

Action 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**

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE
as administrative agent**

- and -

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

Respondents

BEFORE THE HONOURABLE
MR. JUSTICE S.J. LOVECCHIO
IN CHAMBERS

-) AT THE CALGARY COURTS CENTRE,
-) IN THE CITY OF CALGARY, IN THE
-) PROVINCE OF ALBERTA, ON FRIDAY,
-) THE 11th DAY OF JUNE, 2010.

APPROVAL AND VESTING ORDER

UPON the application of PricewaterhouseCoopers Inc., in its capacity as the court-appointed receiver (the "Receiver") of the undertaking, property and assets of Cover-all Holding Corp., Cover-All Building Systems Inc., and those entities listed in Schedule "A" hereof (the "Debtor") for an Order approving the sale transaction (the "Sale Transaction") contemplated by an asset purchase agreement (the "Sale Agreement") between the Receiver and Norseman Structures Inc. (the "Purchaser") made as of May 28, 2010 and appended to the First

Report of the Receiver dated June 4, 2010 (the "First Report"), and vesting in the Purchaser the Debtor's right, title, interest and estate, if any, in and to the assets described in the Sale Agreement (the "Purchased Assets"); **AND UPON** having read the Report and on hearing the submissions of counsel for the Receiver, counsel for Canadian Imperial Bank of Commerce and counsel present for all other parties, no one appearing for any other person on the Service List, although properly served as appears from the affidavit of Marlee Code sworn • filed; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in the Sale Agreement.

SERVICE

2. The manner of service of the Notice of Motion dated June 4, 2010 and the materials in support thereof as set out in the Affidavit of Service of Marlee Code, filed, is hereby approved and this application is properly returnable today and further service of the Notice of Motion, on any party other than those listed on the Service List attached to the Notice of Motion, is hereby dispensed with.

APPROVAL OF SALE TRANSACTION AND SALE AGREEMENT

3. The Sale Transaction is hereby approved. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, *nunc pro tunc*, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Sale Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. The Receiver is hereby authorized and directed, subject to the terms and conditions of this Order and the Sale Agreement, to take such additional steps and execute any such additional documents as may be necessary or desirable for the completion of the Sale Transaction, and for the conveyance of the Debtors' right, title and interest in the assets to the Purchaser substantially as contemplated by the terms and conditions of this Order and the Sale Agreement.

VESTING PROVISIONS

5. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest, if any, in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice S.J. LoVecchio dated April 23, 2010; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Personal Property Security Act*, 1993 (Saskatchewan) or any other personal property registry system; and (iii) those Claims listed on Schedule "D" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "E") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. The Registrar of Titles of the Saskatchewan Land Titles Registry is hereby directed pursuant to Section 100 of *The Land Titles Act, 2000* (Saskatchewan) to cancel the existing title to the subject real property identified in Schedule "C" hereto (the "Real Property") and to issue a new title in the name of the Purchaser as owner of the Real Property in fee simple subject only to the interest registrations described in Schedule "E" hereto and the said Registrar is hereby further directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule "D" hereto.

7. That for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased

Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. The Receiver is hereby directed to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

9. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and any other relevant provincial privacy legislation, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

SEALING ORDER

10. The confidential appendices to the Report be and are hereby sealed until the Receiver files the Receiver's Certificate with the Court evidencing the closing of the Sale Transaction.

APPROVAL OF ACTIVITIES AND REPORT

11. The First Report be and is hereby accepted and approved, and the actions and activities of the Receiver as set out in the First Report be and are hereby approved.

GENERAL

12. Notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

13. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada and in particular, the Saskatchewan Court of Queen's Bench, 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. 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.

ENTERED THIS 11 DAY OF JUNE, 2010.



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"

Form of Receiver's Certificate

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SCHEDULE "A" HEREOF**

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE
as administrative agent**

Applicant

- and -

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

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice S.J. LoVecchio of the Court of Queen's Bench of Alberta (the "Court") dated April 23, 2010, PricewaterhouseCoopers Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Cover-all Holding Corp., Cover-All Building Systems Inc., and those entities listed in Schedule "A" hereof (the "Debtor").

B. Pursuant to an Order of the Court dated June __, 2010, the Court approved the asset purchase agreement made as of May 28, 2010 (the "Sale Agreement") between the

Receiver and Norseman Structures Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 8 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Sale Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER HEREBY CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 8 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Sale Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**PricewaterhouseCoopers Inc. in its capacity
as Receiver of the undertaking, property and
assets of Cover-all Holding Corp., Cover-All
Building Systems Inc., and those entities listed
in Schedule "A" hereof and not in its personal
capacity**

Per:

Name:

Title:

Schedule "C"

Real Property

Surface Parcel #120975149

Reference Land Description: Blk/Par BB Plan No 00SA34606 Extension 3

Schedule “D”

Claims to be deleted and expunged from title to Real Property

Int. Register #	Description	Holder
113353185	Mortgage	Canadian Imperial Bank of Commerce
113353208	Mortgage	Canadian Imperial Bank of Commerce

Schedule “E”

**Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Int. Register #	Description	Holder
103049096	CNV Easement	Saskatchewan Telecommunications
103049108	CNV Easement	Saskatchewan Telecommunications
103049120	CNV Easement	The City of Saskatoon
103049153	CNV Caveat	SaskPower Saskatchewan Telecommunications
115693522	Personal Property Security Interest	Concentra Financial Services Association

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APPROVAL AND VESTING ORDER

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors
1000 Canterra Tower
400 Third Avenue S.W.
Calgary, Alberta T2P 4H2

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