

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

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**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., SUMMIT STRUCTURES LIMITED, COVER-
ALL EUROPE GmbH**

Respondents

STATEMENT OF CLAIM

I. THE PARTIES

1. The Plaintiff, Canadian Imperial Bank of Commerce ("CIBC"), is a Canadian chartered bank with offices across Canada including branch offices in the City of Calgary, in the Province of Alberta.
2. The Defendant, Cover-All Building Systems Inc. ("CBSI") is a body corporate duly registered in accordance with the laws of the Province of Alberta.
3. The Defendant, Cover-All Holding Corp., is an unlimited liability company that is duly registered in accordance with the laws of the Province of Nova Scotia.
4. The Defendant, Cover-All U.S. Holding Corp., is a body corporate duly registered in accordance with the laws of the State of Delaware.
5. The Defendant, Summit Structures, LLC, ("Summit Structures") is a limited liability corporation duly registered in accordance with the laws of the State of Pennsylvania.
6. The Defendant, Quick Structures, LLC, ("Quick Structures") is a limited liability corporation duly registered in the State of Pennsylvania.
7. The Defendant, Cover All Holdings U.S., LLC is a limited liability corporation duly registered in the State of Pennsylvania. It is also registered to conduct business in Iowa and Illinois.

8. The Defendant, Summit Structures U.S., LLC is a limited liability corporation duly registered in the State of Pennsylvania.
9. The Defendant, Summit Project Management, LLC is a limited liability corporation duly registered in the State of Pennsylvania.
10. The Defendant, Eastern Cover-All, Inc. is a body corporate duly registered in accordance with the laws of the State of New York and is also registered to conduct business in Pennsylvania and Tennessee.
11. The Defendant, NorthStar Cover-All LLC is a limited liability company duly registered in the State of Delaware and is also registered to conduct business in Minnesota.
12. The Defendant, North Star Cover-All Inc. is a body corporate duly registered in the State of Minnesota and is also registered to conduct business in California.
13. The Defendant, Summit Structures Limited is a body corporate duly registered in the United Kingdom.
14. The Defendant, Cover-All Europe GmbH is a body corporate duly registered in Germany.

(collectively, the "**Defendants**")

II. THE LOANS

15. CIBC and the Bank of Nova Scotia entered into a Senior Credit Agreement with CBSI dated 23 October, 2007, as subsequently amended (the "**Senior Credit Agreement**"). CIBC is the administrative agent for itself and the Bank of Nova Scotia under the Senior Credit Agreement.
16. CIBC and Roynat Capital Inc. entered into a Subordinate Credit Agreement with CBSI dated 23 October, 2007, as subsequently amended (the "**Subordinate Credit Agreement**"). CIBC is the administrative agent for itself and Roynat Capital Inc. under the Subordinate Credit Agreement.
17. The Senior Credit Agreement provides for:
 - (a) term loans in the principal amount of \$40,000,000;
 - (b) revolving loans 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.

18. The Subordinate Credit Agreement provides for additional term loans to CBSI in the principal amount of \$15,000,000.
19. The principal amount, excluding interest, owing under the Senior Credit Agreement as of April 20, 2010 was \$40,820,000. The principal amount, excluding interest owing under the Subordinate Credit Agreement as of April 20, 2010 was \$15,000,000.

III. THE PLAINTIFF'S SECURITY

20. Pursuant to a general security agreement and various mortgages and pledge agreements and assignments, CBSI and each of the Defendants granted a security interest to CIBC over all of their respective assets to secure CBSI's obligations under the Senior Credit Agreement.
21. Additionally, CBSI and each of the Defendants, pursuant to a general security agreement and various mortgages and pledge agreements and assignments, granted a security interest to CIBC over all of their respective assets to secure CBSI's obligations under the Subordinate Credit Agreement.

