COMPANY

Address: SUITE 2500-650 WEST GEORGIA STREET
VANCOUVER, -> B.C.
V6B4N7
Other

Saskatchewan
Personal Property Registry
Search Result

Debtor Party

Item #:	1	**Address:**	3815 WANUSKEWIN ROAD
Party ID:	102312991 - 1		SASKATOON, -> SASKATCHEWAN
Entity Type:	Business		S7P1A4
Name:	COVER-ALL BUILDING SYSTEMS INC.		Other

General Property

A SECURITY INTEREST IS TAKEN AGAINST ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

History - Amendment

Amendment Date: 07-Jun-2005 16:00:32

Registration #: 118487411
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	102795788 - 1	**Address:**	PO BOX 284
Entity Type:	Business		77 KING STREET WEST, 34TH FLOOR ->
Name:	ST. PAUL GUARANTEE INSURANCE COMPANY		TORONTO, -> ONTARIO
			M5K1K2
			Other

Secured Party

Action:	Update	**Address:**	77 KING STREET WEST, 34TH FLOOR, BOX 284
Item #:	1		TORONTO, -> ONTARIO
Party ID:	102312987 - 1		M5K1K2
Entity Type:	Business		Other
Name:	ST. PAUL GUARANTEE INSURANCE COMPANY		

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 18-Dec-2002 11:42:22

Registration #: 118901546
Expiry Date: 18-Dec-2009

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100817442 - 33
Entity Type: Business
Name: CANADIAN SECURITIES REGISTRATION SYSTEMS

Address: 4126 NORLAND AVENUE
BURNABY -> BRITISH COLUMBIA
V5G3S8
Other

Secured Party

Item #: 1
Party ID: 102153487 - 1
Entity Type: Business
Name: THE BANK OF NOVA SCOTIA

Address: BOX 1448 111-2ND AVENUE SOUTH
SASKATOON -> SK
S7K3R1
Other

Debtor Party

***Item #:** 1
Party ID: 102369746 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SK
S7P1A4
Other

General Property

SCOTIA LEASINGLEASE-FIXED RATE 20KW TDW MACHINE - 1 TRAVELLING RF WELDER, 20KW RF COOLING POWER, ACCORDING TO VDE871-C MAXIMUM WELDING AREA, 800CM2 OF PVC OR PU PER CYCLE MAXIMUM PRESS FORCE, 1500KG AT 110PSI LINE PRESSURE. FEATURES INCLUDED - 3PH, AC DRIVE MOTOR W/ CLOSED LOOP CONTROL FOR FAST TRAVEL - RF LEAKAGE CONTROL BY GROUNDING FOOT BEHIND SEALING BAR - VARIABLE SPEED JOYSTICK FOR QUICK MACHINE POSITIONING - PNEUMATICALLY CONTROLLED SEALING BAR WITH HAND CRUSH PROTECTION - PROGRAMMABLE DIGITAL PRESSURE CONTROL - ADVANCED COMPUTER, WITH AUTOMATIC POWER TUNING CIRCUIT - 400 PRE-SET PROGRAMS AND MORE - SOLID-STATE ARO-SUPPRESSOR FOR QUICK INTERRUPTION OF RF - QUICK BAR CHANGE SYSTEM, PNEUMATICALLY OPERATED - DEEP THROAT, 750MMM FROM SEALING BAR TO BACK OF TROUGH - LEG GUARD SAFETY SYSTEM - 3 INCH ADJUSTMENT ON ALL LEGS FRONT AND BACK OPTION INCLUDED - 1 SEALING BAR WITH QUICK CHANGE FEATURE 1830 X 25MM (72 X 1 INCH), SOFT - 1 SEALING BAR WITH QUICK CHANGE FEATURE 1800 X 50MM (63 X 2 INCH), SOFT - 1 SEALING BAR WITH QUICK CHANGE FEATURE 1830 X 38MM (72 X 1.5 IN), ENGRAVED - 1 SLINKY BAR WITH QUICK CHANGE FEATURE, SIZE TO DETERMINED - 1 SEALING BAR WITH QUICK CHANGE FEATURE 1700 X 38 MM (67 X 1.5 IN), FOR WELDING PE - 1 SEALING BAR HOLDER, 1830MM (72 IN) WITH THERMOSTATICALLY CONTROLLED (OIL-TEMPERED) COOLING/HEATING SYSTEM - 49M TABLE, 1250MM WIDE (16FT X 4 FT), TROUGH, 450 X 450MM (1.5 X 1.5FT)CABLE TRACK AND RAIL WITH FRONT SAFETY COVERS, 48M(15FT) SEALABLE TABLE LENGTH - 49M VACUUM SYSTEM, 4 VACUUM PUMPS, 2 VACUUM LINES WITH ON/OFF BUTTONS/3M - 1 LASER LINE GENERATOR WITH MOUNTING BRACKET - 1 LENGTH OPTIMEZER WITH AUTO RETURN - 1 COMPUTER CONNECTION, RS485 PORT - 1 DATA LOGGING/CONTROL SOFTWARE - 1 TRANSFORMERR - 49M KEDER GUIDE - 2 ROLLERS AT THE END OF TABLE - 1 TRAVELLING RF WELDER 20-TDW WITH 49 METER TABLE ANY ATTACHMENTS, ACCESSORIES, REPAIR OR REPLACEMENT PARTS AND OTHER PERSONAL OR MOVEABLE PROPERTY PLACED ON OR ADDED TO THE LEASED PROPERTY.

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 22-Apr-2004 11:51:32

Registration #: 120685978
Expiry Date: 22-Apr-2009

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100817442 - 33
Entity Type: Business
Name: CANADIAN SECURITIES REGISTRATION SYSTEMS

Address: 4126 NORLAND AVENUE
BURNABY -> BRITISH COLUMBIA
V5G3S8
Other

Secured Party

Item #: 1
Party ID: 102059550 - 1
Entity Type: Business
Name: BANK OF NOVA SCOTIA

Address: 111 2ND AVENUE SOUTH
SASKATOON -> SK
S7K1K6
Other

Debtor Party

***Item #:** 1
Party ID: 102369746 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SK
S7P1A4
Other

Serial Property

Item #: 1
Serial Type: Other
Serial #: SG350PN0J2
Override: No

Year:
Make/Desc.: HP 2848 SWITCH 48-PORT
Model:
Color:

Item #: 2
Serial Type: Other
Serial #: SG350PN0HW
Override: No

Year:
Make/Desc.: HP 2848 SWITCH 48-PORT
Model:
Color:

Item #: 3
Serial Type: Other
Serial #: SG350PN0IX
Override: No

Year:
Make/Desc.: HP 2848 SWITCH 48-PORT
Model:
Color:

Item #: 4
Serial Type: Other
Serial #: LXT280E001405017B3M000
Override: No

Year:
Make/Desc.: ACER CENTRINO TMC301XCI 1.5GH
Model:
Color:

Item #: 5
Serial Type: Other
Serial #: NB15H9NWC08425
Override: No

Year:
Make/Desc.: SYNCMASTER 150N 15IN TFT
Model:
Color:

Item #: 6
Serial Type: Other
Serial #: V4002832
Override: No

Year:
Make/Desc.: TOUCH BLK CORP. P4 2.8/25
Model:
Color:

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Item #:	7	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002836	**Model:**	
Override:	No	**Color:**	
Item #:	8	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002838	**Model:**	
Override:	No	**Color:**	
Item #:	9	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002843	**Model:**	
Override:	No	**Color:**	
Item #:	10	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002845	**Model:**	
Override:	No	**Color:**	
Item #:	11	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002847	**Model:**	
Override:	No	**Color:**	
Item #:	12	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002849	**Model:**	
Override:	No	**Color:**	
Item #:	13	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002835	**Model:**	
Override:	No	**Color:**	
Item #:	14	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002837	**Model:**	
Override:	No	**Color:**	
Item #:	15	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002841	**Model:**	
Override:	No	**Color:**	
Item #:	16	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002844	**Model:**	
Override:	No	**Color:**	
Item #:	17	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002846	**Model:**	
Override:	No	**Color:**	
Item #:	18	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002848	**Model:**	
Override:	No	**Color:**	
Item #:	19	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002850	**Model:**	
Override:	No	**Color:**	
Item #:	20	**Year:**	

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Serial Type: Other
Serial #: S4A0343P04705
Override: No
Make/Desc.: APC BATTERY FOR SU1400RM2U
Model:
Color:

Item #: 21
Serial Type: Other
Serial #: S4A0343P04994
Override: No
Year:
Make/Desc.: APC BATTERY FOR SU1400RM2U
Model:
Color:

Item #: 22
Serial Type: Other
Serial #: S4A0343P04993
Override: No
Year:
Make/Desc.: APC BATTERY FOR SU1400RM2U
Model:
Color:

Item #: 23
Serial Type: Other
Serial #: 113951760973
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 24
Serial Type: Other
Serial #: 113951760975
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 25
Serial Type: Other
Serial #: 113951760989
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 26
Serial Type: Other
Serial #: 113951760991
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 27
Serial Type: Other
Serial #: 113951760993
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 28
Serial Type: Other
Serial #: 113951777624
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 29
Serial Type: Other
Serial #: 113951777644
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 30
Serial Type: Other
Serial #: 113951777646
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 31
Serial Type: Other
Serial #: 113951803488
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 32
Serial Type: Other
Serial #: 113951803559
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 33
Serial Type: Other
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Serial #:	113951803561	**Model:**	
Override:	No	**Color:**	
Item #:	34	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975497	**Model:**	
Override:	No	**Color:**	
Item #:	35	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975517	**Model:**	
Override:	No	**Color:**	
Item #:	36	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975519	**Model:**	
Override:	No	**Color:**	
Item #:	37	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975545	**Model:**	
Override:	No	**Color:**	
Item #:	38	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951760974	**Model:**	
Override:	No	**Color:**	
Item #:	39	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951760988	**Model:**	
Override:	No	**Color:**	
Item #:	40	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	13951760990	**Model:**	
Override:	No	**Color:**	
Item #:	41	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951760992	**Model:**	
Override:	No	**Color:**	
Item #:	42	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951777623	**Model:**	
Override:	No	**Color:**	
Item #:	43	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951777625	**Model:**	
Override:	No	**Color:**	
Item #:	44	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951777645	**Model:**	
Override:	No	**Color:**	
Item #:	45	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951803487	**Model:**	
Override:	No	**Color:**	
Item #:	46	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951803489	**Model:**	

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Override: No

Item #: 47
Serial Type: Other
Serial #: 113951803560
Override: No
Color:
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 48
Serial Type: Other
Serial #: 113951975496
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 49
Serial Type: Other
Serial #: 113951975498
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 50
Serial Type: Other
Serial #: 113951975518
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 51
Serial Type: Other
Serial #: 113951975544
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 52
Serial Type: Other
Serial #: 113951975546
Override: No
Year:
Make/Desc.: 2003 MS OFFICE SM BUSINESS
Model:
Color:

Item #: 53
Serial Type: Other
Serial #: 00045455170434
Override: No
Year:
Make/Desc.: MS WINDOWS XP PRO SP1A
Model:
Color:

Item #: 54
Serial Type: Other
Serial #: 00045455170436
Override: No
Year:
Make/Desc.: MS WINDOWS XP PRO SP1A
Model:
Color:

Item #: 55
Serial Type: Other
Serial #: 00045455170438
Override: No
Year:
Make/Desc.: MS WINDOWS XP PRO SP1A
Model:
Color:

Item #: 56
Serial Type: Other
Serial #: 00045455170440
Override: No
Year:
Make/Desc.: MS WINDOWS XP PRO SP1A
Model:
Color:

Item #: 57
Serial Type: Other
Serial #: 00045455170450
Override: No
Year:
Make/Desc.: MS WINDOWS XP PRO SP1A
Model:
Color:

Item #: 58
Serial Type: Other
Serial #: 00045455170452
Override: No
Year:
Make/Desc.: MS WINDOWS XP PRO SP1A
Model:
Color:

Item #: 59
Serial Type: Other
Serial #: 00045455170435
Override: No
Year:
Make/Desc.: MS WINDOWS XP PRO SP1A
Model:
Color:

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Item #:	60	**Year:**	
Serial Type:	Other	**Make/Desc.:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170437	**Model:**	
Override:	No	**Color:**	
Item #:	61	**Year:**	
Serial Type:	Other	**Make/Desc.:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170439	**Model:**	
Override:	No	**Color:**	
Item #:	62	**Year:**	
Serial Type:	Other	**Make/Desc.:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170441	**Model:**	
Override:	No	**Color:**	
Item #:	63	**Year:**	
Serial Type:	Other	**Make/Desc.:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170451	**Model:**	
Override:	No	**Color:**	
Item #:	64	**Year:**	
Serial Type:	Other	**Make/Desc.:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170453	**Model:**	
Override:	No	**Color:**	
Item #:	65	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ATLAS 10K IV 73GB U320
Serial #:	B49J0EZMNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	66	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ATLAS 10K IV 73GB U320
Serial #:	B49M339MNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	67	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ATLAS 10K IV 73GB U320
Serial #:	B49P0GBMNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	68	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ATLAS 10K IV 73GB U320
Serial #:	B49L0J3MNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	69	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ATLAS 10K IV 73GB U320
Serial #:	B49N59PMNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	70	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ATLAS 10K IV 73GB U320
Serial #:	B4992GLMNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	71	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 1GB ECC 333MHZ PC2700
Serial #:	V419430	**Model:**	
Override:	No	**Color:**	
Item #:	72	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 1GB ECC 333MHZ PC2700
Serial #:	V419432	**Model:**	
Override:	No	**Color:**	
Item #:	73	**Year:**	

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Serial Property

Serial Type: Other
Serial #: V419434
Override: No
Make/Desc.: DDR 1GB ECC 333MHZ PC2700
Model:
Color:

Item #: 74
Serial Type: Other
Serial #: V419431
Override: No
Year:
Make/Desc.: DDR 1GB ECC 333MHZ PC2700
Model:
Color:

Item #: 75
Serial Type: Other
Serial #: V419433
Override: No
Year:
Make/Desc.: DDR 1GB ECC 333MHZ PC2700
Model:
Color:

Item #: 76
Serial Type: Other
Serial #: V419435
Override: No
Year:
Make/Desc.: DDR 1GB ECC 333MHZ PC2700
Model:
Color:

Item #: 77
Serial Type: Other
Serial #: LXT3206154402C016FM000
Override: No
Year:
Make/Desc.: ACER 252ELCI 40GB 256MB
Model:
Color:

Item #: 78
Serial Type: Other
Serial #: V4001964
Override: No
Year:
Make/Desc.: TOUCH BLK CORP 2.8/256M/40G
Model:
Color:

Item #: 79
Serial Type: Other
Serial #: V4001967
Override: No
Year:
Make/Desc.: TOUCH BLK CORP 2.8/256M/40G
Model:
Color:

Item #: 80
Serial Type: Other
Serial #: V4001969
Override: No
Year:
Make/Desc.: TOUCH BLK CORP 2.8/256M/40G
Model:
Color:

Item #: 81
Serial Type: Other
Serial #: V4002681
Override: No
Year:
Make/Desc.: TOUCH BLK CORP 2.8/256M/40G
Model:
Color:

Item #: 82
Serial Type: Other
Serial #: V4002683
Override: No
Year:
Make/Desc.: TOUCH BLK CORP 2.8/256M/40G
Model:
Color:

Item #: 83
Serial Type: Other
Serial #: V4002685
Override: No
Year:
Make/Desc.: TOUCH BLK CORP 2.8/256M/40G
Model:
Color:

Item #: 84
Serial Type: Other
Serial #: V4002687
Override: No
Year:
Make/Desc.: TOUCH BLK CORP 2.8/256M/40G
Model:
Color:

Item #: 85
Serial Type: Other
Serial #: V4002689
Override: No
Year:
Make/Desc.: TOUCH BLK CORP 2.8/256M/40G
Model:
Color:

Item #: 86
Serial Type: Other
Year:
Make/Desc.: TOUCH BLK CORP 2.8/256M/40G

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Serial Property

Serial #:	V4001966	**Model:**	
Override:	No	**Color:**	
Item #:	87	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4001968	**Model:**	
Override:	No	**Color:**	
Item #:	88	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4001970	**Model:**	
Override:	No	**Color:**	
Item #:	89	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002682	**Model:**	
Override:	No	**Color:**	
Item #:	90	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002684	**Model:**	
Override:	No	**Color:**	
Item #:	91	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002686	**Model:**	
Override:	No	**Color:**	
Item #:	92	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002688	**Model:**	
Override:	No	**Color:**	
Item #:	93	**Year:**	
Serial Type:	Other	**Make/Desc.:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002690	**Model:**	
Override:	No	**Color:**	
Item #:	94	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ASUS SOCKET INTEL 865PE
Serial #:	41MM238428	**Model:**	
Override:	No	**Color:**	
Item #:	95	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401009	**Model:**	
Override:	No	**Color:**	
Item #:	96	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401011	**Model:**	
Override:	No	**Color:**	
Item #:	97	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401016	**Model:**	
Override:	No	**Color:**	
Item #:	98	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401099	**Model:**	
Override:	No	**Color:**	
Item #:	99	**Year:**	
Serial Type:	Other	**Make/Desc.:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401101	**Model:**	

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Serial Property

Override: No

Item #: 100
Serial Type: Other
Serial #: 115951663715
Override: No
Color:
Year:
Make/Desc.: 2003 MS OFFICE PROFESSIONAL
Model:
Color:

Item #: 101
Serial Type: Other
Serial #: 115951401010
Override: No
Year:
Make/Desc.: 2003 MS OFFICE PROFESSIONAL
Model:
Color:

Item #: 102
Serial Type: Other
Serial #: 115951401015
Override: No
Year:
Make/Desc.: 2003 MS OFFICE PROFESSIONAL
Model:
Color:

Item #: 103
Serial Type: Other
Serial #: 115951401017
Override: No
Year:
Make/Desc.: 2003 MS OFFICE PROFESSIONAL
Model:
Color:

Item #: 104
Serial Type: Other
Serial #: 115951401100
Override: No
Year:
Make/Desc.: 2003 MS OFFICE PROFESSIONAL
Model:
Color:

Item #: 105
Serial Type: Other
Serial #: 115951663714
Override: No
Year:
Make/Desc.: 2003 MS OFFICE PROFESSIONAL
Model:
Color:

Item #: 106
Serial Type: Other
Serial #: 115951663716
Override: No
Year:
Make/Desc.: 2003 MS OFFICE PROFESSIONAL
Model:
Color:

Item #: 107
Serial Type: Other
Serial #: C803LNKK
Override: No
Year:
Make/Desc.: ATLAS 15K RPM 73GB U320
Model:
Color:

Item #: 108
Serial Type: Other
Serial #: C803LTWK
Override: No
Year:
Make/Desc.: ATLAS 15K RPM 73GB U320
Model:
Color:

Item #: 109
Serial Type: Other
Serial #: C803YBFK
Override: No
Year:
Make/Desc.: ATLAS 15K RPM 73GB U320
Model:
Color:

Item #: 110
Serial Type: Other
Serial #: C803LPCK
Override: No
Year:
Make/Desc.: ATLAS 15K RPM 73GB U320
Model:
Color:

Item #: 111
Serial Type: Other
Serial #: C803W57K
Override: No
Year:
Make/Desc.: ATLAS 15K RPM 73GB U320
Model:
Color:

Item #: 112
Serial Type: Other
Serial #: C803Z67K
Override: No
Year:
Make/Desc.: ATLAS 15K RPM 73GB U320
Model:
Color:

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Serial Property

Item #:	113	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100416	**Model:**	
Override:	No	**Color:**	
Item #:	114	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100418	**Model:**	
Override:	No	**Color:**	
Item #:	115	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100420	**Model:**	
Override:	No	**Color:**	
Item #:	116	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100422	**Model:**	
Override:	No	**Color:**	
Item #:	117	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100604	**Model:**	
Override:	No	**Color:**	
Item #:	118	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100606	**Model:**	
Override:	No	**Color:**	
Item #:	119	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100612	**Model:**	
Override:	No	**Color:**	
Item #:	120	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100614	**Model:**	
Override:	No	**Color:**	
Item #:	121	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102908	**Model:**	
Override:	No	**Color:**	
Item #:	122	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102910	**Model:**	
Override:	No	**Color:**	
Item #:	123	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102916	**Model:**	
Override:	No	**Color:**	
Item #:	124	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102918	**Model:**	
Override:	No	**Color:**	
Item #:	125	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100417	**Model:**	
Override:	No	**Color:**	
Item #:	126	**Year:**	

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Serial Property

Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100419	**Model:**	
Override:	No	**Color:**	
Item #:	127	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100421	**Model:**	
Override:	No	**Color:**	
Item #:	128	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100423	**Model:**	
Override:	No	**Color:**	
Item #:	129	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100605	**Model:**	
Override:	No	**Color:**	
Item #:	130	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100607	**Model:**	
Override:	No	**Color:**	
Item #:	131	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100613	**Model:**	
Override:	No	**Color:**	
Item #:	132	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100615	**Model:**	
Override:	No	**Color:**	
Item #:	133	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102909	**Model:**	
Override:	No	**Color:**	
Item #:	134	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102911	**Model:**	
Override:	No	**Color:**	
Item #:	135	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102917	**Model:**	
Override:	No	**Color:**	
Item #:	136	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102919	**Model:**	
Override:	No	**Color:**	
Item #:	137	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31340GTUS0105782	**Model:**	
Override:	No	**Color:**	
Item #:	138	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31340GTUS0105868	**Model:**	
Override:	No	**Color:**	
Item #:	139	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS

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Serial Property

Serial #:	31340GTUS0105870	**Model:**	
Override:	No	**Color:**	
Item #:	140	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31340GTUS0105783	**Model:**	
Override:	No	**Color:**	
Item #:	141	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31340GTUS0105869	**Model:**	
Override:	No	**Color:**	
Item #:	142	**Year:**	
Serial Type:	Other	**Make/Desc.:**	ALTEC 2PC 2X1W RMS
Serial #:	31340GTUS0105871	**Model:**	
Override:	No	**Color:**	
Item #:	143	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053921	**Model:**	
Override:	No	**Color:**	
Item #:	144	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053923	**Model:**	
Override:	No	**Color:**	
Item #:	145	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053925	**Model:**	
Override:	No	**Color:**	
Item #:	146	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053927	**Model:**	
Override:	No	**Color:**	
Item #:	147	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053929	**Model:**	
Override:	No	**Color:**	
Item #:	148	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD054041	**Model:**	
Override:	No	**Color:**	
Item #:	149	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD054043	**Model:**	
Override:	No	**Color:**	
Item #:	150	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD054047	**Model:**	
Override:	No	**Color:**	
Item #:	151	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053922	**Model:**	
Override:	No	**Color:**	
Item #:	152	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053924	**Model:**	

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Override:	No	**Color:**	
Item #:	153	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053926	**Model:**	
Override:	No	**Color:**	
Item #:	154	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053928	**Model:**	
Override:	No	**Color:**	
Item #:	155	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053930	**Model:**	
Override:	No	**Color:**	
Item #:	156	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD054042	**Model:**	
Override:	No	**Color:**	
Item #:	157	**Year:**	
Serial Type:	Other	**Make/Desc.:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD054045	**Model:**	
Override:	No	**Color:**	
Item #:	158	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417590	**Model:**	
Override:	No	**Color:**	
Item #:	159	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417592	**Model:**	
Override:	No	**Color:**	
Item #:	160	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417594	**Model:**	
Override:	No	**Color:**	
Item #:	161	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417596	**Model:**	
Override:	No	**Color:**	
Item #:	162	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417598	**Model:**	
Override:	No	**Color:**	
Item #:	163	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417600	**Model:**	
Override:	No	**Color:**	
Item #:	164	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417602	**Model:**	
Override:	No	**Color:**	
Item #:	165	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417591	**Model:**	
Override:	No	**Color:**	

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Item #:	166	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417593	**Model:**	
Override:	No	**Color:**	
Item #:	167	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417595	**Model:**	
Override:	No	**Color:**	
Item #:	168	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417597	**Model:**	
Override:	No	**Color:**	
Item #:	169	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417599	**Model:**	
Override:	No	**Color:**	
Item #:	170	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417601	**Model:**	
Override:	No	**Color:**	
Item #:	171	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417603	**Model:**	
Override:	No	**Color:**	
Item #:	172	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417604	**Model:**	
Override:	No	**Color:**	
Item #:	173	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417606	**Model:**	
Override:	No	**Color:**	
Item #:	174	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417608	**Model:**	
Override:	No	**Color:**	
Item #:	175	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417610	**Model:**	
Override:	No	**Color:**	
Item #:	176	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417612	**Model:**	
Override:	No	**Color:**	
Item #:	177	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417614	**Model:**	
Override:	No	**Color:**	
Item #:	178	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417616	**Model:**	
Override:	No	**Color:**	
Item #:	179	**Year:**	

