

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
READING DIVISION**

| | | |
|---|---|---|
| In re: |) | Chapter 15 |
| |) | |
| COVER-ALL HOLDING CORP., <i>et al.</i> ¹ |) | Case No. 10-20835 (REF) |
| |) | |
| Debtors. |) | Hearing Date: June 3, 2010 at 9:30 a.m. |
| |) | (E.T.) |
| |) | Objection Deadline: May 21, 2010 |
| |) | |

**NOTICE OF MOTION OF PRICEWATERHOUSECOOPERS, INC.,
AS SUCESSOR FOREIGN REPRESENTATIVE OF THE DEBORS,
FOR AN ORDER RECOGNIZING AND ENFORCING ORDERS
OF THE COURT OF QUEEN'S BENCH OF ALBERTA CANADA**

PricewaterhouseCoopers, Inc., the duly authorized successor foreign representative (the “Successor Foreign Representative”) of Cover-All Holding Corp. and the other above-captioned debtors (the “Debtors”), have filed the *Motion of PricewaterhouseCoopers, Inc., as Successor Foreign Representative of the Debtors, for an Order Recognizing and Enforcing Orders of the Court of Queen’s Bench of Alberta Canada* (the “Motion”) with the Court to request the entry of an order pursuant to sections 105(a), 363, 1507, 1517, 1518, 1520 and 1521 of title 11 of the United States Code (as, amended, the “Bankruptcy Code”), recognizing and giving effect in the United States to the Receivership Order and the CCAA Termination Order, as described more fully in the attached Motion.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult an attorney.)

1. If you do not want the Court to grant the relief sought in the motion or if you want the Court to consider your views on the motion, then on or before **May 21, 2010** you or your attorney must do all of the following:

¹ The Debtors, along with the last four digits of each U.S. Debtor’s federal tax identification number, if any, are: Cover-All Holding Corp. (a non-U.S. Debtor that does not maintain a U.S. federal tax identification number); Cover-All Building Systems Inc. (a non-U.S. Debtor that does not maintain a U.S. federal tax identification number); Cover-All Holdings U.S., LLC (9107); Cover-All U.S. Holding Corp. (9362); Eastern Cover-All, Inc. (a U.S. Debtor that does not maintain a U.S. federal tax identification number); NorthStar Cover-All, Inc. (a U.S. Debtor that does not maintain a U.S. federal tax identification number); NorthStar Cover-All, LLC (5968); Quick Structures, LLC (1513); Summit Project Management, LLC (a U.S. Debtor that does not maintain a U.S. federal tax identification number); Summit Structures U.S., LLC (a U.S. Debtor that does not maintain a U.S. federal tax identification number); and Summit Structures, LLC (4501). The location of the Debtors’ corporate headquarters and the service address for all of the Debtors is: 3815 Wanuskewin Road, Saskatoon, Saskatchewan, Canada S7P 1A4, Attn: Todd Payne.

(a) file an answer explaining your position with the Clerk of the United States Bankruptcy Court at the following address:

The Madison Building
400 Washington Street
Reading, PA 19601

If you mail your answer to the bankruptcy clerk's office for filing, you must mail it early enough so that it will be received on or before the date stated above; and

(b) mail a copy to the movant's attorneys:

Morton R. Branzburg, Esquire
KLEHR HARRISON HARVEY BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103

Richard G. Ziegler
MAYER BROWN LLP
71 South Wacker Drive
Chicago, IL 60606

2. If you or your attorney do not take the steps described in paragraphs 1(a) and 1(b) above and attend the hearing, the Court may enter an order granting the relief requested in the motion.

3. A hearing on the motion is scheduled to be held before the Honorable Richard E. Fehling on **June 3, 2010 at 9:30 am** in Courtroom #1, United States Bankruptcy Court, 400 Washington Street, Reading, PA 19601. Unless the Court orders otherwise, the hearing on this contested matter will be an evidentiary hearing at which witnesses may testify with respect to disputed material factual issues in the manner directed by Fed. R. Bankr. P. 9014(d).

4. If a copy of the motion is not enclosed a copy of the motion will be provided to you if you request a copy from the attorney named in paragraph 1(b).

5. You may contact the Bankruptcy Clerk's office at 215-408-2800 to find out whether the hearing has been canceled because no one filed an answer.

Dated: May 7, 2010

/s/ Morton Branzburg

KLEHR HARRISON HARVEY BRANZBURG LLP

Morton Branzburg

Kathryn F. Evans

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- and -

MAYER BROWN LLP

Richard G. Ziegler (*pro hac vice pending*)

Sajida Mahdi (*pro hac vice pending*)

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Counsel to Cover-All Holding Corp. as Successor
Foreign Representative

File a Notice:

10-20835-ref Cover-All Holding Corp. et al and PricewaterhouseCoopers Inc.