(all of the above security being hereinafter referred to as the "Security")

IV. DEMAND FOR PAYMENT

22. CBSI is in default of its obligations owing to CIBC, and has committed an Event of Default, under the Senior Credit Agreement and the Subordinate Credit Agreement, including a failure to pay the amounts outstanding when due.
23. As a result of CBSI's default under the terms of the Security as set out herein, on March 16, 2010 the Defendants received a formal notice of default from the Bank. On March 24, 2010 the Debtors applied for and were granted protection from their creditors by the Initial Order in the CCAA Proceedings.

V. CONCLUSION

24. The Bank proposes that the place for the trial of this action be at Calgary, Alberta.
25. The Bank estimates that the trial of this action will be less than twenty-five (25) days.

THE PLAINTIFF, CANADIAN IMPERIAL BANK OF COMMERCE, CLAIMS AS AGAINST THE DEFENDANTS 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., SUMMIT STRUCTURES LIMITED, COVER-ALL EUROPE GmbH ON A JOINT AND SEVERAL BASIS:

- (a) a declaration as to the amounts owing to CIBC by the various Defendants and judgment in the amount found to be owing;
- (b) a declaration that the Security held by CIBC is valid and enforceable as against the Defendants and each of them;
- (c) the appointment of a receiver and manager, or, alternatively, the appointment of a receiver over all of the assets of the Defendants or such assets as CIBC may direct and deem appropriate from time to time;
- (d) interest in accordance with the terms of the Senior Credit Agreement and the Subordinate Credit Agreement, or, alternatively, pursuant to the provisions of the *Judgment Interest Act*;
- (e) costs on a full indemnity, solicitor and his own client basis, or, alternatively, pursuant to Schedule "C" of the Alberta *Rules of Court*; and
- (f) such further and other relief as this Honourable Court may allow.

DATED at the City of Calgary, in the Province of Alberta, this 20th day of April, 2010 and
DELIVERED BY Josef G.A. Krüger, Q.C. of Borden Ladner Gervais, LLP, Barristers and Solicitors, solicitors for the within Plaintiff, whose address for service is in care of the said solicitors at 1000 Canterra Tower, 400 - 3rd Avenue S.W., Calgary, Alberta, T2P 4H2, Telephone: (403) 232-9563.

ISSUED out of the office of the Clerk of the Court of Queen's Bench of Alberta, Judicial District of Calgary, this 20 day of April, 2010.

K. MCAUSLAND  COURT
SEAL

CLERK OF THE COURT

NOTICE:

Action No. 1001- 05915

TO: 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., SUMMIT
STRUCTURES LIMITED, COVER-ALL
EUROPE GmbH

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

BETWEEN:

Canadian Imperial Bank of Commerce

Plaintiff

- and -

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., SUMMIT
STRUCTURES LIMITED, COVER-ALL EUROPE GmbH

Defendants

Warning:

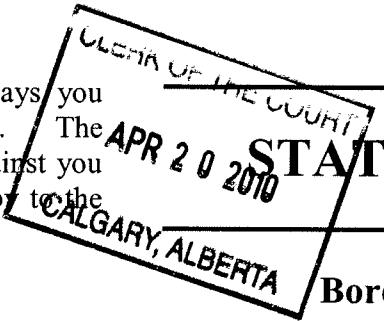
If you do not do both things within 15 days you
may automatically lose the lawsuit. The
Plaintiff may get a Court judgment against you
if you do not file, or do not give a copy to the
Plaintiff or do either thing late.

This Statement of Claim is issued by Josef G.A.
Krüger, Q.C. of Borden Ladner Gervais, LLP
Solicitors for the Plaintiff who carry on business
in the City of Calgary.

and whose address for service is in care of the
said solicitors at :

1000, 400 - Third Avenue SW
Calgary, Alberta T2P 4H2
Telephone: (403) 232-9563
Facsimile: (403) 266-1395

and is addressed to the Defendants who carries
on business as far as known to the Plaintiff is
Calgary, Alberta.



STATEMENT OF CLAIM

Borden Ladner Gervais, LLP

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Calgary, Alberta T2P 4H2

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Lawyers for the Canadian Imperial Bank of Commerce