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Serial Property

Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417618	**Model:**	
Override:	No	**Color:**	
Item #:	180	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417605	**Model:**	
Override:	No	**Color:**	
Item #:	181	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417607	**Model:**	
Override:	No	**Color:**	
Item #:	182	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417609	**Model:**	
Override:	No	**Color:**	
Item #:	183	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417611	**Model:**	
Override:	No	**Color:**	
Item #:	184	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417613	**Model:**	
Override:	No	**Color:**	
Item #:	185	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417615	**Model:**	
Override:	No	**Color:**	
Item #:	186	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417617	**Model:**	
Override:	No	**Color:**	
Item #:	187	**Year:**	
Serial Type:	Other	**Make/Desc.:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417619	**Model:**	
Override:	No	**Color:**	

General Property

SCOTIA LEASING 1 - ONLY 5 TON TOP RUNNING SINGLE GIRDER CRANE, AS PER YOUR "GORD HEISLER" AND KAVERIT'S QUOTATION NO. PS04-130-1 JOB 6890 1 - ONLY 5TON TOP RUNNING SINGLE GIRDER CRANE, QUOTATION NO. PS04-130-1 1 - POWERVAULT 775N, 2U, 2.4GHZ XEON, 512KB CACHE, 533MHZ FSB 1 - RAPIDRAILS FOR DELL RACK 1 - NO HARD COPY DOCUMENTATION 1 - NO KEYBOARD OPTION 1 - NON-REDUNDANT AC POWER SUPPLY FOR PE2650 533FSB, 125V 1 - 2ND PROCESSOR, XEON 2.4GHZ POWERVAULT 775N, 533MHZ, FSB 1 - 512MB DDR, 2.665MHZ, 2X256 DIMMS, POWERVAULT 1 - 24X IDE INTERNAL CD-ROM BLACK FOR DELL POWEREDGE 1 - CONTROLLER CARD, SCSI, 39160, INTERNAL/EXTERNAL, U3, LOW VOLTAGE DIFFERENTIAL 1 - 5 BAY SCSI HARD DRIVE BACKPLANE, 2+3, (1 IN ONLY) POWEREDGE 2650 1 - RAID ON MOTHERBOARD, PERC3-DI 128MB, WITH DOCUMENTATION, FOR DELL POWEREDGE 2650 1 - MR1R5, ROMB RAID 1/RAID 5, C12 FOR DELL POWEREDGE 2650 1 - 1.44MB, 3.5IN, FLOPPY DRIVE DELL POWEREDGE SERVERS 1 - 3X146GB 10K RPM ULTRA 320 SCSI HARD DRIVE 1 - 2X18GB, 15K RPM, ULTRA 320, SCSI HARD DRIVE, POWERVAULT 775 1 - WINDOWS STORAGE SERVER 2003, STANDARD EDITION FOR POWERVAULT 775N/770N 1 - DUAL ON-BOARD NICS ONLY 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, 2 YEARS EXTENDED 1 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 2 - POWEREDGE 4210, FRAME, DOORS, SIDE PANEL, GROUND, 42U, PS 2 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 2 - 42U RACK, COST RED, SIDE STABILIZER 2 - 12 AMP, IEC, POWER STRIP, 120/208V WITH IEC TO IEC CORDS 1 - 15FP, 1U RACK CONSOLE WITH RAPIDRAILS, 15' TFT LCD, 83 KEY MINI-KYBD, US 2 - NEXT BUSINESS DAY, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 2 - TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOUR ON-SITE RESPONSE, 2YR EXTENDED 1 - POWERCONNECT 2624 UNMANAGED SWITCH, 24 PORT GIGE WITH 1 GIGE/SFP COMBO PORT 1 - POWERCONNECT SHIPPING AND HANDLING SHIPMENT FROM LIVINGSTON 2 - TYPE II CONTRACT - NEXT 2 - POWEREDGE 1750, 2.4GHZ/512K CACHE XEON, 533MHZ FRONT SIDE BUS 2- MOUSE OPTION NONE 2 - ELECTRONIC

General Property

DOCUMENTATION ON CD 2 - NO KEYBOARD OPTION 2 - RAPID RAILS FOR DELL RACK, POWEREDGE 1750 2 - POWER CORD, 4 METERS, RACK, EUROPEAN MANUFACTURING FACILITY 2 - SINGLE PROCESSOR FOR 533FSB, POWEREDGE 1750 2 - 512MN DDR SDRAM 266MHZ (2X256M), POWEREDGE 7150 2 - 24X IDE CD-ROM 2 - ACTIVE BEZEL OPTION FOR DELL POWEREDGE 1750 2 - NO MONITOR OPTION 2 - 2X64/133MHZ PCI-X, RISER FOR PE1750 2 - 1.44MB, 3.5IN, FLOPPY DRIVE, FOR DELL POWEREDGE SERVERS 2 - MS, MOTHERBOARD SCSI, C1, FOR DELL POWEEDGE 1750 2 - 36GB HARD DRIVE, U320, SCSI, 1 INCH, 10K, FOR POWEREDGE 1750 2 - 36GB HARD DRIVE, U320, SCSI, 1INCH, 10K, FOR POWEREDGE 1750 2 - NO OPERATING SYSTEM FOR DELL POWEREDGE SERVERS, NO OTHER 2 - DUAL ON-BOARD NICS ONLY 2 - NEXT BUSINESS DAY, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 2 - NEXT BUSINESS DAY, ON-SITE PARTS AND LABOUR SERVICE, 2 YEARS EXTENDED 2 - ON-SITE INSTALLATION DECLINED 1 - POWEREDGE 2650, 2.4GHZ/512K CACHE/533MHZ FSB XEON 1 - MOUSE OPTION NONE 1 - DELL OPENMANAGE KIT, 32-BIT 1 - RAPIDRAILS FOR DELL RACK 1 - BEZEL OPTION FOR DELL POWEREDGE 2650 1 - NO HARD COPY DOCUMENTATION 1 - NO KEYBOARD OPTION 1 - NON-REDUNDANT AC POWER SUPPLY FOR PE2650 533FSB, 125V 1 - 2ND PROCESSOR, XEON, 2.4GHZ, 512K CACHE, 533MHZ FSB, POWEREDGE 2650 1 - 256MB DDR SDRAM 266MHZ (2X128) POWEREDGE 1 - 24X IDE INTERNAL CD-ROM, BLACK FOR DELL POWEREDGE 1 - NO MONITOR OPTION 1 - CONTROLLER CARD, SCSI, 39160, INTERNAL/EXTERNAL, U3, LOW VOLTAGE DIFFERENTIAL 1 - PERC3, DC, 128MB, 1 INTERNAL & 1 EXTERNAL CHANNELS WITH DOCUMENTATION 1 - 5 BAY SCSI HARD DRIVE BACKPLANE, 1X5 (1 IN ONLY) POWEREDGE 2650 1 - AR1, ADD-IN RAID 1, C6, FOR DELL POWEREDGE 2650 1 - 1.44MB, 3.5IN, FLOPPY DRIVE, DELL POWEREDGE SERVERS 2 - 36GB 10K RPM ULTRA 320 SCSI HARD DRIVE 1 - NO OPERATING SYSTEM FOR DELL POWEREDGE SERVERS, NO OTHER 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, 2 YEARS EXTENDED 1 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 1 - POWERVAULT 220S, 3U, 14 HDD, SCSI STORAGE ENCLOSURE 1 - CABLE, POWER, DOCUMENTATION PV22XS 1 - TWO 4 METER, PERC/39160 CABLE FOR PV22XS (WIDE HD TO SLIM VHDCI) 1 - 600W REDUNDANT POWER SUPPLY, FOR POWERVAULT 22XS 1 - RAPID RAILS FOR POWERVAULT 220S, CUSTOMER INSTALL 3 - BLANK HARD DRIVE CARRIER FOR DELL POWERVAULT 220/221S REQUIRES ALL SLOTS FILLED 1 - DOCUMENTATION KIT, HARD COPY AND ON CD, ENGLISH FOR DELL POWERVAULT 22XS FACTORY 1 - U320 ZEMM, ENCLOSURE MANAGEMENT MODULE, POWERVAULT 22XS, PAIR 2 - 73GB 10K U320 SCSI HARD DRIVE, PV220 1 - 4-HOUR RESPONSE, 7X24, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 1 - 4-HOUR RESPONSE, 7X24, ON-SITE PARTS AND LABOUR SERVICE, 2 YEAR EXTENDED 1 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 2 - POWERCONNECT 3348, 48 PORT FE STACKABLE MANAGED SWITCH, 2 GBE COMBO PORTS 2 - POWERCONNECT 4 - TYPE II CONTRACT 1 - HP 2848 SWITCH 48-PORT PROCUR SERIAL NUMBER SG350PN0J2, 1 - HP 2848 SWITCH 48-PORT PROCUR SERIAL NUMBER SG350PN0HW, 1 - HP 2848 SWITCH 48-PORT PROCUR SERIAL NUMBER SG350PN0IX, 1 - ACER CENTRINO TMC301XCI 1.5GHZ, 40G, 512MB, 14.1", CDRW/DVD MF12, 56K, 802.11B, XP PRO TABLET SERIAL NUMBER LXT280E001405017B3M000, 1 - SYNCMASTER 150N 15IN TFT .39MM 1024X768 IVORY TC099, MF36 SERIAL NUMBER NB15H9NWC08425, 14- TOUCH BLK CORP. P4 2.8/256M/40G INT.VGA & LAN /52X/XP PRO, SD36 SERIAL NUMBER'S V4002832, V4002836, V4002838, V4002843, V4002845, V4002847, V4002849, V4002835, V4002837, V4002841, V4002844, V4002846, V4002848, V4002850, 6 - ATLAS 15K RPM 73GB U320 80PIN, REF 02/10/04 INV NO.1681888 3 - APC BATTERY FOR SU1400RM2U MF12 SERIAL NUMBER'S S4A0343P04705, S4A0343P04994, S4A0343P04993 15 - LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 1 - LEXMARK 500 SHEET TRAY FOR OPTRA T MF12 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760973, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760975, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760989, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760991, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760993, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777624, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777644, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777646, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803488, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803559, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803561, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975497, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975517, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975519, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975545, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760974, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760988, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 13951760990, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760992, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777623, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777625, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777645, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803487, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803489, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803560, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975496, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975498, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975518, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975544, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975546, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170434, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170436, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170438, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170440, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170450, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170452, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170435, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170437, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170439, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170441, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170451, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170453, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49J0EZMNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49M339MNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49P0GBMNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49L0J3MNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49N59PMNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B4992GLMNGBXX, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419430, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419432, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419434, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419431, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419433, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419435, 1 - ACER 252ELCI P4 2.6 ($25 MAIL) 40GB 256MB 15IN, DVD/CDRW, 56K, MF12, NIC, 802.11B, WINXP PRO SERIAL NUMBER LXT320615402C016FM000, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PRO SERIAL NUMBER V4001964, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PRO SERIAL NUMBER V4001967, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4001969, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002681, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PRO SERIAL NUMBER V4002683, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002685, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002687, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002689, TOUCH BLK CORP P4

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General Property

2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4001966, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PRO SERIAL NUMBER V4001968, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4001970, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PRO SERIAL NUMBER V4002682, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002684, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002686, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002688, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002690, 1 - ASUS SOCKET 478 INTEL 865PE 5PCI/OISA/OAMR 4D.DDR, AGP8X 800/533FSB, SATA, RAIDO, 1, SD36 SERIAL NUMBER 41MM238428, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401009, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401011, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401016, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401099, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401101, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951663715, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401010, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401015, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401017, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401100, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951663714, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951663716, ATLAS 15K RPM 73GB U320 80PIN SERIAL NUMBER C803LNKK, ATLAS 15K RPM 73GB U320 80PIN SERIAL NUMBER C803LTWK, ATLAS 15K RPM 73GB U320 80PIN SERIAL NUMBER C803YBFK, ATLAS 15K RPM 73GB U320 80PIN SERIAL NUMBER C803LPCK, ATLAS 15K RPM 73GB U320 80PIN SERIAL NUMBER C803W57K, ATLAS 15KRPM 73GB U320 80PIN SERIAL NUMBER C803Z67K, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100416, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100418, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100420, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100422, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100604, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100606, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100612, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100614, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102908, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102910, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102916, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102918, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100417, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100419, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100421, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100423, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100605, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100607, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100613, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100615, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102909, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102911, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102917, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102919, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105782, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105868, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105870, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105783, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105869, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105871, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053921, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053923, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053925, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053927, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053929, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD054041, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD054043, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD054047, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053922, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053924, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053926, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053928, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053930 LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD054042, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD054045, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417590, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417592, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417594, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417596,DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417598, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417600, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417602, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417591, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417593, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417595, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417597, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417599, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417601, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417603, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417604, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417606, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417608, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417610, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417612, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417614, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417616, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417618, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417605, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417607, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417609, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417611, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417613, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417615, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417617, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417619 ANY ATTACHMENTS, ACCESSORIES, REPAIR OR REPLACEMENT PARTS AND OTHER PERSONAL OR MOVEABLE PROPERTY PLACED ON OR ADDED TO THE LEASED PROPERTY.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 22-Apr-2004 11:51:32

Registration #: 120685978
Transaction #: 1
Expiry Date: 22-Apr-2009

Event Type: Setup
Transaction Reason: Regular

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Personal Property Registry
Search Result

Registrant

Party ID:	100817442 - 33	**Address:**	4126 NORLAND AVENUE
Entity Type:	Business		BURNABY -> BRITISH COLUMBIA
Name:	CANADIAN SECURITIES REGISTRATION SYSTEMS		V5G3S8
			Other

Secured Party

Item #:	1	**Address:**	111 2ND AVENUE SOUTH
Party ID:	102059550 - 1		SASKATOON -> SK
Entity Type:	Business		S7K1K6
Name:	BANK OF NOVA SCOTIA		Other

Debtor Party

Item #:	1	**Address:**	3815 WANUSKEWIN ROAD
Party ID:	102369746 - 1		SASKATOON -> SK
Entity Type:	Business		S7P1A4
Name:	COVER-ALL BUILDING SYSTEMS INC.		Other

Serial Property

Item #:	1	**Year:**	
Serial Type:	Other	**Make:**	HP 2848 SWITCH 48-PORT
Serial #:	SG350PN0J2	**Model:**	
Override:	No	**Color:**	
Item #:	2	**Year:**	
Serial Type:	Other	**Make:**	HP 2848 SWITCH 48-PORT
Serial #:	SG350PN0HW	**Model:**	
Override:	No	**Color:**	
Item #:	3	**Year:**	
Serial Type:	Other	**Make:**	HP 2848 SWITCH 48-PORT
Serial #:	SG350PN0IX	**Model:**	
Override:	No	**Color:**	
Item #:	4	**Year:**	
Serial Type:	Other	**Make:**	ACER CENTRINO TMC301XCI 1.5GH
Serial #:	LXT280E0014050176B3M000	**Model:**	
Override:	No	**Color:**	
Item #:	5	**Year:**	
Serial Type:	Other	**Make:**	SYNCMASTER 150N 15IN TFT
Serial #:	NB15H9NWC08425	**Model:**	
Override:	No	**Color:**	
Item #:	6	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002832	**Model:**	
Override:	No	**Color:**	
Item #:	7	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002836	**Model:**	
Override:	No	**Color:**	
Item #:	8	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002838	**Model:**	
Override:	No	**Color:**	
Item #:	9	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
		Model:	

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Serial #:	V4002843	**Color:**	
Override:	No		
Item #:	10	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002845	**Model:**	
Override:	No	**Color:**	
Item #:	11	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002847	**Model:**	
Override:	No	**Color:**	
Item #:	12	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002849	**Model:**	
Override:	No	**Color:**	
Item #:	13	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002835	**Model:**	
Override:	No	**Color:**	
Item #:	14	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002837	**Model:**	
Override:	No	**Color:**	
Item #:	15	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002841	**Model:**	
Override:	No	**Color:**	
Item #:	16	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002844	**Model:**	
Override:	No	**Color:**	
Item #:	17	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002846	**Model:**	
Override:	No	**Color:**	
Item #:	18	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002848	**Model:**	
Override:	No	**Color:**	
Item #:	19	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP. P4 2.8/25
Serial #:	V4002850	**Model:**	
Override:	No	**Color:**	
Item #:	20	**Year:**	
Serial Type:	Other	**Make:**	APC BATTERY FOR SU1400RM2U
Serial #:	S4A0343P04705	**Model:**	
Override:	No	**Color:**	
Item #:	21	**Year:**	
Serial Type:	Other	**Make:**	APC BATTERY FOR SU1400RM2U
Serial #:	S4A0343P04994	**Model:**	
Override:	No	**Color:**	
Item #:	22	**Year:**	
Serial Type:	Other	**Make:**	APC BATTERY FOR SU1400RM2U
Serial #:	S4A0343P04993	**Model:**	
Override:	No	**Color:**	

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Item #:	23	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951760973	**Model:**	
Override:	No	**Color:**	
Item #:	24	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951760975	**Model:**	
Override:	No	**Color:**	
Item #:	25	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951760989	**Model:**	
Override:	No	**Color:**	
Item #:	26	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951760991	**Model:**	
Override:	No	**Color:**	
Item #:	27	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951760993	**Model:**	
Override:	No	**Color:**	
Item #:	28	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951777624	**Model:**	
Override:	No	**Color:**	
Item #:	29	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951777644	**Model:**	
Override:	No	**Color:**	
Item #:	30	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951777646	**Model:**	
Override:	No	**Color:**	
Item #:	31	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951803488	**Model:**	
Override:	No	**Color:**	
Item #:	32	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951803559	**Model:**	
Override:	No	**Color:**	
Item #:	33	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951803561	**Model:**	
Override:	No	**Color:**	
Item #:	34	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975497	**Model:**	
Override:	No	**Color:**	
Item #:	35	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975517	**Model:**	
Override:	No	**Color:**	
Item #:	36	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS

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Serial #:	113951975519	**Model:**	
Override:	No	**Color:**	
Item #:	37	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975545	**Model:**	
Override:	No	**Color:**	
Item #:	38	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951760974	**Model:**	
Override:	No	**Color:**	
Item #:	39	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951760988	**Model:**	
Override:	No	**Color:**	
Item #:	40	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	13951760990	**Model:**	
Override:	No	**Color:**	
Item #:	41	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951760992	**Model:**	
Override:	No	**Color:**	
Item #:	42	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951777623	**Model:**	
Override:	No	**Color:**	
Item #:	43	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951777625	**Model:**	
Override:	No	**Color:**	
Item #:	44	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951777645	**Model:**	
Override:	No	**Color:**	
Item #:	45	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951803487	**Model:**	
Override:	No	**Color:**	
Item #:	46	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951803489	**Model:**	
Override:	No	**Color:**	
Item #:	47	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951803560	**Model:**	
Override:	No	**Color:**	
Item #:	48	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975496	**Model:**	
Override:	No	**Color:**	
Item #:	49	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975498	**Model:**	
Override:	No	**Color:**	

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Item #:	50	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975518	**Model:**	
Override:	No	**Color:**	
Item #:	51	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975544	**Model:**	
Override:	No	**Color:**	
Item #:	52	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE SM BUSINESS
Serial #:	113951975546	**Model:**	
Override:	No	**Color:**	
Item #:	53	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170434	**Model:**	
Override:	No	**Color:**	
Item #:	54	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170436	**Model:**	
Override:	No	**Color:**	
Item #:	55	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170438	**Model:**	
Override:	No	**Color:**	
Item #:	56	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170440	**Model:**	
Override:	No	**Color:**	
Item #:	57	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170450	**Model:**	
Override:	No	**Color:**	
Item #:	58	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170452	**Model:**	
Override:	No	**Color:**	
Item #:	59	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170435	**Model:**	
Override:	No	**Color:**	
Item #:	60	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170437	**Model:**	
Override:	No	**Color:**	
Item #:	61	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170439	**Model:**	
Override:	No	**Color:**	
Item #:	62	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170441	**Model:**	
Override:	No	**Color:**	
Item #:	63	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A

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Serial #:	00045455170451	**Model:**	
Override:	No	**Color:**	
Item #:	64	**Year:**	
Serial Type:	Other	**Make:**	MS WINDOWS XP PRO SP1A
Serial #:	00045455170453	**Model:**	
Override:	No	**Color:**	
Item #:	65	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 10K IV 73GB U320
Serial #:	B49J0EZMNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	66	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 10K IV 73GB U320
Serial #:	B49M339MNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	67	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 10K IV 73GB U320
Serial #:	B49P0GBMNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	68	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 10K IV 73GB U320
Serial #:	B49L0J3MNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	69	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 10K IV 73GB U320
Serial #:	B49N59PMNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	70	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 10K IV 73GB U320
Serial #:	B4992GLMNGBXX	**Model:**	
Override:	No	**Color:**	
Item #:	71	**Year:**	
Serial Type:	Other	**Make:**	DDR 1GB ECC 333MHZ PC2700
Serial #:	V419430	**Model:**	
Override:	No	**Color:**	
Item #:	72	**Year:**	
Serial Type:	Other	**Make:**	DDR 1GB ECC 333MHZ PC2700
Serial #:	V419432	**Model:**	
Override:	No	**Color:**	
Item #:	73	**Year:**	
Serial Type:	Other	**Make:**	DDR 1GB ECC 333MHZ PC2700
Serial #:	V419434	**Model:**	
Override:	No	**Color:**	
Item #:	74	**Year:**	
Serial Type:	Other	**Make:**	DDR 1GB ECC 333MHZ PC2700
Serial #:	V419431	**Model:**	
Override:	No	**Color:**	
Item #:	75	**Year:**	
Serial Type:	Other	**Make:**	DDR 1GB ECC 333MHZ PC2700
Serial #:	V419433	**Model:**	
Override:	No	**Color:**	
Item #:	76	**Year:**	
Serial Type:	Other	**Make:**	DDR 1GB ECC 333MHZ PC2700
Serial #:	V419435	**Model:**	
Override:	No	**Color:**	

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Item #:	77	**Year:**	
Serial Type:	Other	**Make:**	ACER 252ELCI 40GB 256MB
Serial #:	LXT320615440ZC016FM000	**Model:**	
Override:	No	**Color:**	
Item #:	78	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4001964	**Model:**	
Override:	No	**Color:**	
Item #:	79	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4001967	**Model:**	
Override:	No	**Color:**	
Item #:	80	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4001969	**Model:**	
Override:	No	**Color:**	
Item #:	81	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002681	**Model:**	
Override:	No	**Color:**	
Item #:	82	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002683	**Model:**	
Override:	No	**Color:**	
Item #:	83	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002685	**Model:**	
Override:	No	**Color:**	
Item #:	84	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002687	**Model:**	
Override:	No	**Color:**	
Item #:	85	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002689	**Model:**	
Override:	No	**Color:**	
Item #:	86	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4001966	**Model:**	
Override:	No	**Color:**	
Item #:	87	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4001968	**Model:**	
Override:	No	**Color:**	
Item #:	88	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4001970	**Model:**	
Override:	No	**Color:**	
Item #:	89	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002682	**Model:**	
Override:	No	**Color:**	
Item #:	90	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G

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Serial #:	V4002684	**Model:**	
Override:	No	**Color:**	
Item #:	91	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002686	**Model:**	
Override:	No	**Color:**	
Item #:	92	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002688	**Model:**	
Override:	No	**Color:**	
Item #:	93	**Year:**	
Serial Type:	Other	**Make:**	TOUCH BLK CORP 2.8/256M/40G
Serial #:	V4002690	**Model:**	
Override:	No	**Color:**	
Item #:	94	**Year:**	
Serial Type:	Other	**Make:**	ASUS SOCKET INTEL 865PE
Serial #:	41MM238428	**Model:**	
Override:	No	**Color:**	
Item #:	95	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401009	**Model:**	
Override:	No	**Color:**	
Item #:	96	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401011	**Model:**	
Override:	No	**Color:**	
Item #:	97	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401016	**Model:**	
Override:	No	**Color:**	
Item #:	98	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401099	**Model:**	
Override:	No	**Color:**	
Item #:	99	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401101	**Model:**	
Override:	No	**Color:**	
Item #:	100	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951663715	**Model:**	
Override:	No	**Color:**	
Item #:	101	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401010	**Model:**	
Override:	No	**Color:**	
Item #:	102	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401015	**Model:**	
Override:	No	**Color:**	
Item #:	103	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401017	**Model:**	
Override:	No	**Color:**	