Type: bk

Chapter: 15 v

Office: 4 (Reading)

Assets: u

Judge: ref

Case Flag: JNTADMN, LEAD

U.S. Bankruptcy Court

Eastern District of Pennsylvania

Notice of Electronic Filing

The following transaction was received from MORTON R. BRANZBURG entered on 5/7/2010 at 2:35 PM EST and filed on 5/7/2010

Case Name: Cover-All Holding Corp. et al and PricewaterhouseCoopers Inc.

Case Number: 10-20835-ref

Document Number: 41

Docket Text:

Notice of (related document(s): [40] motion Motion of PricewaterhouseCoopers Inc., as Successor Foreign Representative of the Debtors, for an Order Recognizing and Enforcing Orders of The Court of Queen's Bench of Alberta, Canada) Filed by PricewaterhouseCoopers Inc.. Hearing scheduled 6/3/2010 at 09:30 AM at mad - Courtroom 1, Third Floor. (BRANZBURG, MORTON)

The following document(s) are associated with this transaction:

Document description: Main Document

Original filename: C:\fakepath\Cover-All Notice of Motion.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1008166204 [Date=5/7/2010] [FileNumber=14467342-0] [5b90c962478e538d0eae6e5bb0cb8f4f4e8894ec63c22d7c4f06fbf6f1ba9c8aa04f2cc17859e70aad3a18619172ca4ab1e53cbd1f9df83ae7c09cf5d403ef23]]

10-20835-ref Notice will be electronically mailed to:

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MORTON R. BRANZBURG on behalf of Foreign Representative Cover-All Building Systems Inc.
jtaylor@klehr.com

NEAL D. COLTON on behalf of Interested Party Nationwide Agribusiness Insurance Company
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KATHRYN F. EVANS on behalf of Foreign Representative Cover-All Holding Corp. et al
kevans@klehr.com

DAVID SELIGMAN on behalf of Foreign Representative Cover-All Holding Corp. et al
david.seligman@kirkland.com

United States Trustee

USTPRegion03.PH. ECF@usdoj.gov

PAUL WIERBICKI on behalf of Foreign Representative Cover-All Holding Corp. et al
paul.wierbicki@kirkland.com, ryan.bennett@kirkland.com; carl.pickerill@kirkland.com

10-20835-ref Notice will not be electronically mailed to:

Allitheia E. Killeen
9080 Cole Rd.
Boston, NY 14025

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
READING DIVISION**

| | | |
|---|---|--|
| In re: |) | Chapter 15 |
|) | | |
| COVER-ALL HOLDING CORP., <i>et al.</i> ¹ |) | Case No. 10-20835 (REF) |
|) | | |
| Debtors in a Foreign Proceeding. |) | Hearing Date: June 3, 2010 at 9:30 a.m. (E.T.) |
|) | | Objection Deadline: May 21, 2010 |
|) | | |

**MOTION OF PRICEWATERHOUSECOOPERS INC., AS SUCCESSOR
FOREIGN REPRESENTATIVE OF THE DEBTORS, FOR AN
ORDER RECOGNIZING AND ENFORCING ORDERS OF
THE COURT OF QUEEN'S BENCH OF ALBERTA, CANADA**

PricewaterhouseCoopers Inc., the duly authorized successor foreign representative (the “Successor Foreign Representative”) of Cover-All Holding Corp. and the other above-captioned debtors (the “Debtors”), by and through its undersigned counsel, respectfully submits this motion (the “Motion”) to request the entry of an order, substantially in the form attached hereto as **Exhibit C**, pursuant to sections 105(a), 363, 1507, 1517, 1518, 1520 and 1521 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), recognizing and giving effect in the United States to the Receivership Order (defined below) and the CCAA Termination Order (defined below). In support of the Motion, the Successor Foreign Representative respectfully represents as follows:

¹ The Debtors, along with the last four digits of each U.S. Debtor’s federal tax identification number, are: Cover-All Holding Corp. (a non-U.S. Debtor that does not maintain a U.S. federal tax identification number); Cover-All Building Systems Inc. (a non-U.S. Debtor that does not maintain a U.S. federal tax identification number); Cover-All Holdings U.S., LLC (9107); Cover-All U.S. Holding Corp. (9362); Eastern Cover-All, Inc. (a U.S. Debtor that does not maintain a U.S. federal tax identification number); NorthStar Cover-All, Inc. (a U.S. Debtor that does not maintain a U.S. federal tax identification number); NorthStar Cover-All, LLC (5968); Quick Structures, LLC (1513); Summit Project Management, LLC (a U.S. Debtor that does not maintain a U.S. federal tax identification number); Summit Structures U.S., LLC (a U.S. Debtor that does not maintain a U.S. federal tax identification number); and Summit Structures, LLC (4501). The location of the Debtors’ corporate headquarters and the service address for all of the Debtors is: 3815 Wanuskewin Road, Saskatoon, Saskatchewan, Canada S7P 1A4.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and section 1501 of the Bankruptcy Code. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P). Venue is proper in this district pursuant to 28 U.S.C. § 1410.

2. The statutory predicates for the relief requested herein are sections 105(a), 1507, 1517, 1518, 1520 and 1521 of the Bankruptcy Code.

BACKGROUND² AND RELIEF REQUESTED

I. General Background

3. On March 24, 2010, the Debtors sought protection from their creditors in Canada pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the “CCAA”) in the Court of Queen’s Bench of Alberta, Canada, Judicial District of Calgary (the “Canadian Court”). Shortly thereafter, the Canadian Court entered an order, which, *inter alia*, (i) commenced a proceeding for the corporate reorganization of the Debtors (the “CCAA Proceeding”), (ii) authorized and appointed Ernst & Young, Inc. (the “Monitor”) to act as the monitor and foreign representative of the Debtors and (iii) granted the Monitor authority to file a petition for recognition of the CCAA Proceeding as a foreign main proceeding under chapter 15 of the Bankruptcy Code (the “Initial Order”).

4. On March 25, 2010, the Debtors and the Monitor filed in this Court a chapter 15 petition pursuant to sections 1504, 1515, 1517, 1520 and 1521 of the Bankruptcy Code (the “Petition”) commencing this chapter 15 case in aid of the CCAA Proceeding, seeking recognition of the CCAA Proceeding as a “foreign main proceeding” as defined in section

² The factual background regarding the Debtors, including their business operations, capital and debt structure, and the events leading to the filing of this chapter 15 case, is set forth in detail in the *Petition for Recognition and Chapter 15 Relief* (March 25, 2010) [Docket No. 34].

1502(4) of the Bankruptcy Code and seeking other specified relief in aid of the CCAA Proceeding.

5. At the hearing on the Petition on April 21, 2010, the Bankruptcy Court was informed of the possibility that the CCAA Proceeding might be terminated and a receiver appointed by the Canadian Court in the near future. On April 21, 2010, this Court entered that certain *Revised Order Pursuant to 11 U.S.C. §§ 1504, 1515, 1517, 1520, and 1521 Recognizing Foreign Representative and Foreign Main Proceeding* [Docket No. 34] (the “Recognition Order”). Among other relief, the Recognition Order recognized the appointment of the Monitor or any party authorized by the Canadian Court to administer or monitor the Debtors and their assets as “Foreign Representative” and recognized the “Canadian Proceeding” as including a proceeding under the CCAA “or any other Canadian insolvency or receivership law” as a foreign main proceeding.

II. The Termination of the CCAA Proceeding and the Appointment of PricewaterhouseCoopers as Receiver

6. Following the initiation of the CCAA Proceeding, Canadian Imperial Bank of Commerce (“CIBC”) – the lead arranger and administrative agent under (i) that certain senior secured credit facility in the aggregate principal amount of up to \$54 million, dated October 23, 2007 by and among 1353537 Alberta Ltd (a predecessor entity to Cover-All Building Systems Inc. (the “Borrower”), CIBC, and the lenders party thereto from time to time; and (ii) that certain subordinate credit facility dated October 23, 2007, by and among the Borrower, CIBC and the lenders party thereto from time to time—moved for the appointment of the Successor Foreign Representative to act as receiver under section 243(l) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended (Canada) under section 13(2) of the *Judicature Act*, R.S.A. 200, c.J-2.

7. On April 23, 2010, following a hearing, the Canadian Court granted the relief requested by CIBC, and entered (1) an order dated April 23, 2010 (a) terminating the CCAA Proceeding and the provisions of the Initial Order, and (b) discharging the Monitor in its capacity as monitor of the Debtors (the “CCAA Termination Order”), and (2) an order dated April 23, 2010 (x) appointing the Successor Foreign Representative as receiver of all of the assets, undertakings and properties of the Debtors pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 (the “Receivership Proceeding”), and (y) authorizing the Successor Foreign Representative to act as the “foreign representative” of the Debtors in this Chapter 15 proceeding (the “Receivership Order”). True and correct copies of the CCAA Termination Order and the Receivership Order are attached hereto as **Exhibits A and B**, respectively.

8. On even date herewith, the Successor Foreign Representative filed the *Notice of Change in Status of Foreign Representative and Foreign Proceeding* pursuant to Section 1518(1) of the Bankruptcy Code.