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Item #:	104	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951401100	**Model:**	
Override:	No	**Color:**	
Item #:	105	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951663714	**Model:**	
Override:	No	**Color:**	
Item #:	106	**Year:**	
Serial Type:	Other	**Make:**	2003 MS OFFICE PROFESSIONAL
Serial #:	115951663716	**Model:**	
Override:	No	**Color:**	
Item #:	107	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 15K RPM 73GB U320
Serial #:	C803LNKK	**Model:**	
Override:	No	**Color:**	
Item #:	108	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 15K RPM 73GB U320
Serial #:	C803LTWK	**Model:**	
Override:	No	**Color:**	
Item #:	109	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 15K RPM 73GB U320
Serial #:	C803YBFK	**Model:**	
Override:	No	**Color:**	
Item #:	110	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 15K RPM 73GB U320
Serial #:	C803LPCK	**Model:**	
Override:	No	**Color:**	
Item #:	111	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 15K RPM 73GB U320
Serial #:	C803W57K	**Model:**	
Override:	No	**Color:**	
Item #:	112	**Year:**	
Serial Type:	Other	**Make:**	ATLAS 15K RPM 73GB U320
Serial #:	C803Z67K	**Model:**	
Override:	No	**Color:**	
Item #:	113	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100416	**Model:**	
Override:	No	**Color:**	
Item #:	114	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100418	**Model:**	
Override:	No	**Color:**	
Item #:	115	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100420	**Model:**	
Override:	No	**Color:**	
Item #:	116	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100422	**Model:**	
Override:	No	**Color:**	
Item #:	117	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS

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Serial Property

Serial #:	31320GTUS0100604	**Model:**	
Override:	No	**Color:**	
Item #:	118	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100606	**Model:**	
Override:	No	**Color:**	
Item #:	119	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100612	**Model:**	
Override:	No	**Color:**	
Item #:	120	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100614	**Model:**	
Override:	No	**Color:**	
Item #:	121	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102908	**Model:**	
Override:	No	**Color:**	
Item #:	122	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102910	**Model:**	
Override:	No	**Color:**	
Item #:	123	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102916	**Model:**	
Override:	No	**Color:**	
Item #:	124	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102918	**Model:**	
Override:	No	**Color:**	
Item #:	125	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100417	**Model:**	
Override:	No	**Color:**	
Item #:	126	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100419	**Model:**	
Override:	No	**Color:**	
Item #:	127	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100421	**Model:**	
Override:	No	**Color:**	
Item #:	128	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100423	**Model:**	
Override:	No	**Color:**	
Item #:	129	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100605	**Model:**	
Override:	No	**Color:**	
Item #:	130	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100607	**Model:**	
Override:	No	**Color:**	

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Item #:	131	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100613	**Model:**	
Override:	No	**Color:**	
Item #:	132	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31320GTUS0100615	**Model:**	
Override:	No	**Color:**	
Item #:	133	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102909	**Model:**	
Override:	No	**Color:**	
Item #:	134	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102911	**Model:**	
Override:	No	**Color:**	
Item #:	135	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102917	**Model:**	
Override:	No	**Color:**	
Item #:	136	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31330GTUS0102919	**Model:**	
Override:	No	**Color:**	
Item #:	137	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31340GTUS0105782	**Model:**	
Override:	No	**Color:**	
Item #:	138	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31340GTUS0105868	**Model:**	
Override:	No	**Color:**	
Item #:	139	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31340GTUS0105870	**Model:**	
Override:	No	**Color:**	
Item #:	140	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31340GTUS0105783	**Model:**	
Override:	No	**Color:**	
Item #:	141	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31340GTUS0105869	**Model:**	
Override:	No	**Color:**	
Item #:	142	**Year:**	
Serial Type:	Other	**Make:**	ALTEC 2PC 2X1W RMS
Serial #:	31340GTUS0105871	**Model:**	
Override:	No	**Color:**	
Item #:	143	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053921	**Model:**	
Override:	No	**Color:**	
Item #:	144	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE

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Serial #:	312ZD053923	**Model:**	
Override:	No	**Color:**	
Item #:	145	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053925	**Model:**	
Override:	No	**Color:**	
Item #:	146	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053927	**Model:**	
Override:	No	**Color:**	
Item #:	147	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053929	**Model:**	
Override:	No	**Color:**	
Item #:	148	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD054041	**Model:**	
Override:	No	**Color:**	
Item #:	149	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD054043	**Model:**	
Override:	No	**Color:**	
Item #:	150	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD054047	**Model:**	
Override:	No	**Color:**	
Item #:	151	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053922	**Model:**	
Override:	No	**Color:**	
Item #:	152	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053924	**Model:**	
Override:	No	**Color:**	
Item #:	153	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053926	**Model:**	
Override:	No	**Color:**	
Item #:	154	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053928	**Model:**	
Override:	No	**Color:**	
Item #:	155	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD053930	**Model:**	
Override:	No	**Color:**	
Item #:	156	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD054042	**Model:**	
Override:	No	**Color:**	
Item #:	157	**Year:**	
Serial Type:	Other	**Make:**	NERO CDRW/16X DVD DR/SOFTWARE
Serial #:	312ZD054045	**Model:**	
Override:	No	**Color:**	

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Serial Property

Item #:	158	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417590	**Model:**	
Override:	No	**Color:**	
Item #:	159	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417592	**Model:**	
Override:	No	**Color:**	
Item #:	160	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417594	**Model:**	
Override:	No	**Color:**	
Item #:	161	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417596	**Model:**	
Override:	No	**Color:**	
Item #:	162	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417598	**Model:**	
Override:	No	**Color:**	
Item #:	163	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417600	**Model:**	
Override:	No	**Color:**	
Item #:	164	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417602	**Model:**	
Override:	No	**Color:**	
Item #:	165	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417591	**Model:**	
Override:	No	**Color:**	
Item #:	166	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417593	**Model:**	
Override:	No	**Color:**	
Item #:	167	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417595	**Model:**	
Override:	No	**Color:**	
Item #:	168	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417597	**Model:**	
Override:	No	**Color:**	
Item #:	169	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417599	**Model:**	
Override:	No	**Color:**	
Item #:	170	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417601	**Model:**	
Override:	No	**Color:**	
Item #:	171	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700

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Serial Property

Serial #:	V417603	**Model:**	
Override:	No	**Color:**	
Item #:	172	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417604	**Model:**	
Override:	No	**Color:**	
Item #:	173	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417606	**Model:**	
Override:	No	**Color:**	
Item #:	174	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417608	**Model:**	
Override:	No	**Color:**	
Item #:	175	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417610	**Model:**	
Override:	No	**Color:**	
Item #:	176	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417612	**Model:**	
Override:	No	**Color:**	
Item #:	177	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417614	**Model:**	
Override:	No	**Color:**	
Item #:	178	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417616	**Model:**	
Override:	No	**Color:**	
Item #:	179	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417618	**Model:**	
Override:	No	**Color:**	
Item #:	180	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417605	**Model:**	
Override:	No	**Color:**	
Item #:	181	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417607	**Model:**	
Override:	No	**Color:**	
Item #:	182	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417609	**Model:**	
Override:	No	**Color:**	
Item #:	183	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417611	**Model:**	
Override:	No	**Color:**	
Item #:	184	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417613	**Model:**	
Override:	No	**Color:**	

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Serial Property

Item #:	185	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417615	**Model:**	
Override:	No	**Color:**	
Item #:	186	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417617	**Model:**	
Override:	No	**Color:**	
Item #:	187	**Year:**	
Serial Type:	Other	**Make:**	DDR 256MB/333MHZ-PC2700
Serial #:	V417619	**Model:**	
Override:	No	**Color:**	

General Property

SCOTIA LEASING 1 - ONLY 5 TON TOP RUNNING SINGLE GIRDER CRANE, AS PER YOUR "GORD HEISLER" AND KAVERIT'S QUOTATION NO. PS04-130-1 JOB 6890 1 - ONLY 5TON TOP RUNNING SINGLE GIRDER CRANE, QUOTATION NO. PS04-130-1 1 - POWERVAULT 775N, 2U, 2.4GHZ XEON, 512KB CACHE, 533MHZ FSB 1 - RAPIDRAILS FOR DELL RACK 1 - NO HARD COPY DOCUMENTATION 1 - NO KEYBOARD OPTION 1 - NON-REDUNDANT AC POWER SUPPLY FOR PE2650 533FSB, 125V 1 - 2ND PROCESSOR, XEON 2.4GHZ POWERVAULT 775N, 533MHZ, FSB 1 - 512MB DDR, 2.665MHZ, 2X256 DIMMS, POWERVAULT 1 - 24X IDE INTERNAL CD-ROM BLACK FOR DELL POWEREDGE 1 - CONTROLLER CARD, SCSI, 39160, INTERNAL/EXTERNAL, U3, LOW VOLTAGE DIFFERENTIAL 1 - 5 BAY SCSI HARD DRIVE BACKPLANE, 2+3, (1 IN ONLY) POWEREDGE 2650 1 - RAID ON MOTHERBOARD, PERC3-DI 128MB, WITH DOCUMENTATION, FOR DELL POWEREDGE 2650 1 - MR1R5, ROMB RAID 1/RAID 5, C12 FOR DELL POWEREDGE 2650 1 - 1.44MB, 3.5IN, FLOPPY DRIVE DELL POWEREDGE SERVERS 1 - 3X146GB 10K RPM ULTRA 320 SCSI HARD DRIVE 1 - 2X18GB, 15K RPM, ULTRA 320, SCSI HARD DRIVE, POWERVAULT 775 1 - WINDOWS STORAGE SERVER 2003, STANDARD EDITION FOR POWERVAULT 775N/770N 1 - DUAL ON-BOARD NICS ONLY 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, 2 YEARS EXTENDED 1 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 2 - POWEREDGE 4210, FRAME, DOORS, SIDE PANEL, GROUND, 42U, PS 2 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 2 - 42U RACK, COST RED, SIDE STABILIZER 2 - 12 AMP, IEC, POWER STRIP, 120/208V WITH IEC TO IEC CORDS 1 - 15FP, 1U RACK CONSOLE WITH RAPIDRAILS, 15' TFT LCD, 83 KEY MINI-KYBD, US 2 - NEXT BUSINESS DAY, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 2 - TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOUR ON-SITE RESPONSE, 2YR EXTENDED 1 - POWERCONNECT 2624 UNMANAGED SWITCH, 24 PORT GIGE WITH 1 GIGE/SFP COMBO PORT 1 - POWERCONNECT SHIPPING AND HANDLING SHIPMENT FROM LIVINGSTON 2 - TYPE II CONTRACT - NEXT 2 - POWEREDGE 1750, 2.4GHZ/512K CACHE XEON, 533MHZ FRONT SIDE BUS 2- MOUSE OPTION NONE 2 - ELECTRONIC DOCUMENTATION ON CD 2 - NO KEYBOARD OPTION 2 - RAPID RAILS FOR DELL RACK, POWEREDGE 1750 2 - POWER CORD, 4 METERS, RACK, EUROPEAN MANUFACTURING FACILITY 2 - SINGLE PROCESSOR FOR 533FSB, POWEREDGE 1750 2 - 512MN DDR SDRAM 266MHZ (2X256M), POWEREDGE 7150 2 - 24X IDE CD-ROM 2 - ACTIVE BEZEL OPTION FOR DELL POWEREDGE 1750 2 - NO MONITOR OPTION 2 - 2X64/133MHZ PCI-X, RISER FOR PE1750 2 - 1.44MB, 3.5IN, FLOPPY DRIVE, FOR DELL POWEREDGE SERVERS 2 - MS, MOTHERBOARD SCSI, C1, FOR DELL POWEEDGE 1750 2 - 36GB HARD DRIVE, U320, SCSI, 1 INCH, 10K, FOR POWEREDGE 1750 2 - 36GB HARD DRIVE, U320, SCSI, 1INCH, 10K, FOR POWEREDGE 1750 2 - NO OPERATING SYSTEM FOR DELL POWEREDGE SERVERS, NO OTHER 2 - DUAL ON-BOARD NICS ONLY 2 - NEXT BUSINESS DAY, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 2 - NEXT BUSINESS DAY, ON-SITE PARTS AND LABOUR SERVICE, 2 YEARS EXTENDED 2 - ON-SITE INSTALLATION DECLINED 1 - POWEREDGE 2650, 2.4GHZ/512K CACHE/533MHZ FSB XEON 1 - MOUSE OPTION NONE 1 - DELL OPENMANAGE KIT, 32-BIT 1 - RAPIDRAILS FOR DELL RACK 1 - BEZEL OPTION FOR DELL POWEREDGE 2650 1 - NO HARD COPY DOCUMENTATION 1 - NO KEYBOARD OPTION 1 - NON-REDUNDANT AC POWER SUPPLY FOR PE2650 533FSB, 125V 1 - 2ND PROCESSOR, XEON, 2.4GHZ, 512K CACHE, 533MHZ FSB, POWEREDGE 2650 1 - 256MB DDR SDRAM 266MHZ (2X128) POWEREDGE 1 - 24X IDE INTERNAL CD-ROM, BLACK FOR DELL POWEREDGE 1 - NO MONITOR OPTION 1 - CONTROLLER CARD, SCSI, 39160, INTERNAL/EXTERNAL, U3, LOW VOLTAGE DIFFERENTIAL 1 - PERC3, DC, 128MB, 1 INTERNAL & 1 EXTERNAL CHANNELS WITH DOCUMENTATION 1 - 5 BAY SCSI HARD DRIVE BACKPLANE, 1X5 (1 IN ONLY) POWEREDGE 2650 1 - AR1, ADD-IN RAID 1, C6, FOR DELL POWEREDGE 2650 1 - 1.44MB, 3.5IN, FLOPPY DRIVE, DELL POWEREDGE SERVERS 2 - 36GB 10K RPM ULTRA 320 SCSI HARD DRIVE 1 - NO OPERATING SYSTEM FOR DELL POWEREDGE SERVERS, NO OTHER 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, 2 YEARS EXTENDED 1 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 1 - POWERVAULT 220S, 3U, 14 HDD, SCSI STORAGE ENCLOSURE 1 - CABLE, POWER, DOCUMENTATION PV22XS 1 - TWO 4 METER, PERC/39160 CABLE FOR PV22XS (WIDE HD TO SLIM VHDCI) 1 - 600W REDUNDANT POWER SUPPLY, FOR POWERVAULT 22XS 1 - RAPID RAILS FOR POWERVAULT 220S, CUSTOMER INSTALL 3 - BLANK HARD DRIVE CARRIER FOR DELL POWERVAULT 220/221S REQUIRES ALL SLOTS FILLED 1 - DOCUMENTATION KIT, HARD COPY AND ON CD, ENGLISH FOR DELL POWERVAULT 22XS FACTORY 1 - U320 ZEMM, ENCLOSURE MANAGEMENT MODULE, POWERVAULT 22XS, PAIR 2 - 73GB 10K U320 SCSI HARD DRIVE, PV220 1 - 4-HOUR RESPONSE, 7X24, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 1 - 4-HOUR RESPONSE, 7X24, ON-SITE PARTS AND LABOUR SERVICE, 2 YEAR EXTENDED 1 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 2 - POWERCONNECT 3348, 48 PORT FE STACKABLE MANAGED SWITCH, 2 GBE COMBO PORTS 2 - POWERCONNECT 4 - TYPE II CONTRACT 1 - HP 2848 SWITCH 48-PORT PROCUR SERIAL NUMBER SG350PN0J2, 1 - HP 2848 SWITCH 48-PORT PROCUR SERIAL NUMBER SG350PN0HW, 1 - HP 2848 SWITCH 48-PORT PROCUR SERIAL NUMBER SG350PN0IX, 1 - ACER CENTRINO TMC301XCI 1.5GHZ, 40G, 512MB, 14.1", CDRW/DVD MF12, 56K, 802.11B, XP PRO TABLET SERIAL NUMBER LXT280E0014050178B3M000, 1 - SYNCMASTER 150N 15IN TFT .39MM 1024X768 IVORY TC099, MF36 SERIAL NUMBER NB15H9NWC08425, 14- TOUCH BLK CORP. P4 2.8/256M/40G INT.VGA & LAN /52X/XP PRO, SD36 SERIAL NUMBER'S V4002832, V4002836, V4002838, V4002843, V4002845, V4002847, V4002849, V4002835, V4002837, V4002841, V4002844, V4002846,

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General Property

V4002848, V4002850, 6 - ATLAS 15K RPM 73GB U320 80PIN, REF 02/10/04 INV NO.1681888 3 - APC BATTERY FOR SU1400RM2U MF12 SERIAL NUMBER'S S4A0343P04705, S4A0343P04994, S4A0343P04993 15 - LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 1 - LEXMARK 500 SHEET TRAY FOR OPTRA T MF12 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760973, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760975, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760989, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760991, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760993, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777624, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777644, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777646, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803488, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803559, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803561, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975497, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975517, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975519, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975545, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760974, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760988, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760990, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760992, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777623, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777625, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777645, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803487, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803489, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803560, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975496, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975498, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975518, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975544, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975546, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170434, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170436, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170438, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170440, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170450, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170452, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170435, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170437, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170439, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170441, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170451, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170453, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49J0EZMNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49M339MNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49P0GBMNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49L0J3MNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49N59PMNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B4992GLMNGBXX,

History - Amendment

Amendment Date: 22-Apr-2004 15:32:47

Registration #: 120685978
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100817442 - 33
Entity Type: Business
Name: CANADIAN SECURITIES REGISTRATION SYSTEMS

Address: 4126 NORLAND AVENUE
BURNABY -> BRITISH COLUMBIA
V5G3S8
Other

General Property

SCOTIA LEASING 1 - ONLY 5 TON TOP RUNNING SINGLE GIRDER CRANE, AS PER YOUR "GORD HEISLER" AND KAVERIT'S QUOTATION NO. PS04-130-1 JOB 6890 1 - ONLY 5TON TOP RUNNING SINGLE GIRDER CRANE, QUOTATION NO. PS04-130-1 1 - POWERVAULT 775N, 2U, 2.4GHZ XEON, 512KB CACHE, 533MHZ FSB 1 - RAPIDRAILS FOR DELL RACK 1 - NO HARD COPY DOCUMENTATION 1 - NO KEYBOARD OPTION 1 - NON-REDUNDANT AC POWER SUPPLY FOR PE2650 533FSB, 125V 1 - 2ND PROCESSOR, XEON 2.4GHZ POWERVAULT 775N, 533MHZ, FSB 1 - 512MB DDR, 2.665MHZ, 2X256 DIMMS, POWERVAULT 1 - 24X IDE INTERNAL CD-ROM BLACK FOR DELL POWEREDGE 1 - CONTROLLER CARD, SCSI, 39160, INTERNAL/EXTERNAL, U3, LOW VOLTAGE DIFFERENTIAL 1 - 5 BAY SCSI HARD DRIVE BACKPLANE, 2+3, (1 IN ONLY) POWEREDGE 2650 1 - RAID ON MOTHERBOARD, PERC3-DI 128MB, WITH DOCUMENTATION, FOR DELL POWEREDGE 2650 1 - MR1R5, ROMB RAID 1/RAID 5, C12 FOR DELL POWEREDGE 2650 1 - 1.44MB, 3.5IN, FLOPPY DRIVE DELL POWEREDGE SERVERS 1 - 3X146GB 10K RPM ULTRA 320 SCSI HARD DRIVE 1 - 2X18GB, 15K RPM, ULTRA 320, SCSI HARD DRIVE, POWERVAULT 775 1 - WINDOWS STORAGE SERVER 2003, STANDARD EDITION FOR POWERVAULT 775N/770N 1 - DUAL ON-BOARD NICS ONLY 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, 2 YEARS EXTENDED 1 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 2 - POWEREDGE 4210, FRAME, DOORS, SIDE PANEL, GROUND, 42U, PS 2 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 2 - 42U RACK, COST RED, SIDE STABILIZER 2 - 12 AMP, IEC, POWER STRIP, 120/208V WITH IEC TO IEC CORDS 1 - 15FP, 1U RACK CONSOLE WITH RAPIDRAILS, 15' TFT LCD, 83 KEY MINI-KYBD, US 2 - NEXT BUSINESS DAY, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 2 - TYPE 3 CONTRACT - NEXT BUSINESS DAY PARTS AND LABOUR ON-SITE RESPONSE, 2YR EXTENDED 1 - POWERCONNECT 2624 UNMANAGED SWITCH, 24 PORT GIGE WITH 1

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Search Result

General Property

GIGE/SFP COMBO PORT 1 - POWERCONNECT SHIPPING AND HANDLING SHIPMENT FROM LIVINGSTON 2 - TYPE II CONTRACT - NEXT 2 - POWEREDGE 1750, 2.4GHZ/512K CACHE XEON, 533MHZ FRONT SIDE BUS 2- MOUSE OPTION NONE 2 - ELECTRONIC DOCUMENTATION ON CD 2 - NO KEYBOARD OPTION 2 - RAPID RAILS FOR DELL RACK, POWEREDGE 1750 2 - POWER CORD, 4 METERS, RACK, EUROPEAN MANUFACTURING FACILITY 2 - SINGLE PROCESSOR FOR 533FSB, POWEREDGE 1750 2 - 512MN DDR SDRAM 266MHZ (2X256M), POWEREDGE 7150 2 - 24X IDE CD-ROM 2 - ACTIVE BEZEL OPTION FOR DELL POWEREDGE 1750 2 - NO MONITOR OPTION 2 - 2X64/133MHZ PCI-X, RISER FOR PE1750 2 - 1.44MB, 3.5IN, FLOPPY DRIVE, FOR DELL POWEREDGE SERVERS 2 - MS, MOTHERBOARD SCSI, C1, FOR DELL POWEEDGE 1750 2 - 36GB HARD DRIVE, U320, SCSI, 1 INCH, 10K, FOR POWEREDGE 1750 2 - 36GB HARD DRIVE, U320, SCSI, 1INCH, 10K, FOR POWEREDGE 1750 2 - NO OPERATING SYSTEM FOR DELL POWEREDGE SERVERS, NO OTHER 2 - DUAL ON-BOARD NICS ONLY 2 - NEXT BUSINESS DAY, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 2 - NEXT BUSINESS DAY, ON-SITE PARTS AND LABOUR SERVICE, 2 YEARS EXTENDED 2 - ON-SITE INSTALLATION DECLINED 1 - POWEREDGE 2650, 2.4GHZ/512K CACHE/533MHZ FSB XEON 1 - MOUSE OPTION NONE 1 - DELL OPENMANAGE KIT, 32-BIT 1 - RAPIDRAILS FOR DELL RACK 1 - BEZEL OPTION FOR DELL POWEREDGE 2650 1 - NO HARD COPY DOCUMENTATION 1 - NO KEYBOARD OPTION 1 - NON-REDUNDANT AC POWER SUPPLY FOR PE2650 533FSB, 125V 1 - 2ND PROCESSOR, XEON, 2.4GHZ, 512K CACHE, 533MHZ FSB, POWEREDGE 2650 1 - 256MB DDR SDRAM 266MHZ (2X128) POWEREDGE 1 - 24X IDE INTERNAL CD-ROM, BLACK FOR DELL POWEREDGE 1 - NO MONITOR OPTION 1 - CONTROLLER CARD, SCSI, 39160, INTERNAL/EXTERNAL, U3, LOW VOLTAGE DIFFERENTIAL 1 - PERC3, DC, 128MB, 1 INTERNAL & 1 EXTERNAL CHANNELS WITH DOCUMENTATION 1 - 5 BAY SCSI HARD DRIVE BACKPLANE, 1X5 (1 IN ONLY) POWEREDGE 2650 1 - AR1, ADD-IN RAID 1, C6, FOR DELL POWEREDGE 2650 1 - 1.44MB, 3.5IN, FLOPPY DRIVE, DELL POWEREDGE SERVERS 2 - 36GB 10K RPM ULTRA 320 SCSI HARD DRIVE 1 - NO OPERATING SYSTEM FOR DELL POWEREDGE SERVERS, NO OTHER 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 1 - 4-HOUR RESPONSE, 5X9, ON-SITE PARTS AND LABOUR SERVICE, 2 YEARS EXTENDED 1 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 1 - POWERVAULT 220S, 3U, 14 HDD, SCSI STORAGE ENCLOSURE 1 - CABLE, POWER, DOCUMENTATION PV22XS 1 - TWO 4 METER, PERC/39160 CABLE FOR PV22XS (WIDE HD TO SLIM VHDCI) 1 - 600W REDUNDANT POWER SUPPLY, FOR POWERVAULT 22XS 1 - RAPID RAILS FOR POWERVAULT 220S, CUSTOMER INSTALL 3 - BLANK HARD DRIVE CARRIER FOR DELL POWERVAULT 220/221S REQUIRES ALL SLOTS FILLED 1 - DOCUMENTATION KIT, HARD COPY AND ON CD, ENGLISH FOR DELL POWERVAULT 22XS FACTORY 1 - U320 ZEMM, ENCLOSURE MANAGEMENT MODULE, POWERVAULT 22XS, PAIR 2 - 73GB 10K U320 SCSI HARD DRIVE, PV220 1 - 4-HOUR RESPONSE, 7X24, ON-SITE PARTS AND LABOUR SERVICE, INITAL YEAR 1 - 4-HOUR RESPONSE, 7X24, ON-SITE PARTS AND LABOUR SERVICE, 2 YEAR EXTENDED 1 - SHIPPING AND HANDLING, WORKSTATIONS, OPTIPLEX, LATITUDE AND SERVERS 2 - POWERCONNECT 3348, 48 PORT FE STACKABLE MANAGED SWITCH, 2 GBE COMBO PORTS 2 - POWERCONNECT 4 - TYPE II CONTRACT 1 - HP 2848 SWITCH 48-PORT PROCUR SERIAL NUMBER SG350PN0J2, 1 - HP 2848 SWITCH 48-PORT PROCUR SERIAL NUMBER SG350PN0HW, 1 - HP 2848 SWITCH 48-PORT PROCUR SERIAL NUMBER SG350PN0IX, 1 - ACER CENTRINO TMC301XCI 1.5GHZ, 40G, 512MB, 14.1", CDRW/DVD MF12, 56K, 802.11B, XP PRO TABLET SERIAL NUMBER LXT280E00140501783M000, 1 - SYNCMASTER 150N 15IN TFT .39MM 1024X768 IVORY TC099, MF36 SERIAL NUMBER NB15H9NWC08425, 14- TOUCH BLK CORP. P4 2.8/256M/40G INT.VGA & LAN /52X/XP PRO, SD36 SERIAL NUMBER'S V4002832, V4002836, V4002838, V4002843, V4002845, V4002847, V4002849, V4002835, V4002837, V4002841, V4002844, V4002846, V4002848, V4002850, 6 - ATLAS 15K RPM 73GB U320 80PIN, REF 02/10/04 INV NO.1681888 3 - APC BATTERY FOR SU1400RM2U MF12 SERIAL NUMBER'S S4A0343P04705, S4A0343P04994, S4A0343P04993 15 - LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 1 - LEXMARK 500 SHEET TRAY FOR OPTRA T MF12 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760973, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760975, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760989, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760991, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760993, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777624, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777644, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777646, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803488, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803559, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803561, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975497, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975517, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975519, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975545, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760974, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760988, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 13951760990, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951760992, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777623, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777625, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951777645, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803487, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803489, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951803560, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975496, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975498, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975518, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975544, 2003 MS OFFICE SM BUSINESS SERIAL NUMBER 113951975546, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170434, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170436, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170438, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170440, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170450, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170452, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170435, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170437, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170439, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170441, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170451, MS WINDOWS XP PRO SP1A SERIAL NUMBER 00045455170453, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49J0EZMNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49M339MNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49P0G8MNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49L0J3MNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B49N59PMNGBXX, ATLAS 10K IV 73GB U320 80PIN SERIAL NUMBER B4992GLMNGBXX, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419430, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419432, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419434, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419431, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419433, DDR 1GB ECC 333MHZ PC2700 REG SERIAL NUMBER V419435, 1 - ACER 252ELCI P4 2.6 ($25 MAIL) 40GB 256MB 15IN, DVD/CDRW, 56K, MF12, NIC, 802.11B, WINXP PRO SERIAL NUMBER LXT3206154402C016FM000, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PRO SERIAL NUMBER V4001964, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PRO SERIAL NUMBER V4001967, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4001969, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002681, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PRO SERIAL NUMBER V4002683, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN

Saskatchewan
Personal Property Registry
Search Result

General Property

/52X/XP PROSERIAL NUMBER V4002685, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002687, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002689, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4001966, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PRO SERIAL NUMBER V4001968, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4001970, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PRO SERIAL NUMBER V4002682, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002684, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002686, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002688, TOUCH BLK CORP P4 2.8/256M/40G INT. VGA & LAN /52X/XP PROSERIAL NUMBER V4002690, 1 - ASUS SOCKET 478 INTEL 865PE 5PCI/OISA/OAMR 4D.DDR, AGP8X 800/533FSB, SATA, RAIDO, 1, SD36 SERIAL NUMBER 41MM238428, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401009, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401011, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401016, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401099, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401101, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951663715, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401010, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401015, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401017, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951401100, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951663714, 2003 MS OFFICE PROFESSIONAL SERIAL NUMBER 115951663716, ATLAS 15K RPM 73GB U320 80PIN SERIAL NUMBER C803LNKK, ATLAS 15K RPM 73GB U320 80PIN SERIAL NUMBER C803LTWK, ATLAS 15K RPM 73GB U320 80PIN SERIAL NUMBER C803YBFK, ATLAS 15K RPM 73GB U320 80PIN SERIAL NUMBER C803LPCK, ATLAS 15K RPM 73GB U320 80PIN SERIAL NUMBER C803W57K, ATLAS 15KRPM 73GB U320 80PIN SERIAL NUMBER C803Z67K, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100416, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100418, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100420, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100422, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100604, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100606, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100612, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100614, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102908, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102910, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102916, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102918, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100417, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100419, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100421, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100423, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100605, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100607, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100613, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31320GTUS0100615, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102909, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102911, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102917, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31330GTUS0102919, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105782, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105868, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105870, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105783, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105869, ALTEC 2PC 2X1W RMS SERIAL NUMBER 31340GTUS0105871, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053921, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053923, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053925, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053927, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053929, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD054041, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD054043, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD054047, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053922, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053924, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053926, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053928, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD053930 LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD054042, LG COMBO DRIVE (52X32X52 CDRW/16X DVD) BULK/NERO SOFTWARE SD12 SERIAL NUMBER 312ZD054045, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417590, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417592, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417594, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417596,DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417598, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417600, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417602, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417591, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417593, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417595, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417597, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417599, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417601, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417603, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417604, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417606, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417608, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417610, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417612, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417614, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417616, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417618, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417605, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417607, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417609, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417611, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417613, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417615, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417617, DDR 256MB/333MHZ-PC2700 8 CHIPS SERIAL NUMBER V417619 ANY ATTACHMENTS, ACCESSORIES, REPAIR OR REPLACEMENT PARTS AND OTHER PERSONAL OR MOVEABLE PROPERTY PLACED ON OR ADDED TO THE LEASED PROPERTY.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 30-Jun-2004 13:15:07

Registration #: 120971727
Expiry Date: 30-Jun-2012

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100996271 - 1
Entity Type: Business
Name: JCLD ONLINE

Address: 16-1375 SOUTHDOWN RD, STE 322
MISSISSAUGA -> ONTARIO
L5J2Z1
Other

Secured Party

Item #: 1
Party ID: 102535516 - 1
Entity Type: Business
Name: TOSHIBA FINANCE

Address: 5035 SOUTH SERVICE ROAD
BURLINGTON, ON
L7R4C8
Other

Debtor Party

***Item #:** 1
Party ID: 102642886 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN RD
SASKATOON, SK
S7P1A4
Other

General Property

TOSHIBA E-STUDIO 4511 COPIER ; TOSHIBA E-STUDIO 3511COPIER. ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSIONS, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS. PROCEEDS: ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INSTRUMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE, MONEY AND ANY PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS ARE SOLD, COLLECTED, DEALT WITH, EXCHANGED OR OTHERWISE DISPOSED OF.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 06-Jun-2005 15:37:49

Registration #: 122150131
Expiry Date: 06-Jun-2011

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 101363872 - 10
Entity Type: Business
Name: DISTINCT CREDIT SERVICES LTD.

Address: 57 ROYAL PINE AVE
WOODBRIDGE, -> ONTARIO
L4H1S9
Other

Secured Party

Item #: 1
Party ID: 102064374 - 1
Entity Type: Business
Name: DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

Address: 100-1235 NORTH SERVICE RD W
OAKVILLE -> ON -> CANADA
L6M2W2
Other

Debtor Party

***Item #:** 1
Party ID: 102795037 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SK -> CANADA
S7P1A4
Other

General Property

ALL GOODS SUPPLIED BY THE SECURED PARTY PURSUANT TO ALEASE BETWEEN THE DEBTOR AND THE SECURED PARTY, TOGETHER WITH ALL PARTS AND ACCESSORIES THERETO AND ACCESSION THERETO AND ALL REPLACEMENTS OR SUBSTITUTIONS FOR SUCH GOODS AND PROCEEDS THEREOF (PROCEEDS AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (SK)) AND ANY INSURANCE PROCEEDS RESULTING THERE FROM

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 29-Aug-2005 15:26:16

Registration #: 122486516
Expiry Date: 29-Aug-2015

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: SUBORDINATION AGREEMENT

Notations
Trust Indenture: No

Registrant

Party ID: 100603933 - 4
Entity Type: Business
Name: MCKERCHER MCKERCHER & WHITMORE

Address: 374 THIRD AVENUE S
SASKATOON -> SK
S7K1M5
Other

Secured Party

Item #: 1
Party ID: 102838733 - 2
Entity Type: Person
Name: HOGERVORST, JENNY M.

Address: R.R.#1
LUCKNOW -> ONTARIO -> CANADA
N7Z2T4
Other

Debtor Party

***Item #:** 1
Party ID: 102838736 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SASKATCHEWAN -> CANADA
S7P1A4
Other

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. SUBORDINATION OF REGISTRATION NO. 122486516 IN FAVOUR OF REGISTRATION NOS. 122513729 AND 122513779 PURSUANT TO A SUBORDINATION AGREEMENT MADE AS OF SEPTEMBER 6, 2005.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 29-Aug-2005 15:26:16

Registration #: 122486516
Transaction #: 1
Expiry Date: 29-Aug-2015

Event Type: Setup
Transaction Reason: Regular

Registrant

Party ID: 100603933 - 4
Entity Type: Business
Name: MCKERCHER MCKERCHER & WHITMORE

Address: 374 THIRD AVENUE S
SASKATOON -> SK
S7K1M5
Other

Secured Party

Item #: 1
Party ID: 102838733 - 1
Entity Type: Person
Name: HOGERVORST, JENNY M.

Address: R.R.#1
LOCKNOW -> ONTARIO -> CANADA
N7Z2T4
Other

Saskatchewan
Personal Property Registry
Search Result

Secured Party

Debtor Party

Item #: 1
Party ID: 102838736 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SASKATCHEWAN -> CANADA
S7P1A4
Other

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

History - Amendment

Amendment Date: 30-Aug-2005 08:39:20

Registration #: 122486516
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID: 100603933 - 4
Entity Type: Business
Name: MCKERCHER MCKERCHER & WHITMORE

Address: 374 THIRD AVENUE S
SASKATOON -> SK
S7K1M5
Other

Secured Party

Action: Update
Item #: 1
Party ID: 102838733 - 2
Entity Type: Person
Name: HOGERVORST, JENNY M.

Address: R.R.#1
LUCKNOW -> ONTARIO -> CANADA
N7Z2T4
Other

History - Amendment

Amendment Date: 06-Sep-2005 11:50:43

Registration #: 122486516
Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular
Transaction Description: SUBORDINATION AGREEMENT

Notations
Trust Indenture: No

Registrant

Party ID: 100603933 - 4
Entity Type: Business
Name: MCKERCHER MCKERCHER & WHITMORE

Address: 374 THIRD AVENUE S
SASKATOON -> SK
S7K1M5
Other

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. SUBORDINATION OF REGISTRATION NO. 122486516 IN FAVOUR OF REGISTRATION NOS. 122513729 AND 122513779 PURSUANT TO A SUBORDINATION AGREEMENT MADE AS OF SEPTEMBER 6, 2005.

Saskatchewan
Personal Property Registry
Search Result

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 29-Aug-2005 15:32:27

Registration #: 122486566
Expiry Date: 29-Aug-2015

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: SUBORDINATION AGREEMENT

Notations
Trust Indenture: No

Registrant

Party ID: 100603933 - 4
Entity Type: Business
Name: MCKERCHER MCKERCHER & WHITMORE

Address: 374 THIRD AVENUE S
SASKATOON -> SK
S7K1M5
Other

Secured Party

Item #: 1
Party ID: 102838737 - 2
Entity Type: Business
Name: 1264752 ONTARIO INC.

Address: R.R.#1
LUCKNOW -> ONTARIO -> CANADA
N7A2T4
Other

Debtor Party

***Item #:** 1
Party ID: 102838736 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SASKATCHEWAN -> CANADA
S7P1A4
Other

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. SUBORDINATION OF REGISTRATION NO. 122486566 IN FAVOUR OF REGISTRATION NOS. 122513729 AND 122513779 PURSUANT TO A SUBORDINATION AGREEMENT MADE AS OF SEPTEMBER 6, 2005.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 29-Aug-2005 15:32:27

Registration #: 122486566
Transaction #: 1
Expiry Date: 29-Aug-2015

Event Type: Setup
Transaction Reason: Regular

Registrant

Party ID: 100603933 - 4
Entity Type: Business
Name: MCKERCHER MCKERCHER & WHITMORE

Address: 374 THIRD AVENUE S
SASKATOON -> SK
S7K1M5
Other

Secured Party

Item #: 1
Party ID: 102838737 - 2
Entity Type: Business
Name: 1264752 ONTARIO INC.

Address: R.R.#1
LUCKNOW -> ONTARIO -> CANADA
N7A2T4
Other

Saskatchewan
Personal Property Registry
Search Result

Secured Party

Debtor Party

Item #: 1
Party ID: 102838736 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SASKATCHEWAN -> CANADA
S7P1A4
Other

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

History - Amendment

Amendment Date: 06-Sep-2005 11:55:17

Registration #: 122486566
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: SUBORDINATION AGREEMENT

Notations
Trust Indenture: No

Registrant

Party ID: 100603933 - 4
Entity Type: Business
Name: MCKERCHER MCKERCHER & WHITMORE

Address: 374 THIRD AVENUE S
SASKATOON -> SK
S7K1M5
Other

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. SUBORDINATION OF REGISTRATION NO. 122486566 IN FAVOUR OF REGISTRATION NOS. 122513729 AND 122513779 PURSUANT TO A SUBORDINATION AGREEMENT MADE AS OF SEPTEMBER 6, 2005.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 06-Sep-2005 11:42:06

Registration #: 122513729
Expiry Date: 06-Sep-2015

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100603933 - 4
Entity Type: Business
Name: MCKERCHER MCKERCHER & WHITMORE

Address: 374 THIRD AVENUE S
SASKATOON -> SK
S7K1M5
Other

Secured Party

Item #: 1
Party ID: 102838097 - 1
Entity Type: Business
Name: VISION MANAGEMENT & CONSULTING INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SASKATCHEWAN -> CANADA
S7P1A4
Other

Debtor Party

***Item #:** 1
Party ID: 102134512 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SASKATCHEWAN -> CANADA
S7P1A4
Other

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 06-Sep-2005 11:45:54

Registration #: 122513779
Expiry Date: 06-Sep-2015

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100603933 - 4
Entity Type: Business
Name: MCKERCHER MCKERCHER & WHITMORE

Address: 374 THIRD AVENUE S
SASKATOON -> SK
S7K1M5
Other

Secured Party

Item #: 1
Party ID: 102838107 - 1
Entity Type: Business
Name: SUCCESS MANAGEMENT CORP.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SASKATCHEWAN -> CANADA
S7P1A4
Other

Debtor Party

***Item #:** 1
Party ID: 102134512 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SASKATCHEWAN -> CANADA
S7P1A4
Other

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 14-Jun-2006 14:20:39

Registration #: 300046755
Expiry Date: 14-Jun-2016

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 150005163 - 1
Entity Type: Business
Name: MCKERCHER MCKERCHER & WHITMORE LLP

Address: 374 THIRD AVENUE S
SASKATOON,SK
S7K1M5
Canada

Secured Party

Item #: 1
Party ID: 150108613 - 1
Entity Type: Business
Name: Cover-All Holdings Inc.

Address: 3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

Debtor Party

***Item #:** 1
Party ID: 150108614 - 1
Entity Type: Business
Name: Cover-All Building Systems Inc.

Address: 3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

General Property

All of the Debtor's present and after acquired personal property.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 31-Aug-2006 11:43:21

Registration #: 300077775
Expiry Date: 31-Aug-2009

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: NO

Registrant

Party ID: 150000519 - 1
Entity Type: Business
Name: Canadian Securities Registration Systems

Address: 4126 Norland Avenue
Burnaby,British Columbia
V5G3S8
Canada

Secured Party

Item #: 1
Party ID: 150000786 - 1
Entity Type: Business
Name: GMAC Leaseco Corporation

Address: 2400 - 10155 102 Street
Edmonton, Alberta
T5J4G8
Canada

Debtor Party

***Item #:** 1
Party ID: 150176453 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN RD
SASKATOON, Saskatchewan
S7P1A4
Canada

Serial Property

Item #: 1
Serial Type: Motor Vehicle
Serial #: 1GTHK33D97F108136
Override: No

Year: 2007
Make/Desc.: GMC
Model: SIERRA
Color:

General Property

ALL CASH AND NON-CASH PROCEEDS OF THE COLLATERAL INCLUDING WITHOUT LIMITATION PROCEEDS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR THAT INDEMNIFIES OR COMPENSATES THE DEBTOR FOR THE DESTRUCTION OR DAMAGE TO OR LOSS OF THE COLLATERAL. THE PROCEEDS MAY TAKE THE FORM OF ANY ONE OR MORE OF THE FOLLOWING: GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY SECURITIES OR INTANGIBLES. ACCORDINGLY, ANY OF THE DEBTOR'S AFTER ACQUIRED PERSONAL PROPERTY MAY BE PROCEEDS AND THEREFORE SUBJECT TO THE SECURED PARTY'S SECURITY INTEREST.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 02-Jan-2007 17:49:26

Registration #: 300119793
Expiry Date: 02-Jan-2010

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: NO

Registrant

Party ID: 150000519 - 1
Entity Type: Business
Name: Canadian Securities Registration Systems

Address: 4126 Norland Avenue
Burnaby,British Columbia
V5G3S8
Canada

Secured Party

Item #: 1
Party ID: 150265435 - 1
Entity Type: Business
Name: Ford Credit Canada Leasing, A Division Of Canadian Road Leasing Company

Address: PO Box 2400
Edmonton, Alberta
T5J5C7
Canada

Debtor Party

***Item #:** 1
Party ID: 150265467 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS, INC.

Address: 3815 WANUSKEWIN RD
Saskatoon, Saskatchewan
T7P1A4
Canada

***Item #:** 2
Party ID: 150265468 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN RD
Saskatoon, Saskatchewan
T7P1A4
Canada

Serial Property

Item #: 1
Serial Type: Motor Vehicle
Serial #: 1FTPW14547FA21031
Override: No

Year: 2007
Make/Desc.: FORD
Model: F150
Color:

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 23-Apr-2007 09:34:23

Registration #: 300158095
Expiry Date: 23-Apr-2013

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 150000175 - 1
Entity Type: Business
Name: (REGISTRY = RECOVERY) INC

Address: 1551 THE QUEENSWAY
TORONTO,ON
M8Z1T8
Canada

Secured Party

Item #: 1
Party ID: 150005233 - 1
Entity Type: Business
Name: MCAP LEASING INC.

Address: 5575 NORTH SERVICE RD, STE 300
BURLINGTON, Ontario
L7L6M1
Canada

Debtor Party

***Item #:** 1
Party ID: 150344544 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON, Saskatchewan
S7P1A4
Canada

General Property

(1)COPIER TOSHIBA KIT
(1)TOSHIBA STUDIO 3510C S/N CVL612334
(1)RADF TOSHIBA DOC FEEDER S/N MSK697032
(1)PFP 2500 SHEET LCF S/N CXL616167
(1)SADDLESTITCH/FINISHER S/N CYI613452
(1)HOLE PUNCH UNIT TOSHIBA S/N XF620618
(1)512MB MEMORY/FC2500/3500
(1)256MB MEMORY/FC2500/3500
(1)BRIDGE KIT/FC2500/3500
(1)DIGITAL QC(120V/15A)
(1)FAX BOARD/FV-2500/3500

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 30-Apr-2007 07:06:07

Registration #: 300161744
Expiry Date: 30-Apr-2011

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 150000175 - 1
Entity Type: Business
Name: (REGISTRY = RECOVERY) INC

Address:
1551 THE QUEENSWAY
TORONTO,ON
M8Z1T8
Canada

Secured Party

Item #: 1
Party ID: 150005233 - 1
Entity Type: Business
Name: MCAP LEASING INC.

Address:
5575 NORTH SERVICE RD, STE 300
BURLINGTON, Ontario
L7L6M1
Canada

Debtor Party

***Item #:** 1
Party ID: 150344544 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC.

Address:
3815 WANUSKEWIN ROAD
SASKATOON, Saskatchewan
S7P1A4
Canada

General Property

(1)COPIER KIT KYOCERA
(1)KYOCERA DIGITAL COPIER S/N D3016973
(1)KYOCERA STAPLE/FINISHER S/N F3030283
(1)SCAN SYSTEM (D)
(1)HD-MF4 20GB HDD E-MPS
(1)KYOCERA BOOKLET FOLDER S/N H3003663
(1)PRINTER SYSTEM Q
(1)PH-3A HOLE PUNCH UNIT KM

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 19-Oct-2007 10:28:10

Registration #: 300237595
Expiry Date: 19-Oct-2014

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA,SK
S4P4G1
Canada

Secured Party

Item #: 1
Party ID: 150284175 - 1
Entity Type: Business
Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Address: 595 Bay Street, 5th Floor
Toronto, Ontario
M5G2C2
Canada

Debtor Party

***Item #:** 1
Party ID: 150108614 - 1
Entity Type: Business
Name: Cover-All Building Systems Inc.

Address: 3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION. THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 19-Oct-2007 10:37:00

Registration #: 300237601
Expiry Date: 19-Oct-2014

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address:
700-2103-11TH AVE
REGINA,SK
S4P4G1
Canada

Secured Party

Item #: 1
Party ID: 150284175 - 1
Entity Type: Business
Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Address:
595 Bay Street, 5th Floor
Toronto, Ontario
M5G2C2
Canada

Debtor Party

***Item #:** 1
Party ID: 150108614 - 1
Entity Type: Business
Name: Cover-All Building Systems Inc.

Address:
3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION. THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED CREDIT AGREEMENT.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 19-Jul-2005 14:27:19
Registration #: 122315676
Expiry Date: 19-Jul-2008

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100817442 - 33
Entity Type: Business
Name: CANADIAN SECURITIES REGISTRATION SYSTEMS

Address: 4126 NORLAND AVENUE
BURNABY -> BRITISH COLUMBIA
V5G3S8
Other

Secured Party

Item #: 1
Party ID: 102591698 - 1
Entity Type: Business
Name: CHRYSLER FINANCIAL CANADA

Address: 1200-13131 LAKE FRASER DR SE
CALGARY -> AB
T2J7E8
Other

Item #: 2
Party ID: 102591700 - 1
Entity Type: Business
Name: DAIMLERCHRYSLER SERVICES CANADA INC.

Address: 1200-13131 LAKE FRASER DR SE
CALGARY -> AB
T2J7E8
Other

Debtor Party

***Item #:** 1
Party ID: 102816589 - 1
Entity Type: Business
Name: COVER ALL BUILDING SYSTEMS INC

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SK
S7P1A4
Other

***Item #:** 2
Party ID: 102390632 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SK
S7P1A4
Other

Serial Property

Item #: 1
Serial Type: Motor Vehicle
Serial #: 1D7HW48N85S255098
Override: No

Year:
Make/Desc.: 2005 DODGE DAKOTA
Model: CNV: CARS (1)
Color:

Saskatchewan
Personal Property Registry
Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 13-Dec-1999 13:55:23

Registration #: 114479610
Expiry Date: Infinity

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100602184 - 1
Entity Type: Business
Name: MCDOUGALL READY

Address: 300 - 110 21ST STREET
SASKATOON, SASK
S7K0B6
Other

Secured Party

Item #: 1
Party ID: 101762103 - 1
Entity Type: Business
Name: ALLIED TUBE & CONDUIT CORPORATION

Address: 16100 S. LATHROP AVENUE
HARVEY, ILLINOIS -> U.S.A. -> 60426
Other

Debtor Party

***Item #:** 1
Party ID: 101762109 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS

Address: 2201 SPEERS AVENUE
SASKATOON, SASKATCHEWAN
S7L5X6
Other

Item #: 2
Party ID: 101762112 - 1
Entity Type: Business
Name: FORGE INNOVATIONS INC.

Address: 200 - 374 THIRD AVENUE SOUTH
SASKATOON, SASKATCHEWAN
S7K1M5
Other

Item #: 3
Party ID: 101762113 - 1
Entity Type: Business
Name: VISION MANAGEMENT & CONSULTING INC.