III. Relief Requested

9. By this Motion, the Successor Foreign Representative seeks an order (i) recognizing and enforcing in the United States the Receivership Order entered by the Canadian Court and (ii) recognizing and enforcing the CCAA Termination Order.³

³ Courts regularly recognize Canadian restructuring proceedings under the Canadian *Bankruptcy and Insolvency Act* as “foreign proceedings” as that term is used in section 101(23) of the Bankruptcy Code. See, e.g., *In re Pope & Talbot, Inc.*, Case No. 08-11922 (Bankr. D. Del. Sept. 8, 2008) [Docket No. 22] (recognizing Canadian receivership proceeding as “foreign proceeding”); *In re Mount Real Corp.*, Case No. 06-41636 (Bankr. D. Minn. Sept. 6, 2006) [Docket No. 8] (recognizing proceeding under Canadian *Bankruptcy and Insolvency Act* as “foreign proceeding”).

NOTICE

10. Notice of this Motion will be provided to the following parties or, in lieu thereof, their counsel: (i) the Office of the United States Trustee for the Eastern District of Pennsylvania; (ii) all persons or bodies authorized to administer foreign proceedings of the Debtors; (iii) all entities against whom final relief was obtained under sections 1520 and 1521 of the Bankruptcy Code; (iv) all parties to litigation pending in the United States in which the debtor is a party at the time of the filing of the petition; and (v) those parties who have requested service pursuant to Bankruptcy Rule 2002, in accordance with Local Rule 2002-1(b). In light of the nature of the relief requested herein, the Successor Foreign Representative submits that no other or further notice is necessary.

NO PRIOR REQUEST

11. No previous request for the relief requested herein has been made to this or any other court.

CONCLUSION

WHEREFORE, the Successor Foreign Representative respectfully requests that this Court enter an amended recognition order, substantially in the form attached hereto as **Exhibit C**,

(i) recognizing and enforcing the Receivership Order, (ii) recognizing and enforcing the CCAA Termination Order, and (iii) granting the Successor Foreign Representative such other and further relief as the Court deems just and proper.

Dated: May 7, 2010

/s/ Morton R. Branzburg

KLEHR HARRISON HARVEY BRANZBURG LLP

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Kathryn F. Evans

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- and -

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Richard G. Ziegler (*pro hac vice* pending)

Sajida Mahdi (*pro hac vice* pending)

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Counsel to PricewaterhouseCoopers Inc., as Successor Foreign Representative

EXHIBIT A

CCAA Termination Order

04270
Action No. 1001-04270

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

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

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

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

CCAA TERMINATION ORDER

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

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

SERVICE

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

ACTIVITIES OF THE MONITOR

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

TERMINATION OF CCAA PROCEEDINGS

4. **THIS COURT ORDERS** that all capitalized terms not defined in this Order shall have the meaning given to them in the Initial Order.
5. **THIS COURT ORDERS** that, except as expressly set out in this Order or in any Order of this Honourable Court to be made concerning the appointment of PricewaterhouseCoopers Inc. as receiver of the assets, property and undertaking of the Applicants (the "Receiver"), the provisions of the Initial Order and the CCAA proceedings in respect of the Applicants (the "CCAA Proceedings") are hereby terminated.

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

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

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

DISCHARGE OF THE MONITOR

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

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

CHARGES

9. **THIS COURT ORDERS** that the Charges shall continue to bind the Property in respect of all proper claims under the Charges that accrued prior to and including the date of this Order or in accordance with paragraph 7 hereof until such time as the Monitor files the Monitor's Certificate (defined below) with this Honourable Court in accordance with paragraph 13 below. The Charges shall continue to have the priority set out in the Initial Order and, as among them and the charges created by the Order of this Honourable Court to be made this day appointing the Receiver in respect of the assets, property and undertaking of the Applicants (the "Receivership Order"), shall have the priority set out in the Receivership Order.
10. **THIS COURT ORDERS** that notwithstanding paragraph 9 of this Order, the Charges shall be limited to the quantum of such Charges as provided for in the Initial Order.
11. **THIS COURT ORDERS** and directs the Monitor to provide a schedule to the Receiver, on or before April 30, 2010, indicating all outstanding obligations covered by the Charges that have not been paid, including reasonable estimates where actual amounts are not known by April 30, 2010 (the "Outstanding Charged Obligations Schedule").
12. **THIS COURT ORDERS** and directs the Receiver (subject to review and approval by the Receiver, acting reasonably, of the Outstanding Charged Obligations Schedule) to forthwith pay all amounts set out in the Outstanding Charged Obligations Schedule (subject to a reimbursement to the Receiver for any overpayments on estimates) to the applicable parties set out therein and, once all such amounts have been paid, to provide written notice to the Monitor notifying the Monitor that the Receiver has paid all amounts set out in the Outstanding Charged Obligations Schedule to the applicable parties (the "Payment Confirmation Notice").

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

EFFECT, RECOGNITION AND ASSISTANCE

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

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

J.G.Q.B.A.

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

K. MCAUSLAND



SCHEDULE A
APPLICANTS

Cover-All Holding Corp.
Cover-All Building Systems Inc.
Cover-All U.S. Holding Corp.
Summit Structures, LLC
Quick Structures, LLC
Cover-All Holdings U.S., LLC
Summit Structures U.S., LLC
Summit Project Management, LLC
Eastern Cover-All, Inc.
NorthStar Cover-All, LLC
NorthStar Cover-All, Inc.

Action No.: 1001-04270

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

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

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

CCAA TERMINATION ORDER

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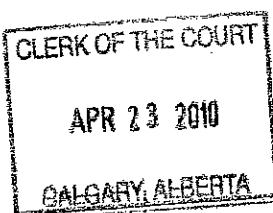
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15837401



UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
READING DIVISION

In re:) Chapter 15
)
 COVER-ALL HOLDING CORP., *et al.*¹) Case No. 10-20835 (REF)
)
 Debtors.)
)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 7th day of May, 2010, she caused a true and correct copy of the below-listed document to be served via first class mail and/or email to those parties listed on **Exhibit A** attached hereto.

- *Notice of Change in Status of Foreign Representative and Foreign Proceeding*
- *Notice and Motion of PricewaterhouseCoopers, Inc., as Successor Foreign Representative of the Debtors, for an Order Recognizing and Enforcing Orders of the Court of Queens Bench of Alberta, Canada*

¹ The Debtors, along with the last four digits of each U.S. Debtor's federal tax identification number, if any, are: Cover-All Holding Corp. (a non-U.S. Debtor that does not maintain a U.S. federal tax identification number); Cover-All Building Systems Inc. (a non-U.S. Debtor that does not maintain a U.S. federal tax identification number); Cover-All Holdings U.S., LLC (9107); Cover-All U.S. Holding Corp. (9362); Eastern Cover-All, Inc. (a U.S. Debtor that does not maintain a U.S. federal tax identification number); NorthStar Cover-All, Inc. (a U.S. Debtor that does not maintain a U.S. federal tax identification number); NorthStar Cover-All, LLC (5968); Quick Structures, LLC (1513); Summit Project Management, LLC (a U.S. Debtor that does not maintain a U.S. federal tax identification number); Summit Structures U.S., LLC (a U.S. Debtor that does not maintain a U.S. federal tax identification number); and Summit Structures, LLC (4501). The location of the Debtors' corporate headquarters and the service address for all of the Debtors is: 3815 Wanuskewin Road, Saskatoon, Saskatchewan, Canada S7P 1A4, Attn: Todd Payne.

Dated: May 7, 2010

/s/ Kathryn Evans

KLEHR HARRISON HARVEY BRANZBURG LLP

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- and -

MAYER BROWN LLP

Richard G. Ziegler (*pro hac vice* pending)

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Counsel to PricewaterhouseCoopers Inc., as Successor
Foreign Representative

EXHIBIT A

U.S. Trustee

United States Trustee
833 Chestnut Street, Suite 500
Philadelphia, PA 19107
Email: N/A

All Parties to Litigation Currently Pending Against the Debtors

Hanover Insurance Company/Longhorn Trucking Company
100 North Parkway
Worcester, MA 01653
Email: N/A

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Graham, Miller, Neandross Mullin & Roonan
2350 Broadway
New York, NY 10024
Email: wjm@grahammiller.com

Coniston Farms,
Donna Lyon
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Barrington, IL 60010
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Arnstein & Lehr
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Allitheia Killeen
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United Farmers Cooperative
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The United States Department of Justice

The United States Department of Justice
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The Agent for the Prepetition Senior and Subordinated Secured Lender and Counsel to the Agent

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-and-

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Lawyers for Canadian Imperial Bank of Commerce, Bank of Nova Scotia and Roynat Capital Inc.

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The Clerk of The Court for the Eastern District of PA (Reading Division)

The Clerk of the Court
The Madison Building
400 Washington Street
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The Debtors

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The Former Foreign Representative

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Monitor

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The Supplemental Foreign Representative

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Attn: Gregory N. Price
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Toronto, Ontario M5K 1G8

Internal Revenue Service

Internal Revenue Service
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Philadelphia, PA 19114
Email: N/A

Internal Revenue Service
600 Arch Street, Room 5200
Philadelphia, PA 19106

Pennsylvania Department of Revenue

Pennsylvania Department of Revenue
P.O. Box 280946
Attn: Bankruptcy Division
Harrisburg, PA 17128-0946
Email: N/A

Pennsylvania Department of Labor and Industry

Commonwealth of Pennsylvania
Department of Labor and Industry UCTS
625 Cherry Street, Room 203
Reading, PA 19602
Email: N/A