Address: 200 - 374 THIRD AVENUE SOUTH
SASKATOON, SASKATCHEWAN
S7K1M5
Other

General Property

ALL PERSONAL PROPERTY SOLD, CONSIGNED, OR DELIVERED BY THE SECURED PARTY TO THE DEBTORS, INCLUDING GALVANIZED AND OTHER STEEL TUBING. PROCEEDS, INCLUDING BUT NOT LIMITED TO, TRADE-INS, EQUIPMENT, CASH, BANK ACCOUNTS, NOTES, CHATTEL PAPER, GOODS, CONTRACT RIGHTS, ACCOUNTS, AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS ARE SOLD, EXCHANGED, COLLECTED OR OTHERWISE DISPOSED OF.ALL PERSONAL PROPERTY, INCLUDING GALVANIZED AND OTHER STEEL TUBING, CONSIGNED BY THE SECURED PARTY TO THE DEBTORS FROM TIME TO TIME PURSUANT TO A CONSIGNMENT AGREEMENT DATED SEPTEMBER 2, 1999.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 13-Dec-1999 13:55:23

Registration #: 114479610
Transaction #: 1
Expiry Date: Infinity

Event Type: Setup
Transaction Reason: Regular

Saskatchewan
Personal Property Registry
Search Result

Registrant

Party ID: 100602184 - 1
Entity Type: Business
Name: MCDOUGALL READY

Address: 300 - 110 21ST STREET
SASKATOON, SASK
S7K0B6
Other

Secured Party

Item #: 1
Party ID: 101762103 - 1
Entity Type: Business
Name: ALLIED TUBE & CONDUIT CORPORATION

Address: 16100 S. LATHROP AVENUE
HARVEY, ILLINOIS -> U.S.A. -> 60426
Other

Debtor Party

Item #: 1
Party ID: 101762109 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS

Address: 2201 SPEERS AVENUE
SASKATOON, SASKATCHEWAN
S7L5X6
Other

Item #: 2
Party ID: 101762112 - 1
Entity Type: Business
Name: FORGE INNOVATIONS INC.

Address: 200 - 374 THIRD AVENUE SOUTH
SASKATOON, SASKATCHEWAN
S7K1M5
Other

Item #: 3
Party ID: 101762113 - 1
Entity Type: Business
Name: VISION MANAGEMENT & CONSULTING INC.

Address: 200 - 374 THIRD AVENUE SOUTH
SASKATOON, SASKATCHEWAN
S7K1M5
Other

General Property

ALL PERSONAL PROPERTY SOLD, CONSIGNED, OR DELIVERED BY THE SECURED PARTY TO THE DEBTORS, INCLUDING GALVANIZED AND OTHER STEEL TUBING. PROCEEDS, INCLUDING BUT NOT LIMITED TO, TRADE-INS, EQUIPMENT, CASH, BANK ACCOUNTS, NOTES, CHATTEL PAPER, GOODS, CONTRACT RIGHTS, ACCOUNTS, AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS ARE SOLD, EXCHANGED, COLLECTED OR OTHERWISE DISPOSED OF.

History - Amendment

Amendment Date: 25-Oct-2000 10:05:22

Registration #: 114479610
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100602184 - 1
Entity Type: Business
Name: MCDOUGALL READY

Address: 300 - 110 21ST STREET
SASKATOON, SASK
S7K0B6
Other

General Property

ALL PERSONAL PROPERTY SOLD, CONSIGNED, OR DELIVERED BY THE SECURED PARTY TO THE DEBTORS, INCLUDING GALVANIZED AND OTHER STEEL TUBING. PROCEEDS, INCLUDING BUT NOT LIMITED TO, TRADE-INS, EQUIPMENT, CASH, BANK ACCOUNTS, NOTES, CHATTEL PAPER, GOODS, CONTRACT RIGHTS, ACCOUNTS, AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS ARE SOLD, EXCHANGED, COLLECTED OR OTHERWISE DISPOSED OF.ALL PERSONAL PROPERTY,

Saskatchewan
Personal Property Registry
Search Result

General Property

INCLUDING GALVANIZED AND OTHER STEEL TUBING, CONSIGNED BY THE SECURED PARTY TO THE DEBTORS FROM TIME TO TIME PURSUANT TO A CONSIGNMENT AGREEMENT DATED SEPTEMBER 2, 1999.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 26-Jan-2001 14:58:02
Registration #: 116005653
Expiry Date: 26-Jan-2011

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100603050 - 1
Entity Type: Business
Name: MACPHERSON LESLIE & TYERMAN

Address: 1500 - 1874 SCARTH STREET
REGINA, SK
S4P4E9
Other

Secured Party

Item #: 1
Party ID: 101945856 - 1
Entity Type: Business
Name: INTERTAPE POLYMER INC.

Address: 110 E. MONTEE DE LIESSE
ST. LAURENT, QUEBEC
H4T1N4
Other

Debtor Party

***Item #:** 1
Party ID: 101866938 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS

Address: 2201 SPEERS AVENUE
SASKATOON, SASKATCHEWAN
S7L5X6
Other

General Property

INVENTORY COMPRISING ALL PRODUCTS PURCHASED BY, ORPROVIDED TO, THE DEBTOR FROM THE SECURED PARTY INCLUDING ALL ATTACHMENTS, REPLACEMENTS, SUBSTITUTIONS, SUPPLIES, ACCESSORIES, ACCESSIONS AND ADDITIONS THERETO OR THEREFORE. PROCEEDS: GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, ACCOUNTS, EQUIPMENT, INVENTORY AND INTANGIBLES.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 16-Aug-2004 15:19:25

Registration #: 121148385
Expiry Date: 16-Aug-2009

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100817442 - 33
Entity Type: Business
Name: CANADIAN SECURITIES REGISTRATION SYSTEMS

Address: 4126 NORLAND AVENUE
BURNABY -> BRITISH COLUMBIA
V5G3S8
Other

Secured Party

Item #: 1
Party ID: 102059550 - 1
Entity Type: Business
Name: BANK OF NOVA SCOTIA

Address: 111 2ND AVENUE SOUTH
SASKATOON -> SK
S7K1K6
Other

Debtor Party

***Item #:** 1
Party ID: 102351286 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SK
S7P1A4
Other

Serial Property

Item #: 1
Serial Type: Other
Serial #: 853004
Override: No

Year:
Make/Desc.: VERTICAL BANDSAW HEM VT130HM
Model:
Color:

General Property

SCOTIA LEASEVERTICAL BANDSAW HEM VT130HM SERIAL NUMBER 853004, ANY ATTACHMENTS, ACCESSORIES, REPAIR OR REPLACEMENT PARTS AND OTHER PERSONAL OR MOVEABLE PROPERTY PLACED ON OR ADDED TO THE LEASED PROPERTY.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 16-Aug-2004 15:20:47
Registration #: 121148416
Expiry Date: 16-Aug-2009

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100817442 - 33
Entity Type: Business
Name: CANADIAN SECURITIES REGISTRATION SYSTEMS

Address: 4126 NORLAND AVENUE
BURNABY -> BRITISH COLUMBIA
V5G3S8
Other

Secured Party

Item #: 1
Party ID: 102059550 - 1
Entity Type: Business
Name: BANK OF NOVA SCOTIA

Address: 111 2ND AVENUE SOUTH
SASKATOON -> SK
S7K1K6
Other

Debtor Party

***Item #:** 1
Party ID: 102351286 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SK
S7P1A4
Other

Serial Property

Item #: 1
Serial Type: Other
Serial #: MATRBEC4120
Override: No

Year:
Make/Desc.: IMCOR CPHV-70 HYDRAULIC A
Model:
Color:

General Property

SCOTIA LEASEIMCOR CPHV-70 HYDRAULIC ANGLE ROLLER SERIAL NUMBER MATR BEC4120, ANY ATTACHMENTS, ACCESSORIES, REPAIR OR REPLACEMENT PARTS AND OTHER PERSONAL OR MOVEABLE PROPERTY PLACED ON OR ADDED TO THE LEASED PROPERTY.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 10-Dec-2001 14:41:05
Registration #: 117448278
Expiry Date: 10-Dec-2008

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 100996271 - 1
Entity Type: Business
Name: JCLD ONLINE

Address: 16-1375 SOUTHDOWN RD, STE 322
MISSISSAUGA -> ONTARIO
L5J2Z1
Other

Secured Party

Item #: 1
Party ID: 102074203 - 1
Entity Type: Business
Name: CIT FINANCIAL LTD.

Address: 5035 SOUTH SERVICE ROAD
BURLINGTON, ON
L7R4C8
Other

Debtor Party

***Item #:** 1
Party ID: 102170301 - 1
Entity Type: Business
Name: COVER-ALL BUILDING SYSTEMS INC

Address: 3815 WANUSKEWIN ROAD
SASKATOON, SK
S7P1A4
Other

General Property

PHOTOCOPIERS. ALL PRESENT AND FUTURE ATTACHMENTS,ACCESSIONS, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS. PROCEEDS: ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INSTRUMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE, MONEY AND ANY PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS ARE SOLD, COLLECTED, DEALT WITH, EXCHANGED OR OTHERWISE DISPOSED OF.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 03-Mar-2003 12:57:40
Registration #: 119141254
Expiry Date: 03-Mar-2008

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 101363872 - 10
Entity Type: Business
Name: DISTINCT CREDIT SERVICES LTD.

Address: 57 ROYAL PINE AVE
WOODBRIDGE, -> ONTARIO
L4H1S9
Other

Secured Party

Item #: 1
Party ID: 102402109 - 1
Entity Type: Business
Name: DE LAGE LANDEN FINANCIAL SERVICES CANADA, INC.

Address: 100-1235 NORTH SERVICE RD WEST
OAKVILLE -> ON -> CANADA
L6M2W2
Other

Debtor Party

***Item #:** 1
Party ID: 102402112 - 1
Entity Type: Business
Name: COVERALL BUILDING SYSTEMS INC.

Address: 3815 WANUSKEWIN ROAD
SASKATOON -> SK -> CANADA
S7P1A4
Other

General Property

"ALL GOODS SUPPLIED BEFORE OR HERAFTER BY THE SECUREDPARTY, ALL PARTS AND ACCESSORIES THERETO AND ACCESSIONN THERETO AND ALL REPLACEMENTS OR SUBSTITUTIONS FOR SUCH GOODS. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (SK)) AND INSURANCE PROCEEDS."

End of Search Result

Saskatchewan
Personal Property Registry
Search Result

Searching Party: BALFOUR MOSS
Search Date: 06-Dec-2007 10:44:55
Search Type: Standard

Search #: 200348523
Client Reference: 421.00.041 MG
Control #:

Search Criteria
Search By: Business Debtor Name

Business Name
1353537 Alberta Ltd.

The following list displays all matches & indicates the ones that were selected.
4 Registration(s) Found: Exacts (4) - Similars (0)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	300237553	1353537 Alberta Ltd.	Calgary
Yes	Exact	300237553	1353537 Alberta Ltd.	Saskatoon
Yes	Exact	300237585	1353537 Alberta Ltd.	Calgary
Yes	Exact	300237585	1353537 Alberta Ltd.	Saskatoon

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 19-Oct-2007 09:50:15

Registration #: 300237553
Expiry Date: 19-Oct-2014

Event Type: Amendment
Transaction Reason: Regular
Transaction Description: Add serial # goods

Notations
Trust Indenture: No

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address:
700-2103-11TH AVE
REGINA,SK
S4P4G1
Canada

Secured Party

Item #: 1
Party ID: 150284175 - 1
Entity Type: Business
Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Address:
595 Bay Street, 5th Floor
Toronto, Ontario
M5G2C2
Canada

Debtor Party

***Item #:** 1
Party ID: 150497723 - 1
Entity Type: Business
Name: 1353537 Alberta Ltd.

Address:
4300 Banker's Hall West
888 - 3rd Street S.W.
Calgary, Alberta
T2P5C5
Canada

***Item #:** 2
Party ID: 150497723 - 2
Entity Type: Business
Name: 1353537 Alberta Ltd.

Address:
3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

Item #: 3
Party ID: 150108614 - 1
Entity Type: Business
Name: Cover-All Building Systems Inc.

Address:
3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

Serial Property

Item #: 1
Serial Type: Motor Vehicle
Serial #: 1FDAF57F22EC77583
Override: No

Year: 2002
Make/Desc.: Ford F550 Boom Truck
Model:
Color:

Item #: 2
Serial Type: Trailer
Serial #: 10WPAEH26YW029587
Override: No

Year: 2000
Make/Desc.: Classic Cargo Trailer
Model:
Color:

Item #: 3
Serial Type: Trailer
Serial #: 2V9US21447C010073
Override: No

Year: 2005
Make/Desc.: Van Eyl Trailer
Model:
Color:

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Item #: 4
Serial Type: Trailer
Serial #: 2V9US211185C007982
Override: No

Item #: 5
Serial Type: Motor Vehicle
Serial #: WVWSP21J13W427275
Override: No

Item #: 6
Serial Type: Motor Vehicle
Serial #: WVWSP21J23W433375
Override: No

Item #: 7
Serial Type: Motor Vehicle
Serial #: WVWSP21J43W441977
Override: No

Item #: 8
Serial Type: Motor Vehicle
Serial #: WVWSP21J53W528741
Override: No

Item #: 9
Serial Type: Motor Vehicle
Serial #: WVWSP21J83W482483
Override: No

Item #: 10
Serial Type: Motor Vehicle
Serial #: 2D4GP24R55R300387
Override: No

Item #: 11
Serial Type: Motor Vehicle
Serial #: WVWAK73CX6E047898
Override: No

Item #: 12
Serial Type: Motor Vehicle
Serial #: 607217
Override: Yes

Item #: 13
Serial Type: Motor Vehicle
Serial #: 1GTHK33D97F108136
Override: No

Item #: 14
Serial Type: Motor Vehicle
Serial #: 2B4GP44R8XR382012
Override: No

Item #: 15
Serial Type: Motor Vehicle
Serial #: 1D7HW48N85S255098
Override: No

Item #: 16
Serial Type: Motor Vehicle
Serial #: 1B7GL23X9VS148234
Override: No

Item #: 17
Year: 2005
Make/Desc.: Van Eyl Trailer
Model:
Color:

Year: 2003
Make/Desc.: Volkswagon Jetta
Model:
Color:

Year: 2003
Make/Desc.: Volkswagon Jetta
Model:
Color:

Year: 2003
Make/Desc.: Volkswagon Jetta
Model:
Color:

Year: 2003
Make/Desc.: Volkswagon Jetta
Model:
Color:

Year: 2003
Make/Desc.: Volkswagon Jetta
Model:
Color:

Year: 2005
Make/Desc.: Dodge Grand Caravan
Model:
Color:

Year: 2006
Make/Desc.: Volkswagon Passat
Model:
Color:

Year: 1988
Make/Desc.: JCB 930 Forklift
Model:
Color:

Year: 2007
Make/Desc.: GMC Sierra 3500 Series Truck
Model:
Color:

Year: 1999
Make/Desc.: Dodge Grand Caravan
Model:
Color:

Year: 2005
Make/Desc.: Dodge Dakota Pickup Truck
Model:
Color:

Year: 1997
Make/Desc.: Dodge Dakota Pickup Truck
Model:
Color:

Year: 2007

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Serial Type: Motor Vehicle
Serial #: 1FTPW14547FA21031
Override: No
Year: 2002
Make/Desc.: Ford F100/F150 Series Pickup Truck
Model:
Color:

Item #: 18
Serial Type: Motor Vehicle
Serial #: 1FTNW21F82EB34960
Override: No
Year: 2002
Make/Desc.: Ford Pickup Truck
Model:
Color:

Item #: 19
Serial Type: Motor Vehicle
Serial #: 1FTEF25Y5PLA45975
Override: No
Year: 1993
Make/Desc.: Ford F250 Series Pickup Truck
Model:
Color:

Item #: 20
Serial Type: Motor Vehicle
Serial #: 1GCCS14B6F2255208
Override: No
Year: 1985
Make/Desc.: Chevrolet S10 Pickup Truck
Model:
Color:

Item #: 21
Serial Type: Motor Vehicle
Serial #: 1FTPW14587FA25941
Override: No
Year: 2007
Make/Desc.: Ford F150 Pickup Truck
Model:
Color:

Item #: 22
Serial Type: Trailer
Serial #: 4Z1GF253865001645
Override: No
Year: 2006
Make/Desc.: Trailer
Model:
Color:

Item #: 23
Serial Type: Trailer
Serial #: 2CUL2TJ9842015016
Override: No
Year: 2004
Make/Desc.: Trailtech Trailer
Model:
Color:

Item #: 24
Serial Type: Trailer
Serial #: 1R9RF10131P000843
Override: No
Year: 2001
Make/Desc.: Ringo Trailer
Model:
Color:

Item #: 25
Serial Type: Motor Vehicle
Serial #: 31A01901
Override: Yes
Year: 1990
Make/Desc.: Caterpillar RC-60 Forklift
Model:
Color:

Item #: 26
Serial Type: Motor Vehicle
Serial #: MAR95J16P121226
Override: Yes
Year: 1995
Make/Desc.: Lull 844B Highlander Forklift
Model:
Color:

Item #: 27
Serial Type: Motor Vehicle
Serial #: 661589
Override: Yes
Year: 1997
Make/Desc.: JCB-940 Forklift
Model:
Color:

Item #: 28
Serial Type: Motor Vehicle
Serial #: 2734606652
Override: Yes
Year: 1997
Make/Desc.: Sellick SG60 Forklift
Model:
Color:

Item #: 29
Serial Type: Motor Vehicle
Serial #: 5DP00099
Override: Yes
Year: 1997
Make/Desc.: Cat DP-135 Forklift
Model:
Color:

Item #: 30
Serial Type: Motor Vehicle
Year: 1997
Make/Desc.: JCB-930 Forklift

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Serial #: 662311
Override: Yes

Item #: 31
Serial Type: Motor Vehicle
Serial #: 44720098324
Override: Yes

Item #: 32
Serial Type: Motor Vehicle
Serial #: 43760068324
Override: Yes

Item #: 33
Serial Type: Motor Vehicle
Serial #: RT804ND4RT01189
Override: Yes

Item #: 34
Serial Type: Motor Vehicle
Serial #: 5DP10067
Override: Yes

Model:
Color:

Year: 2000
Make/Desc.: Sellick SD80S Forklift
Model:
Color:

Year: 2000
Make/Desc.: Sellick SD80A Forklift
Model:
Color:

Year: 2001
Make/Desc.: Eagle Picher RT-80 Forklift
Model:
Color:

Year: 2004
Make/Desc.: Cat DP-135 Forklift
Model:
Color:

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION. THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 19-Oct-2007 09:50:15

Registration #: 300237553
Transaction #: 1
Expiry Date: 19-Oct-2014

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party

Item #: 1
Party ID: 150284175 - 1
Entity Type: Business
Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Address: 595 Bay Street, 5th Floor
Toronto, Ontario
M5G2C2
Canada

Debtor Party

Item #: 1
Party ID: 150497723 - 1

Address: 4300 Banker's Hall West
888 - 3rd Street S.W.

Saskatchewan
Personal Property Registry
Search Result

Debtor Party

Entity Type: Business
Name: 1353537 Alberta Ltd.

Calgary, Alberta
T2P5C5
Canada

Item #: 2
Party ID: 150497723 - 2
Entity Type: Business
Name: 1353537 Alberta Ltd.

Address: 3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION. THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.

History - Amendment

Amendment Date: 31-Oct-2007 11:00:22

Registration #: 300237553
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Debtor Party

Action: Add
Item #: 3
Party ID: 150108614 - 1
Entity Type: Business
Name: Cover-All Building Systems Inc.

Address: 3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

History - Amendment

Amendment Date: 06-Dec-2007 09:36:58

Registration #: 300237553
Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular
Transaction Description: Add serial # goods

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Serial Property

Action: Add
Item #: 1
Serial Type: Motor Vehicle

Year: 2002
Make: Ford F550 Boom Truck
Model:

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Serial #:	1FDAF57F22EC77583	**Color:**	
Override:	No		
Action:	Add	**Year:**	2000
Item #:	2	**Make:**	Classic Cargo Trailer
Serial Type:	Trailer	**Model:**	
Serial #:	10WPAEH26YW029587	**Color:**	
Override:	No		
Action:	Add	**Year:**	2005
Item #:	3	**Make:**	Van Eyl Trailer
Serial Type:	Trailer	**Model:**	
Serial #:	2V9US21447C010073	**Color:**	
Override:	No		
Action:	Add	**Year:**	2005
Item #:	4	**Make:**	Van Eyl Trailer
Serial Type:	Trailer	**Model:**	
Serial #:	2V9US211185C007982	**Color:**	
Override:	No		
Action:	Add	**Year:**	2003
Item #:	5	**Make:**	Volkswagon Jetta
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWSP21J13W427275	**Color:**	
Override:	No		
Action:	Add	**Year:**	2003
Item #:	6	**Make:**	Volkswagon Jetta
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWSP21J23W433375	**Color:**	
Override:	No		
Action:	Add	**Year:**	2003
Item #:	7	**Make:**	Volkswagon Jetta
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWSP21J43W441977	**Color:**	
Override:	No		
Action:	Add	**Year:**	2003
Item #:	8	**Make:**	Volkswagon Jetta
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWSP21J53W528741	**Color:**	
Override:	No		
Action:	Add	**Year:**	2003
Item #:	9	**Make:**	Volkswagon Jetta
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWSP21J83W482483	**Color:**	
Override:	No		
Action:	Add	**Year:**	2005
Item #:	10	**Make:**	Dodge Grand Caravan
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	2D4GP24R55R300387	**Color:**	
Override:	No		
Action:	Add	**Year:**	2006
Item #:	11	**Make:**	Volkswagon Passat
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWAK73CX6E047898	**Color:**	
Override:	No		
Action:	Add	**Year:**	1988
Item #:	12	**Make:**	JCB 930 Forklift
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	607217	**Color:**	
Override:	Yes		

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Action:	Add	**Year:**	2007
Item #:	13	**Make:**	GMC Sierra 3500 Series Truck
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	1GTHK33D97F108136	**Color:**	
Override:	No		
Action:	Add	**Year:**	1999
Item #:	14	**Make:**	Dodge Grand Caravan
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	2B4GP44R8XR382012	**Color:**	
Override:	No		
Action:	Add	**Year:**	2005
Item #:	15	**Make:**	Dodge Dakota Pickup Truck
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	1D7HW48N85S255098	**Color:**	
Override:	No		
Action:	Add	**Year:**	1997
Item #:	16	**Make:**	Dodge Dakota Pickup Truck
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	1B7GL23X9VS148234	**Color:**	
Override:	No		
Action:	Add	**Year:**	2007
Item #:	17	**Make:**	Ford F100/F150 Series Pickup Truck
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	1FTPW14547FA21031	**Color:**	
Override:	No		
Action:	Add	**Year:**	2002
Item #:	18	**Make:**	Ford Pickup Truck
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	1FTNW21F82EB34960	**Color:**	
Override:	No		
Action:	Add	**Year:**	1993
Item #:	19	**Make:**	Ford F250 Series Pickup Truck
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	1FTEF25Y5PLA45975	**Color:**	
Override:	No		
Action:	Add	**Year:**	1985
Item #:	20	**Make:**	Chevrolet S10 Pickup Truck
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	1GCCS14B6F2255208	**Color:**	
Override:	No		
Action:	Add	**Year:**	2007
Item #:	21	**Make:**	Ford F150 Pickup Truck
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	1FTPW14587FA25941	**Color:**	
Override:	No		
Action:	Add	**Year:**	2006
Item #:	22	**Make:**	Trailer
Serial Type:	Trailer	**Model:**	
Serial #:	4Z1GF253865001645	**Color:**	
Override:	No		
Action:	Add	**Year:**	2004
Item #:	23	**Make:**	Trailtech Trailer
Serial Type:	Trailer	**Model:**	
Serial #:	2CUL2TJ9842015016	**Color:**	
Override:	No		
Action:	Add	**Year:**	2001
Item #:	24	**Make:**	Ringo Trailer

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Serial Type: Trailer
Serial #: 1R9RF10131P000843
Override: No
Model:
Color:

Action: Add
Item #: 25
Serial Type: Motor Vehicle
Serial #: 31A01901
Override: Yes
Year: 1990
Make: Caterpillar RC-60 Forklift
Model:
Color:

Action: Add
Item #: 26
Serial Type: Motor Vehicle
Serial #: MAR95J16P121226
Override: Yes
Year: 1995
Make: Lull 844B Highlander Forklift
Model:
Color:

Action: Add
Item #: 27
Serial Type: Motor Vehicle
Serial #: 661589
Override: Yes
Year: 1997
Make: JCB-940 Forklift
Model:
Color:

Action: Add
Item #: 28
Serial Type: Motor Vehicle
Serial #: 2734606652
Override: Yes
Year: 1997
Make: Sellick SG60 Forklift
Model:
Color:

Action: Add
Item #: 29
Serial Type: Motor Vehicle
Serial #: 5DP00099
Override: Yes
Year: 1997
Make: Cat DP-135 Forklift
Model:
Color:

Action: Add
Item #: 30
Serial Type: Motor Vehicle
Serial #: 662311
Override: Yes
Year: 1997
Make: JCB-930 Forklift
Model:
Color:

Action: Add
Item #: 31
Serial Type: Motor Vehicle
Serial #: 44720098324
Override: Yes
Year: 2000
Make: Sellick SD80S Forklift
Model:
Color:

Action: Add
Item #: 32
Serial Type: Motor Vehicle
Serial #: 43760068324
Override: Yes
Year: 2000
Make: Sellick SD80A Forklift
Model:
Color:

Action: Add
Item #: 33
Serial Type: Motor Vehicle
Serial #: RT804ND4RT01189
Override: Yes
Year: 2001
Make: Eagle Picher RT-80 Forklift
Model:
Color:

Action: Add
Item #: 34
Serial Type: Motor Vehicle
Serial #: 5DP10067
Override: Yes
Year: 2004
Make: Cat DP-135 Forklift
Model:
Color:

Saskatchewan
Personal Property Registry
Search Result

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 19-Oct-2007 10:18:37

Registration #: 300237585
Expiry Date: 19-Oct-2014

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Add serial # goods

Notations
Trust Indenture: No

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address:
700-2103-11TH AVE
REGINA,SK
S4P4G1
Canada

Secured Party

Item #: 1
Party ID: 150284175 - 1
Entity Type: Business
Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Address:
595 Bay Street, 5th Floor
Toronto, Ontario
M5G2C2
Canada

Debtor Party

***Item #:** 1
Party ID: 150497723 - 1
Entity Type: Business
Name: 1353537 Alberta Ltd.

Address:
4300 Banker's Hall West
888 - 3rd Street S.W.
Calgary, Alberta
T2P5C5
Canada

***Item #:** 2
Party ID: 150497723 - 2
Entity Type: Business
Name: 1353537 Alberta Ltd.

Address:
3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

Item #: 3
Party ID: 150108614 - 1
Entity Type: Business
Name: Cover-All Building Systems Inc.