EXHIBIT B

Receivership Order

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

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE
as administrative agent

I hereby certify this to be a true copy of
the original *Receivership Order*
Dated this 22 day of April 2011
Barry J
for Clerk of the Court

Applicant

-and-

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

Respondents

BEFORE THE HONOURABLE
MR. JUSTICE S. J. LOVECCHIO

) AT THE CALGARY COURTS CENTRE
) IN THE CITY OF CALGARY, IN THE
) PROVINCE OF ALBERTA, ON
) FRIDAY, THE 23RD DAY OF APRIL,
) 2010

RECEIVERSHIP ORDER

UPON the application of Canadian Imperial Bank of Commerce ("CIBC") in respect of Cover-All Holding Corp. and the entities listed in Schedule "A" hereof (the "Debtors"); AND UPON having read the Notice of Application, the Affidavit of Jack McMurray, sworn 20 April 2010, and the Affidavit of Service of Kelly Anne Perrault, filed; AND UPON reading the consent of PricewaterhouseCoopers Inc. to act as receiver ("Receiver") of the Debtors, filed; AND UPON being satisfied that all parties entitled to notice of the application for this Order under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA") have been given such notice; AND UPON hearing counsel for CIBC, the Debtors and Ernst & Young Inc.; 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 service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the BIA, and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, PricewaterhouseCoopers Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to the Debtors' business, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties including, without limitation, those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,
- and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, or any analogous provision in the personal property security legislation of any other Province of Canada, shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to make an assignment in bankruptcy on behalf of the Debtors, including executing any necessary documents to effect such an assignment in bankruptcy and/or consenting to the issuance of a bankruptcy order, and the Receiver may take such proceedings under the BIA as the Receiver may deem appropriate; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

4. The Receiver is hereby expressly authorized and directed to pay the obligations and liabilities set out in paragraph 6 of the CCAA Termination Order to be granted this day by this Honourable Court in accordance with the terms thereof.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.
6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and

any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8.

NO EXERCISE OF RIGHTS OF REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall 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 Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" (as defined in section 11.1(1) of the *Companies' Creditors Arrangement Act*) with the Debtors from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, 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 Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net

of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of each of the Debtors shall remain the employees of each such Debtor until such time as the Receiver, on such Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including, without limitation, liability for wages, severance pay, termination pay, vacation pay, annual holiday pay, public holiday pay, pension or benefit amounts and any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, section 83 of the *Labour Standards Act*, R.S.S. 1978, c. L-1 or section 37 of the *Trade Union Act*, R.S.S. 1978, c. T-17, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA.
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

(c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

(i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

- A. complies with the order, or
- B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
- B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the BIA or any other applicable legislation.

RECEIVER'S ACCOUNTS AND CHARGE

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and as security for payment of any other obligations incurred by the Receiver in acting in that capacity

and that the Receiver's Charge shall form a charge on the Property in priority to all security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any Person, but subject to the priority of charges set out in paragraph 26 herein and sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. The Receiver and its legal counsel shall pass their accounts from time to time.
19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to the priority of charges set out in paragraph 26 herein, and sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

24. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

SALES PROCESS

25. The Receiver is hereby authorized and directed to carry out and conduct a sales process in respect of the Property or any material portions thereof, substantially in accordance with the sales process outlined Schedule "C" to this order (the "Sales Process"), and such Sales Process is hereby approved.

PRIORITY OF CHARGES

26. The priority of the Charges, as defined in the Initial Order of Mr. Justice S. J. LoVecchio, dated March 24, 2010, (the "Initial Order") and as created by this order, as among them, shall be as follows:

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

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

Third – Receiver's Charge; and

Fourth – Receiver's Borrowings Charge.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order including, without limitation, authorizing the Receiver to act as the "foreign representative" of the Debtors within the meaning of the Order dated April 21, 2010 in the Debtors' proceedings under Chapter 15 of Title 11 of the United States Code currently pending in the U.S. Bankruptcy Court in the Eastern District of Pennsylvania (Reading) in Case No. 10-20835-[REF]. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to

provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. The Receiver be 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, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized outside Canada.
31. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
32. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

33. This Order is issued and shall be filed in Court of Queen's Bench Action No.1001-05915.



ENTERED this 23 day of April, 2010.

K. McAUSLAND 

CLERK OF THE COURT

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

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that PricewaterhouseCoopers Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Cover-All Holding Corp. and the entities listed on Schedule "1" hereto (the "Debtors") acquired for, or used in relation to the Debtors' business, including all proceeds thereof (collectively the "Property"), appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the 23rd day of April, 2010 (the "Order") made in action number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$1,000,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender.
3. Such principal sum is, by the terms of the Order, together with the principal sums of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, the Initial Order (as preserved in accordance with the terms of the CCAA Termination Order granted by the Court on April 23, 2010) and in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal under this certificate are payable at the main office of the Lender at •.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____.

PricewaterhouseCoopers Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name: _____
Title: _____

Schedule "1"
TO THE RECEIVER CERTIFICATE
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

SCHEDULE "C"

SALES PROCESS FOR COVER-ALL BUILDING SYSTEMS INC.
Event Timing

1. The Receiver shall contact potential purchasers identified by it based on its independent research or as identified by management of the Company. Commencing the week of April 26, 2010.
2. Advertise the sale of the Property in *The Globe & Mail* (National Edition) as well as other publications as considered appropriate by the Receiver. Commencing the week of April 26, 2010.
3. Provide a confidential information package to and arrange for access to additional data once a confidentiality agreement has been executed. The confidential information package shall solicit offers on an en bloc or piecemeal basis. Commencing the week of April 26, 2010 to May 7, 2010.
4. Deadline for submissions of non-binding offers. May 12, 2010.
5. Negotiate an agreement of purchase and sale with preferred purchaser(s), conditional upon Court approval. By May 21, 2010.
6. Seek Court approval of agreement of purchase and sale. As soon as possible after execution of binding APA. Receiver to apply to Court within two business days after May 21st.
7. Close sale to successful purchaser(s). As soon as possible after execution of binding APA and not more than three days after Court approval.

No: 1001-05915

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



RECEIVERSHIP ORDER

BORDEN LADNER GERVAIS LLP
1000 Canterra Tower
400 - 3rd Avenue S.W.
Calgary, AB T2P 4H2

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Roger Jaipargas
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Fax: (416) 361-7067

EXHIBIT C

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
READING DIVISION**

| | | |
|---|---|-------------------------|
| In re: |) | Chapter 15 |
| |) | |
| COVER-ALL HOLDING CORP., <i>et al.</i> , ¹ |) | Case No. 10-20835 (REF) |
| |) | |
| Debtors in a Foreign Proceeding. |) | |
| |) | |
| |) | |

**ORDER RECOGNIZING AND ENFORCING ORDERS OF
THE COURT OF QUEEN'S BENCH OF ALBERTA, CANADA**

Upon the Motion of PricewaterhouseCoopers Inc., as successor foreign representative of the Debtors (the “Successor Foreign Representative”) for an Order Recognizing and Enforcing Orders of the Court of Queen’s Bench of Alberta, Canada (the “Motion”), requesting the entry of an order, pursuant to sections 105(a), 363, 1507, 1517, 1518, 1520 and 1521, giving effect in the United States to certain orders entered by the Court of Queen’s Bench of Alberta, Canada (the “Canadian Court”) on April 23, 2010, (i) terminating the proceeding brought by the Debtors under the *Companies’ Creditors Arrangement Act* (“CCAA Proceeding”) and discharging Ernst & Young, Inc., as monitor (the “CCAA Termination Order”) and (ii) appointing the Successor Foreign Representative as receiver of the Debtors under the *Bankruptcy and Insolvency Act* (the

¹ The Debtors, along with the last four digits of each U.S. Debtor’s federal tax identification number, are: Cover-All Holding Corp. (a non-U.S. Debtor that does not maintain a U.S. federal tax identification number); Cover-All Building Systems Inc. (a non-U.S. Debtor that does not maintain a U.S. federal tax identification number); Cover-All Holdings U.S., LLC (9107); Cover-All U.S. Holding Corp. (9362); Eastern Cover-All, Inc. (a U.S. Debtor that does not maintain a U.S. federal tax identification number); NorthStar Cover-All, Inc. (a U.S. Debtor that does not maintain a U.S. federal tax identification number); NorthStar Cover-All, LLC (5968); Quick Structures, LLC (1513); Summit Project Management, LLC (a U.S. Debtor that does not maintain a U.S. federal tax identification number); Summit Structures U.S., LLC (a U.S. Debtor that does not maintain a U.S. federal tax identification number); and Summit Structures, LLC (4501). The location of the Debtors’ corporate headquarters and the service address for all of the Debtors is: 3815 Wanuskewin Road, Saskatoon, Saskatchewan, Canada S7P 1A4.