Address:
3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

Serial Property

Item #: 1
Serial Type: Motor Vehicle
Serial #: 1FDAF57F22EC77583
Override: No

Year: 2002
Make/Desc.: Ford F550 Boom Truck
Model:
Color:

Item #: 2
Serial Type: Trailer
Serial #: 10WPAEH26YW029587
Override: No

Year: 2000
Make/Desc.: Classic Cargo Trailer
Model:
Color:

Item #: 3
Serial Type: Trailer
Serial #: 2V9US21447C010073
Override: No

Year: 2005
Make/Desc.: Van Eyl Trailer
Model:
Color:

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Item #: 4
Serial Type: Trailer
Serial #: 2V9US211185C007982
Override: No

Item #: 5
Serial Type: Motor Vehicle
Serial #: WVWSP21J13W427275
Override: No

Item #: 6
Serial Type: Motor Vehicle
Serial #: WVWSP21J23W433375
Override: No

Item #: 7
Serial Type: Motor Vehicle
Serial #: WVWSP21J43W441977
Override: No

Item #: 8
Serial Type: Motor Vehicle
Serial #: WVWSP21J53W528741
Override: No

Item #: 9
Serial Type: Motor Vehicle
Serial #: WVWSP21J83W482483
Override: No

Item #: 10
Serial Type: Motor Vehicle
Serial #: 2D4GP24R55R300387
Override: No

Item #: 11
Serial Type: Motor Vehicle
Serial #: WVWAK73CX6E047898
Override: No

Item #: 12
Serial Type: Motor Vehicle
Serial #: 607217
Override: Yes

Item #: 13
Serial Type: Motor Vehicle
Serial #: 1GTHK33D97F108136
Override: No

Item #: 14
Serial Type: Motor Vehicle
Serial #: 2B4GP44R8XR382012
Override: No

Item #: 15
Serial Type: Motor Vehicle
Serial #: 1D7HW48N85S255098
Override: No

Item #: 16
Serial Type: Motor Vehicle
Serial #: 1B7GL23X9VS148234
Override: No

Item #: 17

Year: 2005
Make/Desc.: Van Eyl Trailer
Model:
Color:

Year: 2003
Make/Desc.: Volkswagon Jetta
Model:
Color:

Year: 2003
Make/Desc.: Volkswagon Jetta
Model:
Color:

Year: 2003
Make/Desc.: Volkswagon Jetta
Model:
Color:

Year: 2003
Make/Desc.: Volkswagon Jetta
Model:
Color:

Year: 2003
Make/Desc.: Volkswagon Jetta
Model:
Color:

Year: 2005
Make/Desc.: Dodge Grand Caravan
Model:
Color:

Year: 2006
Make/Desc.: Volkswagon Passat
Model:
Color:

Year: 1988
Make/Desc.: JCB 930 Forklift
Model:
Color:

Year: 2007
Make/Desc.: GMC Sierra 3500 Series Truck
Model:
Color:

Year: 1999
Make/Desc.: Dodge Grand Caravan
Model:
Color:

Year: 2005
Make/Desc.: Dodge Dakota Pickup Truck
Model:
Color:

Year: 1997
Make/Desc.: Dodge Dakota Pickup Truck
Model:
Color:

Year: 2007

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Serial Type: Motor Vehicle
Serial #: 1FTPW14547FA21031
Override: No
Make/Desc.: Ford F100/F150 Series Pickup Truck
Model:
Color:

Item #: 18
Serial Type: Motor Vehicle
Serial #: 1FTNW21F82EB34960
Override: No
Year: 2002
Make/Desc.: Ford Pickup Truck
Model:
Color:

Item #: 19
Serial Type: Motor Vehicle
Serial #: 1FTEF25Y5PLA45975
Override: No
Year: 1993
Make/Desc.: Ford F250 Series Pickup Truck
Model:
Color:

Item #: 20
Serial Type: Motor Vehicle
Serial #: 1GCCS14B6F2255208
Override: No
Year: 1985
Make/Desc.: Chevrolet S10 Pickup Truck
Model:
Color:

Item #: 21
Serial Type: Motor Vehicle
Serial #: 1FTPW14587FA25941
Override: No
Year: 2007
Make/Desc.: Ford F150 Pickup Truck
Model:
Color:

Item #: 22
Serial Type: Trailer
Serial #: 4Z1GF253865001645
Override: No
Year: 2006
Make/Desc.: Trailer
Model:
Color:

Item #: 23
Serial Type: Trailer
Serial #: 2CUL2TJ9842015016
Override: No
Year: 2004
Make/Desc.: Trailtech Trailer
Model:
Color:

Item #: 24
Serial Type: Trailer
Serial #: 1R9RF10131P000843
Override: No
Year: 2001
Make/Desc.: Ringo Trailer
Model:
Color:

Item #: 25
Serial Type: Motor Vehicle
Serial #: 31A01901
Override: Yes
Year: 1990
Make/Desc.: Caterpillar RC-60 Forklift
Model:
Color:

Item #: 26
Serial Type: Motor Vehicle
Serial #: MAR95J16P121226
Override: Yes
Year: 1995
Make/Desc.: Lull 844B Highlander Forklift
Model:
Color:

Item #: 27
Serial Type: Motor Vehicle
Serial #: 661589
Override: Yes
Year: 1997
Make/Desc.: JCB-940 Forklift
Model:
Color:

Item #: 28
Serial Type: Motor Vehicle
Serial #: 2734606652
Override: Yes
Year: 1997
Make/Desc.: Sellick SG60 Forklift
Model:
Color:

Item #: 29
Serial Type: Motor Vehicle
Serial #: 5DP00099
Override: Yes
Year: 1997
Make/Desc.: Cat DP-135 Forklift
Model:
Color:

Item #: 30
Serial Type: Motor Vehicle
Year: 1997
Make/Desc.: JCB-930 Forklift

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Serial #:	662311	**Model:**	
Override:	Yes	**Color:**	
Item #:	31	**Year:**	2000
Serial Type:	Motor Vehicle	**Make/Desc.:**	Sellick SD80S Forklift
Serial #:	44720098324	**Model:**	
Override:	Yes	**Color:**	
Item #:	32	**Year:**	2000
Serial Type:	Motor Vehicle	**Make/Desc.:**	Sellick SD80A Forklift
Serial #:	43760068324	**Model:**	
Override:	Yes	**Color:**	
Item #:	33	**Year:**	2001
Serial Type:	Motor Vehicle	**Make/Desc.:**	Eagle Picher RT-80 Forklift
Serial #:	RT804ND4RT01189	**Model:**	
Override:	Yes	**Color:**	
Item #:	34	**Year:**	2004
Serial Type:	Motor Vehicle	**Make/Desc.:**	Cat DP-135 Forklift
Serial #:	5DP10067	**Model:**	
Override:	Yes	**Color:**	

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION. THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED CREDIT AGREEMENT.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 19-Oct-2007 10:18:37

Registration #: 300237585
Transaction #: 1
Expiry Date: 19-Oct-2014

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	150000395 - 1	**Address:**	700-2103-11TH AVE
Entity Type:	Business		REGINA, SK
Name:	BALFOUR MOSS		S4P4G1
			Canada

Secured Party

Item #:	1	**Address:**	595 Bay Street, 5th Floor
Party ID:	150284175 - 1		Toronto, Ontario
Entity Type:	Business		M5G2C2
Name:	Canadian Imperial Bank of Commerce, as Administrative Agent		Canada

Debtor Party

Item #:	1	**Address:**	4300 Banker's Hall West
Party ID:	150497723 - 1		888 - 3rd Street S.W.

Saskatchewan
Personal Property Registry
Search Result

Debtor Party

Entity Type: Business
Name: 1353537 Alberta Ltd.

Calgary, Alberta
T2P5C5
Canada

Item #: 2
Party ID: 150497723 - 2
Entity Type: Business
Name: 1353537 Alberta Ltd.

Address: 3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION. THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED CREDIT AGREEMENT.

History - Amendment

Amendment Date: 31-Oct-2007 11:02:54

Registration #: 300237585
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular
Transaction Description: Adding Debtor

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Debtor Party

Action: Add
Item #: 3
Party ID: 150108614 - 1
Entity Type: Business
Name: Cover-All Building Systems Inc.

Address: 3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

History - Amendment

Amendment Date: 06-Dec-2007 09:56:14

Registration #: 300237585
Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular
Transaction Description: Add serial # goods

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Action:	Add	**Year:**	2002
Item #:	1	**Make:**	Ford F550 Boom Truck
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	1FDAF57F22EC77583	**Color:**	
Override:	No		
Action:	Add	**Year:**	2000
Item #:	2	**Make:**	Classic Cargo Trailer
Serial Type:	Trailer	**Model:**	
Serial #:	10WPAEH26YW029587	**Color:**	
Override:	No		
Action:	Add	**Year:**	2005
Item #:	3	**Make:**	Van Eyl Trailer
Serial Type:	Trailer	**Model:**	
Serial #:	2V9US21447C010073	**Color:**	
Override:	No		
Action:	Add	**Year:**	2005
Item #:	4	**Make:**	Van Eyl Trailer
Serial Type:	Trailer	**Model:**	
Serial #:	2V9US211185C007982	**Color:**	
Override:	No		
Action:	Add	**Year:**	2003
Item #:	5	**Make:**	Volkswagon Jetta
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWSP21J13W427275	**Color:**	
Override:	No		
Action:	Add	**Year:**	2003
Item #:	6	**Make:**	Volkswagon Jetta
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWSP21J23W433375	**Color:**	
Override:	No		
Action:	Add	**Year:**	2003
Item #:	7	**Make:**	Volkswagon Jetta
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWSP21J43W441977	**Color:**	
Override:	No		
Action:	Add	**Year:**	2003
Item #:	8	**Make:**	Volkswagon Jetta
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWSP21J53W528741	**Color:**	
Override:	No		
Action:	Add	**Year:**	2003
Item #:	9	**Make:**	Volkswagon Jetta
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWSP21J83W482483	**Color:**	
Override:	No		
Action:	Add	**Year:**	2005
Item #:	10	**Make:**	Dodge Grand Caravan
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	2D4GP24R55R300387	**Color:**	
Override:	No		
Action:	Add	**Year:**	2006
Item #:	11	**Make:**	Volkswagon Passat
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	WVWAK73CX6E047898	**Color:**	
Override:	No		
Action:	Add	**Year:**	1988
Item #:	12	**Make:**	JCB 930 Forklift

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Serial Type: Motor Vehicle
Serial #: 607217
Override: Yes
Model:
Color:

Action: Add
Item #: 13
Serial Type: Motor Vehicle
Serial #: 1GTHK33D97F108136
Override: No
Year: 2007
Make: GMC Sierra 3500 Series Truck
Model:
Color:

Action: Add
Item #: 14
Serial Type: Motor Vehicle
Serial #: 2B4GP44R8XR382012
Override: No
Year: 1999
Make: Dodge Grand Caravan
Model:
Color:

Action: Add
Item #: 15
Serial Type: Motor Vehicle
Serial #: 1D7HW48N85S255098
Override: No
Year: 2005
Make: Dodge Dakota Pickup Truck
Model:
Color:

Action: Add
Item #: 16
Serial Type: Motor Vehicle
Serial #: 1B7GL23X9VS148234
Override: No
Year: 1997
Make: Dodge Dakota Pickup Truck
Model:
Color:

Action: Add
Item #: 17
Serial Type: Motor Vehicle
Serial #: 1FTPW14547FA21031
Override: No
Year: 2007
Make: Ford F100/F150 Series Pickup Truck
Model:
Color:

Action: Add
Item #: 18
Serial Type: Motor Vehicle
Serial #: 1FTNW21F82EB34960
Override: No
Year: 2002
Make: Ford Pickup Truck
Model:
Color:

Action: Add
Item #: 19
Serial Type: Motor Vehicle
Serial #: 1FTEF25Y5PLA45975
Override: No
Year: 1993
Make: Ford F250 Series Pickup Truck
Model:
Color:

Action: Add
Item #: 20
Serial Type: Motor Vehicle
Serial #: 1GCCS1486F2255208
Override: No
Year: 1985
Make: Chevrolet S10 Pickup Truck
Model:
Color:

Action: Add
Item #: 21
Serial Type: Motor Vehicle
Serial #: 1FTPW14587FA25941
Override: No
Year: 2007
Make: Ford F150 Pickup Truck
Model:
Color:

Action: Add
Item #: 22
Serial Type: Trailer
Serial #: 4Z1GF253865001645
Override: No
Year: 2006
Make: Trailer
Model:
Color:

Action: Add
Item #: 23
Serial Type: Trailer
Serial #: 2CUL2TJ9842015016
Year: 2004
Make: Trailtech Trailer
Model:
Color:

Saskatchewan
Personal Property Registry
Search Result

Serial Property

Override:	No		
Action:	Add	**Year:**	2001
Item #:	24	**Make:**	Ringo Trailer
Serial Type:	Trailer	**Model:**	
Serial #:	1R9RF10131P000843	**Color:**	
Override:	No		
Action:	Add	**Year:**	1990
Item #:	25	**Make:**	Caterpillar RC-60 Forklift
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	31A01901	**Color:**	
Override:	Yes		
Action:	Add	**Year:**	1995
Item #:	26	**Make:**	Lull 844B Highlander Forklift
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	MAR95J16P121226	**Color:**	
Override:	Yes		
Action:	Add	**Year:**	1997
Item #:	27	**Make:**	JCB-940 Forklift
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	661589	**Color:**	
Override:	Yes		
Action:	Add	**Year:**	1997
Item #:	28	**Make:**	Sellick SG60 Forklift
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	2734606652	**Color:**	
Override:	Yes		
Action:	Add	**Year:**	1997
Item #:	29	**Make:**	Cat DP-135 Forklift
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	5DP00099	**Color:**	
Override:	Yes		
Action:	Add	**Year:**	1997
Item #:	30	**Make:**	JCB-930 Forklift
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	662311	**Color:**	
Override:	Yes		
Action:	Add	**Year:**	2000
Item #:	31	**Make:**	Sellick SD80S Forklift
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	44720098324	**Color:**	
Override:	Yes		
Action:	Add	**Year:**	2000
Item #:	32	**Make:**	Sellick SD80A Forklift
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	43760068324	**Color:**	
Override:	Yes		
Action:	Add	**Year:**	2001
Item #:	33	**Make:**	Eagle Picher RT-80 Forklift
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	RT804ND4RT01189	**Color:**	
Override:	Yes		
Action:	Add	**Year:**	2004
Item #:	34	**Make:**	Cat DP-135 Forklift
Serial Type:	Motor Vehicle	**Model:**	
Serial #:	5DP10067	**Color:**	
Override:	Yes		

Saskatchewan
Personal Property Registry
Search Result

End of Search Result

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:29:19
Client Reference: 421.00.041 MG

Registration #: 118487411
Transaction #: 4
RIN: zaq167
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:

102312986 - 1 LONDON GUARANTEE INSURANCE COMPANY
102312987 - 1 ST. PAUL GUARANTEE INSURANCE COMPANY

Debtor Party recorded on file:

102312991 - 1 COVER-ALL BUILDING SYSTEMS INC.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:30:00
Client Reference: 421.00.041 MG

Registration #: 122481388
Transaction #: 3
RIN: hue131
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address:
700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
102838107 - 1 SUCCESS MANAGEMENT CORP.

Debtor Party recorded on file:
102838100 - 1 COVER-ALL HOLDINGS INC.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:30:34
Client Reference: 421.00.041 MG

Registration #: 122513779
Transaction #: 3
RIN: kce958
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
102838107 - 1 SUCCESS MANAGEMENT CORP.

Debtor Party recorded on file:
102134512 - 1 COVER-ALL BUILDING SYSTEMS INC.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:31:13
Client Reference: 421.00.041 MG

Registration #: 122481299
Transaction #: 3
RIN: taz267
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
102838097 - 1 VISION MANAGEMENT & CONSULTING INC.

Debtor Party recorded on file:
102838100 - 1 COVER-ALL HOLDINGS INC.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:33:04
Client Reference: 421.00.041 MG

Registration #: 122513729
Transaction #: 3
RIN: rqy192
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
102838097 - 1 VISION MANAGEMENT & CONSULTING INC.

Debtor Party recorded on file:
102134512 - 1 COVER-ALL BUILDING SYSTEMS INC.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:33:50
Client Reference: 421.00.041 MG

Registration #: 300046755
Transaction #: 2
RIN: ima877
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
150108613 - 1 Cover-All Holdings Inc.

Debtor Party recorded on file:
150108614 - 1 Cover-All Building Systems Inc.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:34:28
Client Reference: 421.00.041 MG

Registration #: 300046783
Transaction #: 3
RIN: yzk394
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
150108614 - 1 Cover-All Building Systems Inc.

Debtor Party recorded on file:
150108660 - 1 Cover-All Building Systems of Ontario Inc.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:36:56
Client Reference: 421.00.041 MG

Registration #: 300046770
Transaction #: 4
RIN: ryl466
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
150108614 - 1 Cover-All Building Systems Inc.

Debtor Party recorded on file:
150108633 - 1 Cover-All Prairies Ltd.
150112113 - 1 Cover-All Central Prairies Ltd.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:37:38
Client Reference: 421.00.041 MG

Registration #: 122488429
Transaction #: 3
RIN: ppq653
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
102838346 - 1 HOGERVORST, JENNY M.

Debtor Party recorded on file:
102838984 - 1 COVER-ALL BUILDING SYSTEMS OF ONTARIO

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:38:17
Client Reference: 421.00.041 MG

Registration #: 122483380
Transaction #: 3
RIN: zel311
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
102838346 - 1 HOGERVORST, JENNY M.

Debtor Party recorded on file:
102838100 - 1 COVER-ALL HOLDINGS INC.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:38:55
Client Reference: 421.00.041 MG

Registration #: 122486516
Transaction #: 5
RIN: yrp631
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:

102838733 - 1 HOGERVORST, JENNY M.
102838733 - 2 HOGERVORST, JENNY M.

Debtor Party recorded on file:

102838736 - 1 COVER-ALL BUILDING SYSTEMS INC.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:39:39
Client Reference: 421.00.041 MG

Registration #: 122486566
Transaction #: 4
RIN: bgb992
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address:
700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
102838737 - 2 1264752 ONTARIO INC.

Debtor Party recorded on file:
102838736 - 1 COVER-ALL BUILDING SYSTEMS INC.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:40:18
Client Reference: 421.00.041 MG

Registration #: 122483445
Transaction #: 3
RIN: mta245
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
102838351 - 1 1264752 ONTARIO INC.

Debtor Party recorded on file:
102838100 - 1 COVER-ALL HOLDINGS INC.

Saskatchewan
Personal Property Registry
Discharge Verification

Registration Type: Personal Property Security Agreement
Discharge Date: 26-Nov-2007 16:40:53
Client Reference: 421.00.041 MG

Registration #: 122488445
Transaction #: 3
RIN: sxl368
Control #:

Transaction Description: Discharge

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA, SK
S4P4G1
Canada

Secured Party recorded on file:
102838987 - 1 1264752 ONTARIO INC.

Debtor Party recorded on file:
102838984 - 1 COVER-ALL BUILDING SYSTEMS OF ONTARIO

Canadian Securities Registration Systems (ABNS1)
Report Date:October 18, 2007

ABNS1C482971-2

REGISTERED

REGISTRATION STATEMENT (Saskatchewan)

REGISTRATION INFORMATION

Registration Number	Registration Date	Registration Time	Expiry Date
118899480	18 OCT 2007	11:26AM	DISCHARGED

Type of Registration
SECURITY AGREEMENT

Life of Registration
NOT APPLICABLE

AMENDMENT INFORMATION

Type of Amendment
TOTAL DISCHARGE

Renewal Period

Registration Number to Amend
118899480001

Base Secured Party
THE BANK OF NOVA SCOTIA
Box 1448 111-2nd Avenue South
Saskatoon, SK Canada S7K 3R1

Base Debtor
COVER-ALL BUILDING SYSTEMS INC.

Your Reference	95968	Billed Amount : $0.00
Billed Account	INTERNAL ACCOUNT - 95968 95968-Bus. Support Centre (SK)	
Account Manager :	95968	

Saskatchewan
Personal Property Registry
Search Result

Searching Party: BALFOUR MOSS
Search Date: 19-Oct-2007 11:15:25
Search Type: Standard

Search #: 200324646
Client Reference: 42100041 MG
Control #:

Search Criteria
Search By: Business Debtor Name

Business Name
Cover-All Holding Corp.

The following list displays all matches & indicates the ones that were selected.
9 Registration(s) Found: Exacts (4) - Similars (5)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	300237613	Cover-All Holding Corp.	Saskatoon
Yes	Exact	300237613	Cover-All Holding Corp.	Halifax
Yes	Exact	300237621	Cover-All Holding Corp.	Halifax
Yes	Exact	300237621	Cover-All Holding Corp.	Saskatoon
No	Similar	122464441	COVER-ALL HOLDINGS INC.	
No	Similar	122481299	COVER-ALL HOLDINGS INC.	
No	Similar	122481388	COVER-ALL HOLDINGS INC.	
No	Similar	122483380	COVER-ALL HOLDINGS INC.	
No	Similar	122483445	COVER-ALL HOLDINGS INC.	

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 19-Oct-2007 10:44:55

Registration #: 300237613
Expiry Date: 19-Oct-2014

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA,SK
S4P4G1
Canada

Secured Party

Item #: 1
Party ID: 150284175 - 1
Entity Type: Business
Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Address: 595 Bay Street, 5th Floor
Toronto, Ontario
M5G2C2
Canada

Debtor Party

***Item #:** 1
Party ID: 150497861 - 1
Entity Type: Business
Name: Cover-All Holding Corp.

Address: 3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

***Item #:** 2
Party ID: 150497861 - 2
Entity Type: Business
Name: Cover-All Holding Corp.

Address: 1959 Upper Water Street, Suite 900
Halifax, Nova Scotia
B3J2X2
Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION. THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.

Saskatchewan
Personal Property Registry
Search Result

Current/Setup - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 19-Oct-2007 10:56:00

Registration #: 300237621
Expiry Date: 19-Oct-2014

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID: 150000395 - 1
Entity Type: Business
Name: BALFOUR MOSS

Address: 700-2103-11TH AVE
REGINA,SK
S4P4G1
Canada

Secured Party

Item #: 1
Party ID: 150284175 - 1
Entity Type: Business
Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Address: 595 Bay Street, 5th Floor
Toronto, Ontario
M5G2C2
Canada

Debtor Party

***Item #:** 1
Party ID: 150497861 - 1
Entity Type: Business
Name: Cover-All Holding Corp.

Address: 3815 Wanuskewin Road
Saskatoon, Saskatchewan
S7P1A4
Canada

***Item #:** 2
Party ID: 150497861 - 2
Entity Type: Business
Name: Cover-All Holding Corp.

Address: 1959 Upper Water Street, Suite 900
Halifax, Nova Scotia
B3J2X2
Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION AND ALL PRESENT AND FUTURE PROCEEDS THEREOF DESCRIBED AS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF EVERY ITEM, KIND AND DESCRIPTION. THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED CREDIT AGREEMENT.

End of Search Result

H

EXHIBIT H

This is the Exhibit marked "H" referred to in the Affidavit of John McMurray sworn before me this 20th day of April, 2010.