“Receivership Order”), and the Court having reviewed the Motion; and appropriate and timely notice of the Motion having been given; and no other or further notice being necessary or required; and the Court having determined that the legal and factual bases set forth in the Motion and all other pleadings and proceedings relevant to the Motion establish just cause to grant the relief ordered herein; and after due deliberation;

IT IS HEREBY ORDERED that:

1. The Motion is granted;
2. The CCAA Termination Order is hereby given full force and effect in the United States, and Ernst & Young, Inc. shall be afforded all of the rights and benefits of the CCAA Termination Order in the United States; a true and correct copy of the CCAA Termination Order entered by the Canadian Court is attached as Exhibit 1;
3. The Receivership Order is hereby given full force and effect in the United States, and PricewaterhouseCoopers Inc., as Foreign Representative, shall be afforded all of the rights and benefits of the Receivership Order in the United States; a true and correct copy of the Receivership Order entered by the Canadian Court is attached as Exhibit 2;
4. Accordingly, PricewaterhouseCoopers Inc. is the duly appointed “foreign representative” of the Debtors within the meaning of section 101(24) of the Bankruptcy Code, retroactive to April 23, 2010;
5. This Court shall retain jurisdiction over all matters arising out of or related to the Motion and implementation of this Order.

Dated: Reading, Pennsylvania
June ___, 2010

United States Bankruptcy Judge

File a Motion:10-20835-ref Cover-All Holding Corp. et al and PricewaterhouseCoopers Inc.

Type: bk

Chapter: 15 v

Office: 4 (Reading)

Assets: u

Judge: ref

Case Flag: JNTADMN, LEAD

U.S. Bankruptcy Court**Eastern District of Pennsylvania**

Notice of Electronic Filing

The following transaction was received from MORTON R. BRANZBURG entered on 5/7/2010 at 2:31 PM EST and filed on 5/7/2010

Case Name: Cover-All Holding Corp. et al and PricewaterhouseCoopers Inc.**Case Number:** 10-20835-ref**Document Number:** 40**Docket Text:**

Motion of PricewaterhouseCoopers Inc., as Successor Foreign Representative of the Debtors, for an Order Recognizing and Enforcing Orders of The Court of Queen's Bench of Alberta, Canada Filed by PricewaterhouseCoopers Inc. Represented by MORTON R. BRANZBURG (Counsel). (Attachments: # (1) Exhibit A# (2) Exhibit B# (3) Proposed Order) (BRANZBURG, MORTON)

The following document(s) are associated with this transaction:

Document description: Main Document**Original filename:** C:\fakepath\Cover-All Motion.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1008166204 [Date=5/7/2010] [FileNumber=14467238-0] [8f3c5f593b243569f8fd3a7e089413fd65ce31ee030d6d516de67fa016bdaa9a4b0f7c5341e3d08e42c669cae80591337c983b23e64eb181eca989647ce534dd]]

Document description: Exhibit A**Original filename:** C:\fakepath\Coverall-Exhibit A to Motion of Pricewaterhouse as Successor to Reocignize & Enforce Canadaian Order (2).PDF**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1008166204 [Date=5/7/2010] [FileNumber=14467238-1] [9d012aea39c170f036bb9b3565d5aee14510b60d116fc0063ab79af490899df592253be159c88d90a474977a7e31974d5ab3bd7cc052d6e05664aed62f0637a3]]

Document description: Exhibit B**Original filename:** C:\fakepath\Coverall-Exhibit B to Motion of Pricewaterhouse as Successor to Reocignize & Enforce Canadaian Order (2).PDF**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1008166204 [Date=5/7/2010] [FileNumber=14467238-2] [89dba8f70f3e4665ef03617c0b557cabfe6eca5ad2a846dc7e698de924c10d4bd168b2e8d5603ebc4e30cb0622f68c01af41878344927e29bf629bc1d9fdd02]]

Document description: Proposed Order**Original filename:** C:\fakepath\Cover-All Exhibit C.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1008166204 [Date=5/7/2010] [FileNumber=14467238-3]

]
[7f3c5fce1e9547cbe24e6fcedaedbc34229c4b00070a527030a5de845125a358088
7640f3edaf29df1a6ac47fd375747b6d9fa7dad8071080d8ab51fd13949a0]]

10-20835-ref Notice will be electronically mailed to:

RYAN BENNETT on behalf of Foreign Representative Cover-All Holding Corp. et al
ryan.bennett@kirkland.com

MORTON R. BRANZBURG on behalf of Foreign Representative Cover-All Building Systems Inc.
jtaylor@klehr.com

NEAL D. COLTON on behalf of Interested Party Nationwide Agribusiness Insurance Company
ncolton@cozen.com, ncolton@cozen.com;lgrous@cozen.com

KATHRYN F. EVANS on behalf of Foreign Representative Cover-All Holding Corp. et al
kevans@klehr.com

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United States Trustee
USTPRegion03.PH.ECF@usdoj.gov

PAUL WIERBICKI on behalf of Foreign Representative Cover-All Holding Corp. et al
paul.wierbicki@kirkland.com, ryan.bennett@kirkland.com;carl.pickerill@kirkland.com

10-20835-ref Notice will not be electronically mailed to:

Allithea E. Killeen
9080 Cole Rd.
Boston, NY 14025