Notary Public in and for the Province of Ontario

RUN NUMBER : 331
RUN DATE : 2007/11/27
ID : 20071127175002.08

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(10645)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.

FILE CURRENCY : 26NOV 2007

ENQUIRY NUMBER 20071127175002.08 CONTAINS 34 PAGE(S), 7 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

BORDEN LADNER GERVAIS LLP
BOX 15

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj1 07/2007)

CONTINUED... 2

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	640025046

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20071019 1054 8028 9236	P PPSA	7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	1353537 ALBERTA LTD.			ONTARIO CORPORATION NO.		
04		ADDRESS	4300 BANKERS HALL WEST, 888 - 3RD STREET	CALGARY			AB	T2P 5C5
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	1353537 ALBERTA LTD.			ONTARIO CORPORATION NO.		
07		ADDRESS	3815 WANUSKEWIN ROAD	SASKATOON			SK	S7P 1A4
08	SECURED PARTY / LIEN CLAIMANT		CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT					
09		ADDRESS	595 BAY STREET, 5TH FLOOR	TORONTO			ONT	M5G 2C2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10		X	X	X	X	X		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL COLLATERAL DESCRIPTION	THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.
14		
15		

16	REGISTERING AGENT	BORDEN LADNER GERVAIS LLP (M. MARTINDALE / L. HILL)				
17		ADDRESS	40 KING STREET WEST, SUITE 4400	TORONTO	ONT	M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	640025046

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02	002		20071019 1054 8028 9236		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS	S.W.		CALGARY	AB T2P 5C5
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				
08	SECURED PARTY / LIEN CLAIMANT					
09		ADDRESS				

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT				
17		ADDRESS			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20071030 1740 8028 9282	

21 RECORD REFERENCED — FILE NUMBER: 640025046

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: 1353537 ALBERTA LTD.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: AMENDMENT TO REFLECT THE OCTOBER 29, 2007 AMALGAMATION
27 BETWEEN 1353537 ALBERTA LTD. AND COVER-ALL BUILDING SYSTEMS INC.
28 TO CONTINUE AS COVER-ALL BUILDING SYSTEMS INC.

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME: COVER-ALL BUILDING SYSTEMS INC.
06 ONTARIO CORPORATION NO.

04/07 ADDRESS: 3815 WANUSKEWIN ROAD — SASKATOON — SK — S7P 1A4

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — BORDEN LADNER GERVAIS LLP (M. VERBRUGGE / L. HILL)
17 ADDRESS: 40 KING STREET WEST, SUITE 4400 — TORONTO — ONT — M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		003	X	20071127 1445 8028 9355	

21 RECORD REFERENCED: FILE NUMBER 640025046

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR: BUSINESS NAME COVER-ALL BUILDING SYSTEMS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION: TO ADD MOTOR VEHICLE DESCRIPTIONS
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE: BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE	2002	FORD	F550 BOOM TRUCK	1FDAF57F22EC77583
12	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J13W427275

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR: BORDEN LADNER GERVAIS LLP (M.C. VERBRUGGE / L. HILL)
17 SECURED PARTY/ LIEN CLAIMANT: ADDRESS 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 1C MOTOR VEHICLE SCHEDULE

FILE NUMBER
00 640025046

	PAGE NO.	OF	TOTAL PAGES	REGISTRATION NUMBER
01	02		003	20071127 1445 8028 9355

	YEAR	MAKE	MODEL	V.I.N.
41	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J23W433375
42	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J43W441977
43	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J53W528741
44	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J83W482483
45	2005	DODGE	GRAND CARAVAN	2D4GP24R55R300387
46	2006	VOLKSWAGEN	PASSAT	WVWAK73CX6E047898
47	1988	JCB FORKLIFT	JCB 930 FORKLIFT	607217
48	2000	CLASSIC	CARGO TRAILER	10WPAEH26YW029587
49	2005	VAN EYL	SIGN TRAILER	2V9US21447C010073
50	2007	VAN EYL	SIGN TRAILER	2V9US211185C007982
51	2007	GMC	SIERRA 3500 SERIES	1GTHK33D97F108136
52	1999	DODGE	GRAND CARAVAN	2B4GP44R8XR382012
53	2005	DODGE	DAKOTA PICKUP	1D7HW48N85S255098
54	1997	DODGE	DAKOTA PICKUP	1B7GL23X9VS148234
55	2007	FORD	F100/F150 SERIES PI	1FTPW14547FA21031
56	2002	FORD	PICKUP	1FTNW21F82EB34960

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

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REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
00 640025046

	PAGE NO.	OF	TOTAL PAGES	REGISTRATION NUMBER
01	03		003	20071127 1445 8028 9355

	YEAR	MAKE	MODEL	V.I.N.
41	1993	FORD	F250 SERIES PICKUP	1FTEF25Y5PLA45975
42	1985	CHEVROLET	S10 PICKUP	1GCCS14B6F2255208
43	2007	FORD	F150	1FTPW14587FA25941
44	2006	TRAILER		4Z1GF253865001645
45	2004	TRAILTECH		2CUL2TJ9842015016
46	2001	RINGO	TRAILER	1R9RF10131P000843
47	1990	CATERPILLER	RC-60	31A01901
48	1995	LULL	844B HIGHLANDER	MAR95J16P12-1226
49	1997	JCB	940	661589
50	1997	SELLICK	SG60	2734606652
51	1997	CAT	DP-135	5DP00099
52	1997	JCB	930	662311
53	2000	SELLICK	SD80S	4472009832-4
54	2000	SELLICK	SD80A	4376006832-4
55	2001	EAGLE	PICHER RT-80	RT804ND4RT01189
56	2004	CAT	DP-135	5DP10067

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

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REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	640025055

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		01		002		20071019 1054 8028 9237	P	PPSA		7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	1353537 ALBERTA LTD.			ONTARIO CORPORATION NO.		
04		ADDRESS	4300 BANKERS HALL WEST, 888 - 3RD STREET	CALGARY			AB	T2P 5C5
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	1353537 ALBERTA LTD.			ONTARIO CORPORATION NO.		
07		ADDRESS	3815 WANUSKEWIN ROAD	SASKATOON			SK	S7P 1A4
08	SECURED PARTY / LIEN CLAIMANT		CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT					
09		ADDRESS	595 BAY STREET, 5TH FLOOR	TORONTO			ONT	M5G 2C2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED CREDIT
14	COLLATERAL	AGREEMENT.
15	DESCRIPTION	

16	REGISTERING AGENT	BORDEN LADNER GERVAIS LLP (M. MARTINDALE / L. HILL)			
17	ADDRESS	40 KING STREET WEST, SUITE 4400	TORONTO	ONT	M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 640025055

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		002		20071019 1054 8028 9237		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
04		ADDRESS	S.W.			CALGARY	AB	T2P 5C5
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20071030 1740 8028 9283	

21 RECORD REFERENCED — FILE NUMBER: 640025055

PAGE AMENDED	NO SPEC FIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	A AMENDMENT		

22

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	1353537 ALBERTA LTD.		

25 OTHER CHANGE
26 REASON/ DESCRIPTION: AMENDMENT TO REFLECT THE OCTOBER 29, 2007 AMALGAMATION
27 BETWEEN 1353537 ALBERTA LTD. AND COVER-ALL BUILDING SYSTEMS INC.
28 TO CONTINUE AS COVER-ALL BUILDING SYSTEMS INC.

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05 DEBTOR/ 03/ TRANSFEREE				
BUSINESS NAME	COVER-ALL BUILDING SYSTEMS INC.			

06 ONTARIO CORPORATION NO.:

04/07 ADDRESS	3815 WANUSKEWIN ROAD	SASKATOON	SK	S7P 1A4	

29 ASSIGNOR / SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR 12 VEHICLE				

13 GENERAL 14 COLLATERAL 15 DESCRIPTION

16 REGISTERING AGENT OR		BORDEN LADNER GERVAIS LLP (M. VERBRUGGE / L. HILL)			
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	40 KING STREET WEST, SUITE 4400	TORONTO	ONT	M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		003	X	20071127 1445 8028 9356	

21 RECORD REFERENCED: FILE NUMBER 640025055

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR
24 BUSINESS NAME: COVER-ALL BUILDING SYSTEMS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: TO ADD MOTOR VEHICLE DESCRIPTIONS
27
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE: BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2002	FORD	F550 BOOM TRUCK	1FDAF57F22EC77583
12 VEHICLE	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J13W427275

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR: BORDEN LADNER GERVAIS LLP (M.C. VERBRUGGE / L. HILL)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS: 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 1C MOTOR VEHICLE SCHEDULE

FILE NUMBER
00 640025055

	PAGE NO.	TOTAL OF PAGES	REGISTRATION NUMBER
01	02	003	20071127 1445 8028 9356

	YEAR	MAKE	MODEL	V.I.N.
41	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J23W433375
42	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J43W441977
43	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J53W528741
44	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J83W482483
45	2005	DODGE	GRAND CARAVAN	2D4GP24R55R300387
46	2006	VOLKSWAGEN	PASSAT	WVWAK73CX6E047898
47	1988	JCB FORKLIFT	JCB 930 FORKLIFT	607217
48	2000	CLASSIC	CARGO TRAILER	10WPAEH26YW029587
49	2005	VAN EYL	SIGN TRAILER	2V9US21447C010073
50	2007	VAN EYL	SIGN TRAILER	2V9US211185C007982
51	2007	GMC	SIERRA 3500 SERIES	1GTHK33D97F108136
52	1999	DODGE	GRAND CARAVAN	2B4GP44R8XR382012
53	2005	DODGE	DAKOTA PICKUP	1D7HW48N85S255098
54	1997	DODGE	DAKOTA PICKUP	1B7GL23X9VS148234
55	2007	FORD	F100/F150 SERIES PI	1FTPW14547FA21031
56	2002	FORD	PICKUP	1FTNW21F82EB34960

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
00 640025055

PAGE NO. / TOTAL NO. OF PAGES
01 03 003

REGISTRATION NUMBER
20071127 1445 8028 9356

	YEAR	MAKE	MODEL	V.I.N.
41	1993	FORD	F250 SERIES PICKUP	1FTEF25Y5PLA45975
42	1985	CHEVROLET	S10 PICKUP	1GCCS14B6F2255208
43	2007	FORD	F150	1FTPW14587FA25941
44	2006	TRAILER		4Z1GF253865001645
45	2004	TRAILTECH		2CUL2TJ9842015016
46	2001	RINGO	TRAILER	1R9RF10131P000843
47	1990	CATERPILLER	RC-60	31A01901
48	1995	LULL	844B HIGHLANDER	MAR95J16P12-1226
49	1997	JCB	940	661589
50	1997	SELLICK	SG60	2734606652
51	1997	CAT	DP-135	5DP00099
52	1997	JCB	930	662311
53	2000	SELLICK	SD80S	4472009832-4
54	2000	SELLICK	SD80A	4376006832-4
55	2001	EAGLE	PICHER RT-80	RT804ND4RT01189
56	2004	CAT	DP-135	5DP10067

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	640025064

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	001		20071019 1054 8028 9238	P PPSA	7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME	COVER-ALL BUILDING SYSTEMS INC.			ONTARIO CORPORATION NO.
04		ADDRESS	3815 WANUSKEWIN ROAD	SASKATOON	SK	S7P 1A4
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				
08	SECURED PARTY / LIEN CLAIMANT		CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT			
09		ADDRESS	595 BAY STREET, 5TH FLOOR	TORONTO	ONT	M5G 2C2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL COLLATERAL DESCRIPTION	THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.
14		
15		

16	REGISTERING AGENT	BORDEN LADNER GERVAIS LLP (M. MARTINDALE / L. HILL)			
17	ADDRESS	40 KING STREET WEST, SUITE 4400	TORONTO	ONT	M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20071030 1740 8028 9284	

21 RECORD REFERENCED — FILE NUMBER: 640025064

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR		

24 BUSINESS NAME: COVER-ALL BUILDING SYSTEMS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION: AMENDMENT TO REFLECT THE OCTOBER 29 , 2007 AMALGAMATION
28 BETWEEN 1353537 ALBERTA LTD. AND COVER-ALL BUILDING SYSTEMS INC.
TO CONTINUE AS COVER-ALL BUILDING SYSTEMS INC.

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				

05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME: COVER-ALL BUILDING SYSTEMS INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — BORDEN LADNER GERVAIS LLP (M. VERBRUGGE / L. HILL)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		003	X	20071127 1445 8028 9357	

21 RECORD REFERENCED: FILE NUMBER 640025064

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	COVER-ALL BUILDING SYSTEMS INC.		

25 OTHER CHANGE REASON/ DESCRIPTION: TO ADD MOTOR VEHICLE DESCRIPTIONS

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05 DEBTOR/				
03/ TRANSFEREE				

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED OR MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2002	FORD	F550 BOOM TRUCK	1FDAF57F22EC77583
12 VEHICLE	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J13W427275

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OF: BORDEN LADNER GERVAIS LLP (M.C. VERBRUGGE / L. HILL)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
00 640025064

	PAGE NO.	TOTAL OF PAGES	REGISTRATION NUMBER
01	02	003	20071127 1445 8028 9357

	YEAR	MAKE	MODEL	V.I.N.
41	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J23W433375
42	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J43W441977
43	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J53W528741
44	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J83W482483
45	2005	DODGE	GRAND CARAVAN	2D4GP24R55R300387
46	2006	VOLKSWAGEN	PASSAT	WVWAK73CX6E047898
47	1988	JCB FORKLIFT	JCB 930 FORKLIFT	607217
48	2000	CLASSIC	CARGO TRAILER	10WPAEH26YW029587
49	2005	VAN EYL	SIGN TRAILER	2V9US21447C010073
50	2007	VAN EYL	SIGN TRAILER	2V9US211185C007982
51	2007	GMC	SIERRA 3500 SERIES	1GTHK33D97F108136
52	1999	DODGE	GRAND CARAVAN	2B4GP44R8XR382012
53	2005	DODGE	DAKOTA PICKUP	1D7HW48N85S255098
54	1997	DODGE	DAKOTA PICKUP	1B7GL23X9VS148234
55	2007	FORD	F100/F150 SERIES PI	1FTPW14547FA21031
56	2002	FORD	PICKUP	1FTNW21F82EB34960

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
00 640025064

	PAGE NO.	OF	TOTAL PAGES	REGISTRATION NUMBER
01	03		003	20071127 1445 8028 9357

	YEAR	MAKE	MODEL	V.I.N.
41	1993	FORD	F250 SERIES PICKUP	1FTEF25Y5PLA45975
42	1985	CHEVROLET	S10 PICKUP	1GCCS14B6F2255208
43	2007	FORD	F150	1FTPW14587FA25941
44	2006	TRAILER		4Z1GF253865001645
45	2004	TRAILTECH		2CUL2TJ9842015016
46	2001	RINGO	TRAILER	1R9RF10131P000843
47	1990	CATERPILLER	RC-60	31A01901
48	1995	LULL	844B HIGHLANDER	MAR95J16P12-1226
49	1997	JCB	940	661589
50	1997	SELLICK	SG60	2734606652
51	1997	CAT	DP-135	5DP00099
52	1997	JCB	930	662311
53	2000	SELLICK	SD80S	4472009832-4
54	2000	SELLICK	SD80A	4376006832-4
55	2001	EAGLE	PICHER RT-80	RT804ND4RT01189
56	2004	CAT	DP-135	5DP10067

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4f 07/2007)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	640025073

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	001		20071019 1054 8028 9239	P PPSA	7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME	COVER-ALL BUILDING SYSTEMS INC.			ONTARIO CORPORATION NO.
04		ADDRESS	3815 WANUSKEWIN ROAD	SASKATOON	SK	S7P 1A4

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				

08	SECURED PARTY / LIEN CLAIMANT	CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT			
09	ADDRESS	595 BAY STREET, 5TH FLOOR	TORONTO	ONT	M5G 2C2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL COLLATERAL DESCRIPTION	THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED CREDIT
14		AGREEMENT.
15		

16	REGISTERING AGENT	BORDEN LADNER GERVAIS LLP (M. MARTINDALE / L. HILL)			
17	ADDRESS	40 KING STREET WEST, SUITE 4400	TORONTO	ONT	M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1f 07/2007)

Ontario

RUN NUMBER : 331
RUN DATE : 2007/11/27
ID : 20071127175002.08

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(10664)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20071030 1740 8028 9285	

21 RECORD REFERENCED — FILE NUMBER 640025073

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR		

24 BUSINESS NAME COVER-ALL BUILDING SYSTEMS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION AMENDMENT TO REFLECT THE OCTOBER 27, 2007 AMALGAMATION
27 BETWEEN 1353537 ALBERTA LTD. AND COVER-ALL BUILDING SYSTEMS INC.
28 TO CONTINUE AS COVER-ALL BUILDING SYSTEMS INC.

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/ 05	DEBTOR/ TRANSFEREE			

03/ BUSINESS NAME COVER-ALL BUILDING SYSTEMS INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE			

12 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — BORDEN LADNER GERVAIS LLP (M. VERBRUGGE / L. HILL)
17 ADDRESS 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20071101 1740 8028 9306	

21 RECORD REFERENCED: FILE NUMBER 640025073

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22	X	A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	COVER-ALL BUILDING SYSTEMS INC.		

25 OTHER CHANGE
26 REASON/ DESCRIPTION: AMEND REGISTRATION NO. 20071030 1740 8028 9285 TO CORRECT DATE OF
27 AMALGAMATION TO OCTOBER 29, 2007.
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05 DEBTOR/				
03/ TRANSFEREE	BUSINESS NAME			
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT: BORDEN LADNER GERVAIS LLP (M. VERBRUGGE / L. HILL)
17 ADDRESS: 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		003	X	20071127 1445 8028 9358	

21 RECORD REFERENCED — FILE NUMBER: 640025073

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: COVER-ALL BUILDING SYSTEMS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION: TO ADD MOTOR VEHICLE DESCRIPTIONS
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05 DEBTOR/				
03/ TRANSFEREE	BUSINESS NAME			

06 ONTARIO CORPORATION NO.:
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2002	FORD	F550 BOOM TRUCK	1FDAF57F22EC77583
12 VEHICLE	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J13W427275

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT: BORDEN LADNER GERVAIS LLP (M.C. VERBRUGGE / L. HILL)
17 ADDRESS: 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 1C MOTOR VEHICLE SCHEDULE

FILE NUMBER
00 640025073

	PAGE NO.	OF	TOTAL PAGES	REGISTRATION NUMBER
01	02		003	20071127 1445 8028 9358

	YEAR	MAKE	MODEL	V.I.N.
41	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J23W433375
42	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J43W441977
43	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J53W528741
44	2003	VOLKSWAGEN	JETTA WAGON	WVWSP21J83W482483
45	2005	DODGE	GRAND CARAVAN	2D4GP24R55R300387
46	2006	VOLKSWAGEN	PASSAT	WVWAK73CX6E047898
47	1988	JCB FORKLIFT	JCB 930 FORKLIFT	607217
48	2000	CLASSIC	CARGO TRAILER	10WPAEH26YW029587
49	2005	VAN EYL	SIGN TRAILER	2V9US21447C010073
50	2007	VAN EYL	SIGN TRAILER	2V9US211185C007982
51	2007	GMC	SIERRA 3500 SERIES	1GTHK33D97F108136
52	1999	DODGE	GRAND CARAVAN	2B4GP44R8XR382012
53	2005	DODGE	DAKOTA PICKUP	1D7HW48N85S255098
54	1997	DODGE	DAKOTA PICKUP	1B7GL23X9VS148234
55	2007	FORD	F100/F150 SERIES PI	1FTPW14547FA21031
56	2002	FORD	PICKUP	1FTNW21F82EB34960

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 1C MOTOR VEHICLE SCHEDULE

	FILE NUMBER
00	640025073

	PAGE NO.	TOTAL OF PAGES	REGISTRATION NUMBER
01	03	003	20071127 1445 8028 9358

	YEAR	MAKE	MODEL	V.I.N
41	1993	FORD	F250 SERIES PICKUP	1FTEF25Y5PLA45975
42	1985	CHEVROLET	S10 PICKUP	1GCCS14B6F2255208
43	2007	FORD	F150	1FTPW14587FA25941
44	2006	TRAILER		4Z1GF253865001645
45	2004	TRAILTECH		2CUL2TJ9842015016
46	2001	RINGO	TRAILER	1R9RF10131P000843
47	1990	CATERPILLER	RC-60	31A01901
48	1995	LULL	844B HIGHLANDER	MAR95J16P12-1226
49	1997	JCB	940	661589
50	1997	SELLICK	SG60	2734606652
51	1997	CAT	DP-135	5DP00099
52	1997	JCB	930	662311
53	2000	SELLICK	SD80S	4472009832-4
54	2000	SELLICK	SD80A	4376006832-4
55	2001	EAGLE	PICHER RT-80	RT804ND4RT01189
56	2004	CAT	DP-135	5DP10067

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
TITLE CURRENCY : 26NOV 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

	FILE NUMBER
00	626171274

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20060615 0944 2095 0418	P	PPSA	10

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	COVER-ALL BUILDINGS SYSTEMS INC.			ONTARIO CORPORATION NO.		
04		ADDRESS	3815 WANUSKEWIN ROAD		SASKATOON		SK	S7P 1A4

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
07		ADDRESS						

08	SECURED PARTY / LIEN CLAIMANT		COVER-ALL HOLDINGS INC.					
09		ADDRESS	3815 WANUSKEWIN ROAD		SASKATOON		SK	S7P 1A4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10	X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL COLLATERAL DESCRIPTION	ALL OF THE DEBTOR??S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
14		
15		

16	REGISTERING AGENT		ACCU-SEARCH INC.			
17		ADDRESS	320, 10205-101 STREET	EDMONTON	AB	T5J 4H5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20060714 1135 2095 0422	

21 RECORD REFERENCED — FILE NUMBER: 626171274

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: COVER-ALL BUILDINGS SYSTEMS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: CHANGING DEBTOR NAME
27

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME: COVER-ALL BUILDING SYSTEMS INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS: 3815 WANUSKEWIN ROAD — SASKATOON — SK — S7P 1A4

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — ACCU-SEARCH INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 320, 10205-101 STREET — EDMONTON — AB — T5J 4H5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20071030 1453 1590 3097	

21 RECORD REFERENCED — FILE NUMBER 626171274

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		22 C DISCHARGE		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	COVER-ALL BUILDING SYSTEMS INC.		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05 DEBTOR/				
03/ TRANSFEREE	BUSINESS NAME			

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED OR MATURITY DATE
10								

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE			

12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15

16 REGISTERING AGENT OR — STIKEMAN ELLIOTT LLP
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 199 BAY ST, 5300 COMMERCE COURT WEST TORONTO ON M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

	FILE NUMBER
00	618412212

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		002		20050830 1548 1862 5114	P PPSA	10

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	COVER-ALL BUILDING SYSTEMS OF ONTARIO INC.					ONTARIO CORPORATION NO.	
04		ADDRESS	R.R. #1			LUCKNOW		ON	N7A 2T4

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	COVER-ALL BUILDING SYSTEMS INC.					ONTARIO CORPORATION NO.	
07		ADDRESS	3815 WANUSKEWIN ROAD			SASKATOON		SK	S7P 1A4

08	SECURED PARTY / LIEN CLAIMANT	JENNY M. HOGERVORST							
09		ADDRESS	R.R. #1			LUCKNOW		ON	N7A 2T4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT	BENNETT JONES LLP (KS)				
17		ADDRESS	3400, 1 FIRST CANADIAN PLACE, PO BOX 130	TORONTO	ONT	M5X 1A4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

	FILE NUMBER
00	618412212

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	002		20050830 1548 1862 5114		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME	COVER-ALL HOLDINGS INC.			ONTARIO CORPORATION NO.
04		ADDRESS	3815 WANUSKEWIN ROAD		SASKATOON	SK S7P 1A4
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				
08	SECURED PARTY / LIEN CLAIMANT		1264752 ONTARIO INC. (ATTN. BERNARD (BEN) G. HOGERVORST)			
09		ADDRESS	R.R. #1		LUCKNOW	ON N7A 2T4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT	
17		ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20071030 1452 1590 3095	

21 RECORD REFERENCED: FILE NUMBER 618412212

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		C DISCHARGE		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	COVER-ALL BUILDING SYSTEMS OF ONTARIO INC.		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/ 05 DEBTOR/ TRANSFEREE				

03/ BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10								

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE			

12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT ADDRESS: STIKEMAN ELLIOTT LLP
17 199 BAY ST, 5300 COMMERCE COURT WEST TORONTO ON M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 31

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

	FILE NUMBER	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
00	871441308							
01			01	001		20010412 1047 1529 6985	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	COVER-ALL BUILDING SYSTEMS INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	3815 WANUSKEWIN ROAD			SASKATOON		SK	S7P 1A4
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT		BANK OF MONTREAL						
09		ADDRESS	101 2ND AVENUE NORTH			SASKATOON		SK	S7K 3L4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10				X	X			X

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		CANADIAN SECURITIES REGISTRATION SYSTEMS			
17		ADDRESS	SUITE 180-13571 COMMERCE PARKWAY	RICHMOND	BC	V6V2L1

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20060210 1451 1530 9092	

21 RECORD REFERENCED — FILE NUMBER: 871441308

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	B RENEWAL	5	

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: COVER-ALL BUILDING SYSTEMS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20071030 1453 1590 3098	

21 RECORD REFERENCED — FILE NUMBER: 871441308

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		C DISCHARGE		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/TRANSFEROR — BUSINESS NAME: COVER-ALL BUILDING SYSTEMS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — STIKEMAN ELLIOTT LLP
17 SECURED PARTY/LIEN CLAIMANT — ADDRESS: 199 BAY ST, 5300 COMMERCE COURT WEST TORONTO ON M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : COVER-ALL BUILDING SYSTEMS INC.
FILE CURRENCY : 26NOV 2007

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
640025046	20071019 1054 8028 9236	20071030 1740 8028 9282	20071127 1445 8028 9355	
640025055	20071019 1054 8028 9237	20071030 1740 8028 9283	20071127 1445 8028 9356	
640025064	20071019 1054 8028 9238	20071030 1740 8028 9284	20071127 1445 8028 9357	
640025073	20071019 1054 8028 9239	20071030 1740 8028 9285	20071101 1740 8028 9306	20071127 1445 8028 9358
626171274	20060615 0944 2095 0418	20060714 1135 2095 0422	20071030 1453 1590 3097	
618412212	20050830 1548 1862 5114	20071030 1452 1590 3095		
871441308	20010412 1047 1529 6985	20060210 1451 1530 9092	20071030 1453 1590 3098	

21 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj1 07/2007)

Ontario

RUN NUMBER : 304
RUN DATE : 2007/10/31
ID : 20071031120001.76

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(9254)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE POLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 1353537 ALBERTA LTD.

FILE CURRENCY : 30OCT 2007

ENQUIRY NUMBER 20071031120001.76 CONTAINS 8 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

BORDEN LADNER GERVAIS LLP
BOX 15

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(grj1 07/2007)

CONTINUED... 2

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1353537 ALBERTA LTD.
FILE CURRENCY : 30OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	640025046

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20071019 1054 8028 9236	P PPSA	7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	1353537 ALBERTA LTD.			ONTARIO CORPORATION NO.		
04		ADDRESS	4300 BANKERS HALL WEST, 888 - 3RD STREET		CALGARY	AB	T2P 5C5	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	1353537 ALBERTA LTD.			ONTARIO CORPORATION NO.		
07		ADDRESS	3815 WANUSKEWIN ROAD		SASKATOON	SK	S7P 1A4	
08	SECURED PARTY / LIEN CLAIMANT		CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT					
09		ADDRESS	595 BAY STREET, 5TH FLOOR		TORONTO	ONT	M5G 2C2	

	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10			X	X	X	X	X		

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL COLLATERAL DESCRIPTION	THIS IS GRANTED PURSUANT TO THE SENIOR SECURED CREDIT AGREEMENT.
14		
15		

16	REGISTERING AGENT	BORDEN LADNER GERVAIS LLP (M. MARTINDALE / L. HILL)				
17		ADDRESS	40 KING STREET WEST, SUITE 4400	TORONTO	ONT	M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cnj1l 07/2007)

Ontario

RUN NUMBER : 304
RUN DATE : 2007/10/31
ID : 20071031120001.76

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1353537 ALBERTA LTD.
FILE CURRENCY : 30OCT 2007

FORM 16 FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	640025046

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02	002		20071019 1054 8028 9236		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS	S.W.		CALGARY	AB T2P 5C5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				

08	SECURED PARTY / LIEN CLAIMANT	
09		ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT	
17		ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY : ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cr)1f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1353537 ALBERTA LTD.
FILE CURRENCY : 30OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01	001		20071030 1740 8028 9282	

21 RECORD REFERENCED: FILE NUMBER 640025046

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22	X	A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	1353537 ALBERTA LTD.		

25 OTHER CHANGE
26 REASON/ DESCRIPTION: AMENDMENT TO REFLECT THE OCTOBER 29, 2007 AMALGAMATION
27 BETWEEN 1353537 ALBERTA LTD. AND COVER-ALL BUILDING SYSTEMS INC.
28 TO CONTINUE AS COVER-ALL BUILDING SYSTEMS INC.

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				

05 DEBTOR/
03/ TRANSFEROR — BUSINESS NAME: COVER-ALL BUILDING SYSTEMS INC. — ONTARIO CORPORATION NO.:
06
04/07 ADDRESS: 3815 WANUSKEWIN ROAD — SASKATOON — SK — S7P 1A4

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

	YEAR	MAKE	MODEL	V.I.N.
10				

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OF — BORDEN LADNER GERVAIS LLP (M. VERBRUGGE / L. HILL)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 40 KING STREET WEST, SUITE 4400 — TORONTO — ONT — M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cr)2f 07/2007)

Ontario

RUN NUMBER : 304
RUN DATE : 2007/10/31
ID : 20071031120001.76

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1353537 ALBERTA LTD.
FILE CURRENCY : 30OCT 2007

FORM C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	640025055

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		REGISTRATION PERIOD
01		01	002		20071019 1054 8028 9237	P	PPSA	7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	1353537 ALBERTA LTD.				ONTARIO CORPORATION NO.		
04		ADDRESS	4300 BANKERS HALL WEST, 888 - 3RD STREET		CALGARY		AB	T2P 5C5	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	1353537 ALBERTA LTD.				ONTARIO CORPORATION NO.		
07		ADDRESS	3815 WANUSKEWIN ROAD		SASKATOON		SK	S7P 1A4	
08	SECURED PARTY / LIEN CLAIMANT		CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT						
09		ADDRESS	595 BAY STREET, 5TH FLOOR		TORONTO		ONT	M5G 2C2	

	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE	
10		X	X	X	X	X			

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL COLLATERAL DESCRIPTION	THIS IS GRANTED PURSUANT TO THE SUBORDINATED SECURED CREDIT AGREEMENT.
14		
15		
16	REGISTERING AGENT	BORDEN LADNER GERVAIS LLP (M. MARTINDALE / L. HILL)
17	ADDRESS	40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crjtf 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1353537 ALBERTA LTD.
FILE CURRENCY : 30OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	640025055

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02	002		20071019 1054 8028 9237		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS	S.W.		CALGARY	AB T2P 5C5
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				

08	SECURED PARTY / LIEN CLAIMANT	
09		ADDRESS

	COLLATERAL CLASSIFICATION														
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT			DATE OF MATURITY OR MATURITY DATE			NO FIXED		
10															

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT
17	ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)1f 07/2007)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1353537 ALBERTA LTD.
FILE CURRENCY : 30OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20071030 1740 8028 9283	

21 RECORD REFERENCED — FILE NUMBER: 640025055

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/TRANSFEROR — BUSINESS NAME: 1353537 ALBERTA LTD.

25 OTHER CHANGE
26 REASON/DESCRIPTION: AMENDMENT TO REFLECT THE OCTOBER 29, 2007 AMALGAMATION
27 BETWEEN 1353537 ALBERTA LTD. AND COVER-ALL BUILDING SYSTEMS INC.
28 TO CONTINUE AS COVER-ALL BUILDING SYSTEMS INC.

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME: COVER-ALL BUILDING SYSTEMS INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS: 3815 WANUSKEWIN ROAD — SASKATOON — SK — S7P 1A4

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10 YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR — BORDEN LADNER GERVAIS LLP (M. VERBRUGGE / L. HILL)
17 SECURED PARTY/LIEN CLAIMANT — ADDRESS: 40 KING STREET WEST, SUITE 4400 — TORONTO — ONT — M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)

Ontario

RUN NUMBER : 304
RUN DATE : 2007/10/31
ID : 20071031120001.76

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(9261)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1353537 ALBERTA LTD.
FILE CURRENCY : 30OCT 2007

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
640025046	20071019 1054 8028 9236	20071030 1740 8028 9282		
640025055	20071019 1054 8028 9237	20071030 1740 8028 9283		

4 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)1 07/2007)

Ontario

I

EXHIBIT I

This is the Exhibit marked "I" referred to in the Affidavit of John McMurray sworn before me this 20th day of April, 2010.

Notary Public in and for the Province of Ontario

Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
Scotia Plaza, 40 King Street West
Toronto, Ontario, Canada M5H 3Y4
tel.: (416) 367-6000 fax: (416) 367-6749
www.blgcanada.com

ROGER JAIPARGAS
direct tel.: (416) 367-6266
direct fax: 416) 361-7067
e-mail: rjaipargas@blgcanada.com

BORDEN
LADNER
GERVAIS

April 16, 2010

Delivered by E-mail

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto,ON
M5H 2S7

Attention: Mr. David Bish

Re: In the Matter of a Plan of Compromise or Arrangement of Cover-All Holding Corp., et al. [Court File No. 1001-04270]

As you know, we are the lawyers for Canadian Imperial Bank of Commerce, The Bank of Nova Scotia and Roynat Capital Inc. (the "Lenders") in the above noted matter. We are writing to you in connection with paragraph 33(b) of the Initial Order, dated March 24, 2010 (the "Initial Order").

On March 16, 2010, the Lenders delivered a formal notice to Cover-All Building Systems Inc. ("CBSI") of an event of default under the Senior Credit Agreement, dated October 23, 2007. On March 24, 2010, CBSI and the other applicants in the above noted proceedings (collectively, the "Applicants") applied for and were granted protection from their creditors under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended.

Pursuant to paragraph 33 of the Initial Order, the Lenders are unaffected creditors and may exercise any and all of their rights and remedies against the Applicants and their property under the Senior Credit Agreement and the Subordinate Credit Agreement, dated October 23, 2007, on two business days notice.

As discussed, the Lenders intend to bring an Application before the Court of Queen's Bench of Alberta, returnable April 23, 2010, seeking the appointment of PricewaterhouseCoopers Inc. as Receiver of the business and property of the Applicants. Accordingly, this letter shall serve as notice, pursuant to paragraph 33(b) of the Initial Order, of the Lenders' intention to exercise their rights and remedies under the Senior Credit Agreement and the Subordinate Credit Agreement.

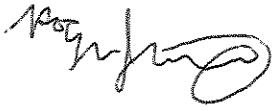
CALGARY • MONTRÉAL • OTTAWA • TORONTO • VANCOUVER • WATERLOO REGION

BORDEN
LADNER
GERVAIS

If you should have any questions in respect of the foregoing, please do not hesitate to contact the undersigned.

Yours very truly,

BORDEN LADNER GERVAIS



Roger Jaipargas

Encl.

cc: Tracy Sandler, Osler Hoskin & Harcourt LLP

Neil Narfason, Ernst & Young Inc.

Gregory Prince, PricewaterhouseCoopers Inc.

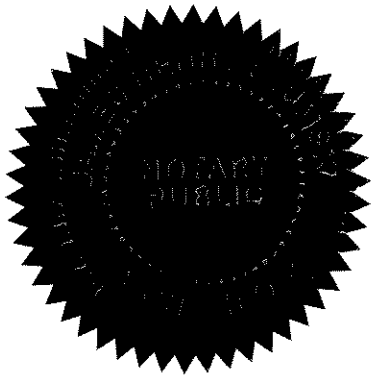
Clients

J

EXHIBIT J

This is the Exhibit marked "J" referred to in the Affidavit of John McMurray sworn before me this 20th day of April, 2010.

Notary Public in and for the Province of Ontario



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ROGER JAIPARGAS
direct tel.: (416) 367-6266
direct fax: 416) 361-7067
e-mail: rjaipargas@blgcanada.com

BORDEN
LADNER
GERVAIS

April 20, 2010

Delivered by E-mail

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto,ON
M5H 2S7

Attention: Mr. David Bish

Re: In the Matter of a Plan of Compromise or Arrangement of Cover-All Holding Corp., et al. [Court File No. 1001-04270]

We are the lawyers for Canadian Imperial Bank of Commerce, The Bank of Nova Scotia and Roynat Capital Inc. (the "Lenders") in the above noted matter. As advised in our letter dated April 16, 2010, we intend to bring an application before the Court of Queen's Bench of Alberta on April 23, 2010, seeking the appointment of PricewaterhouseCoopers Inc. as receiver of the assets, undertaking and properties of Cover-All Building Systems Inc. and the other applicants in the above noted proceedings (collectively, the "Applicants").

For the sole purpose of complying with the technical requirements of section 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, we enclose the Lenders' Notice of Intention to Enforce Security over the assets, undertakings and property of the Applicants in connection with the imminent receivership application.

If you should have any questions in respect of the foregoing, please do not hesitate to contact the undersigned.

Yours very truly,

BORDEN LADNER GERVAIS

Roger Jaipargas

Encl.

CALGARY • MONTRÉAL • OTTAWA • TORONTO • VANCOUVER • WATERLOO REGION

FORM 86
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3.
(Subsection 244(1))

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: Cover-All Building Systems Inc.
Registered and Records Office
4300 Bankers Hall West
888 3rd St. SW
Calgary, Alberta T2P 5C5

Cover-All Building Systems Inc.
3815 Wanuskewin Road
Saskatoon, Saskatchewan S7 1A4

TAKE NOTICE THAT:

1. Canadian Imperial Bank of Commerce, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   - All present and after-acquired personal property under the *Personal Property Security Act* of Alberta and regulations thereunder.

   - All present and after acquired personal property under the *Personal Property Security Act* of Saskatchewan and regulations thereunder.

   - All present and after acquired personal property under the *Personal Property Security Act* of Ontario and regulations thereunder.

2. The security that is to be enforced includes the following:

   - General Security Agreement (Senior Debt) granted by 1353537 Alberta Ltd., a corporate predecessor of Cover-All Building Systems Inc. by way of the amalgamation of 1353537 Alberta Ltd. and Cover-All Building Systems Inc., dated October 23, 2007, for which Financing Statements were registered in each of the following:

     (i) the Alberta Personal Property Registry on October 18, 2007 under Registration Number 07101830458, October 30, 2007 under Registration Number 07103031568, and November 22, 2007 under Registration Number 07112218735 and for which Financing Statements (Land Charge) were registered in the Alberta Personal Property Registry on October 18, 2007 under Registration Number 07101830615 and on October 30, 2007 under Registration Number 07103031592;

     (ii) the Saskatchewan Personal Property Registry on October 19, 2007 under Registration Number 300237553; and

     (iii) the Ontario Personal Property Registry on October 19, 2007 under File Number 640025046;

   - General Security Agreement (Senior Debt) granted by Cover-All Building Systems Inc., a corporate predecessor of Cover-All Building Systems Inc. by way of the amalgamation of 1353537 Alberta Ltd. and Cover-All Building Systems Inc., dated October 23, 2007, for which Financing Statements were registered in each of the following:

(i) the Alberta Personal Property Registry on October 18, 2007 under Registration Number 07101915002, October 30, 2007 under Registration Number 07103031634, and November 22, 2007 under Registration Number 07112218958 and for which Financing Statements (Land Charge) were registered in the Alberta Personal Property Registry on October 18, 2007 under Registration Number 07101915077 and on October 30, 2007 under Registration Number 07103031675;

(ii) the Saskatchewan Personal Property Registry on October 19, 2007 under Registration Number 300237595; and

(iii) the Ontario Personal Property Registry on October 19, 2007 under File Number 650025064;

- General Security Agreement (Subordinated Debt) granted by 1353537 Alberta Ltd., a corporate predecessor of Cover-All Building Systems Inc. by way of the amalgamation of 1353537 Alberta Ltd. and Cover-All Building Systems Inc., dated October 23, 2007, for which Financing Statements were registered in each of the following:

  (i) the Alberta Personal Property Registry on October 18, 2007 under Registration Number 07101830995, October 30, 2007 under Registration Number 07103031600, and November 22, 2007 under Registration Number 07112218776 and for which Financing Statements (Land Charge) were registered in the Alberta Personal Property Registry on October 18, 2007 under Registration Number 07101831068 and on October 30, 2007 under Registration Number 07103031618;

  (ii) the Saskatchewan Personal Property Registry on October 19, 2007 under Registration Number 300237585; and

  (iii) the Ontario Personal Property Registry on October 19, 2007 under File Number 640025055;

- General Security Agreement (Subordinated Debt) granted by Cover-All Building Systems Inc., a corporate predecessor of Cover-All Building Systems Inc. by way of the amalgamation of 1353537 Alberta Ltd. and Cover-All Building Systems Inc., dated October 23, 2007, for which Financing Statements were registered in each of the following:

  (i) the Alberta Personal Property Registry on October 18, 2007 under Registration Number 07101915143, October 30, 2007 under Registration Number 07103031733, and November 22, 2007 under Registration Number 07112219097 and for which Financing Statements (Land Charge) were registered in the Alberta Personal Property Registry on October 18, 2007 under Registration Number 07101915192 and on October 30, 2007 under Registration Number 07103031790;

  (ii) the Saskatchewan Personal Property Registry on October 19, 2007 under Registration Number 300237601; and

  (iii) the Ontario Personal Property Registry on October 19, 2007 under File Number 640025073;

- Security under Section 427 of the *Bank Act* (Alberta) which was registered with the Bank of Canada on November 8, 2007 under Numbers 01219622 and 01219621 respectively;

- Security under Section 427 of the *Bank Act* (Ontario) which was registered with the Bank of Canada on November 7, 2007 under Numbers 01219503 and 01219506 respectively; and

- Security under Section 427 of the *Bank Act* (Alberta) which was registered with the Bank of Canada on December 12, 2008 under Numbers 01234789 and 01234790 respectively.

(the "Security").

3. The total amount of the indebtedness secured by the Security, as at April 19, 2010, is $59,772,056.32, plus accruing interest and legal fees.

4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ont., _____, on April 20, 2010.

Canadian Imperial Bank of Commerce
by its authorized signatory:

John McMurray
General Manager

CONSENT AND WAIVER

THE UNDERSIGNED hereby pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* waives the ten day period of notice required under Section 244 of the *Bankruptcy and Insolvency Act* (see extract below) and consents to the immediate enforcement by Canadian Imperial Bank of Commerce of the Security referred to in the Section 244 Notice dated April ___, 2010.

DATED at _____, _____, on _____ ___, 2010, at ___ a.m./p.m.

COVER-ALL BUILDING SYSTEMS INC.

Per: _____

Extract from the Bankruptcy and Insolvency Act

Section 244. Advance Notice

(1) A secured creditor who intends to enforce a security on all or substantially all of

(a) the inventory,

(b) the accounts receivable, or

(c) the other property

of an insolvent person that was acquired for, or is used in relation to a business carried on by the insolvent person shall send to that insolvent person, in the prescribed form and manner, a notice of that intention.

(2) Period of Notice. - Where a notice is required to be sent under subsection (1), the secured creditor shall not enforce the security in respect of which the notice is required until the expiry of ten days after sending that notice, unless the insolvent person consents to an earlier enforcement of the security.

(2.1) No advance consent. - [For the] purposes of subsection (2), consent to earlier enforcement of a security may not be obtained by a secured creditor prior to the sending of the notice referred to in subsection (1).

(3) Exception. - This section does not apply, or ceases to apply in respect of a secured creditor

(a) whose right to realize or otherwise deal with his security is protected by subsection 69.1(5) or (6); or

(b) in respect of whom a stay under sections 69 to 69.2 has been lifted pursuant to Section 69.4.

(4) Idem. - This Section does not apply where there is a receiver in respect of the insolvent person.

FORM 86
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3.
(Subsection 244(1))

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: Cover-All Holding Corp.
Registered and Records Office
1959 Upper Water Street, Suite 900
Halifax, Nova Scotia B3J 3N2

Cover-All Holding Corp.
3815 Wanuskewin Road
Saskatoon, Saskatchewan S7 1A4

TAKE NOTICE THAT:

1. Canadian Imperial Bank of Commerce, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   - All present and after-acquired personal property under the *Personal Property Security Act* of Nova Scotia and regulations thereunder.

   - All present and after acquired personal property under the *Personal Property Security Act* of Saskatchewan and regulations thereunder.

2. The security that is to be enforced includes the following:

   - General Security Agreement (Senior Debt) dated October 23, 2007, for which Financing Statements were registered in the Nova Scotia Personal Property Registry on October 17, 2007 under Original Registration Number 13092804, and the Saskatchewan Personal Property Registry on October 19, 2007 under Registration Number 300237613; and

   - General Security Agreement (Subordinated Debt) dated October 23, 2007 for which Financing Statements were registered in the Nova Scotia Personal Property Registry on October 17, 2007 under Original Registration Number 13092820; and the Saskatchewan Personal Property Registry on October 19, 2007 under Registration Number 300237621

   (the "Security").

3. The total amount of the indebtedness secured by the Security, as at April 19, 2010, is $59,722,056.32, plus accruing interest and legal fees.

4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ont., on April 20, 2010.

Canadian Imperial Bank of Commerce
by its authorized signatory:

John McMurray, General Manager

CONSENT AND WAIVER

THE UNDERSIGNED hereby pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* waives the ten day period of notice required under Section 244 of the *Bankruptcy and Insolvency Act* (see extract below) and consents to the immediate enforcement by Canadian Imperial Bank of Commerce of the Security referred to in the Section 244 Notice dated April ___, 2010.

DATED at _____, _____, on _____ ___, 2010, at __ a.m./p.m.

COVER-ALL HOLDING CORP.

Per: _____

Extract from the Bankruptcy and Insolvency Act

Section 244. Advance Notice

(1) A secured creditor who intends to enforce a security on all or substantially all of

(a) the inventory,

(b) the accounts receivable, or

(c) the other property

of an insolvent person that was acquired for, or is used in relation to a business carried on by the insolvent person shall send to that insolvent person, in the prescribed form and manner, a notice of that intention.

(2) Period of Notice. - Where a notice is required to be sent under subsection (1), the secured creditor shall not enforce the security in respect of which the notice is required until the expiry of ten days after sending that notice, unless the insolvent person consents to an earlier enforcement of the security.

(2.1) No advance consent. - [For the] purposes of subsection (2), consent to earlier enforcement of a security may not be obtained by a secured creditor prior to the sending of the notice referred to in subsection (1).

(3) Exception. - This section does not apply, or ceases to apply in respect of a secured creditor

(a) whose right to realize or otherwise deal with his security is protected by subsection 69.1(5) or (6); or

(b) in respect of whom a stay under sections 69 to 69.2 has been lifted pursuant to Section 69.4.

(4) Idem. - This Section does not apply where there is a receiver in respect of the insolvent person.

K

EXHIBIT K

This is the Exhibit marked "K" referred to in the Affidavit of John McMurray sworn before me this 20th day of April, 2010.

Notary Public in and for the Province of Ontario

Action No. _____

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

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED;

AND IN THE MATTER OF THE JUDICATURE ACT, R.S.A. 2000, c. J-2, AS AMENDED;

AND IN THE MATTER OF THE RECEIVERSHIP OF COVER-ALL HOLDING CORP., COVER-ALL BUILDING SYSTEMS INC. and the Respondents set out in Schedule "A" attached hereto

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE
as administrative agent

Applicant

-and-

COVER-ALL HOLDING CORP., COVER-ALL BUILDING SYSTEMS INC., and those Respondents as set out in Schedule "A" attached hereto

Respondents

CONSENT TO ACT AS RECEIVER

Pursuant to Section 243(1) of the *Bankruptcy and Insolvency act,* R.S.C. 1985, c. B-3, as amended and Section 13(2) *Judicature Act*, R.S.A. 2000, c. J-2, as amended, PricewaterhouseCoopers Inc. ("PwC") herby consents to acting as the receiver, of all the assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof, of the Respondents, in accordance with an order substantially in the form of the order enclosed with the Application Record of the Canadian Imperial Bank of Commerce, returnable on April 23, 2010, as such order may be amended in a manner satisfactory to PwC.

DATED this 20th day of April, 2010.

PricewaterhouseCoopers Inc.

Per: _____
Name: Gregory Prince
Title: Senior Vice President

Schedule "A"

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.

No:

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

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE *JUDICATURE ACT*, R.S.A. 2000, c. J-2, AS AMENDED

AND IN THE MATTER OF THE RECEIVERSHIP OF COVER-ALL HOLDING CORP., COVER-ALL BUILDING SYSTEMS INC. AND THOSE ENTITIES LISTED IN SCHEDULE "A" HEREOF

AFFIDAVIT OF JOHN MCMURRAY

BORDEN LADNER GERVAIS LLP
1000 Canterra Tower
400 - 3rd Avenue S.W.
Calgary, AB T2P 4H2

Josef G.A. Krüger, Q.C.
Tel: (403) 232-9563
Fax: (403) 266-1395

Michael MacNaughton
Tel: (416) 367-6646
Fax: (416) 682-2837

Roger Jaipargas
Tel: (416) 367-6266
Fax: (416) 361-7067