

Form 27
[Rules 6.3 and 10.52(1)]



Clerk's stamp:

COURT FILE NUMBER	1303 06092
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	Edmonton
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANT	DOWLAND CONTRACTING LTD., DOWLAND INDUSTRIAL WORKS LTD., DOWLAND CONSTRUCTION, INC. and 6070 N.W.T. LIMITED
DOCUMENT	APPLICATION by ALVAREZ & MARSAL CANADA INC., in its capacity as Receiver of Dowland Contracting Ltd., Dowland Industrial Works Ltd., and 6070 N.W.T. Limited
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MILLER THOMSON LLP Barristers and Solicitors 2700, Commerce Place 10155-102 Street Edmonton, AB, Canada T5J 4G8 Phone: 780.429.1751 Fax: 780.424.5866 Lawyer's Name: Rick T. G. Reeson, Q.C. Lawyer's Email: rreeson@millerthomson.com File No.: 182818.0001 RTGR

NOTICE TO RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date	Wednesday, June 26, 2013
Time	10:00 a.m.
Where	Edmonton Law Courts
Before Whom	The Honourable Mr. Justice D.R.G. Thomas, Commercial Duty Justice

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. An Order abridging the time for giving notice of this Application and materials in support thereof, to the time actually given, and validating service of same.
2. An Order amending the Receivership Order granted by Associate Chief Justice J.D. Rook dated May 6, 2013 ("Receivership Order") substantially in the form of the draft Order attached as Schedule "A".

Grounds for making this application:

3. Alvarez & Marsal Canada Inc. ("Receiver") was appointed Receiver of the property of Dowland Contracting Ltd., Dowland Industrial Works Ltd., and 6070 N.W.T. LIMITED by order of this Honorable Court dated May 6, 2013.
4. Paragraph 3(l) of the Receivership Order provides that the Receiver has powers and is authorized to:
 - (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 \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
5. A secured creditor in the receivership has expressed concerns regarding the retention of its priority in relation to assets sold pursuant to paragraph 3 (l)(i) of the Receivership Order, and specifically as it relates to the discharge of the secured creditor's interest in the asset sold by the Receiver, pursuant to paragraph 3(l)(i) of the Receivership Order.
6. The Receiver therefore seeks an order amending paragraph 3(l)(i) of the Receivership Order as proposed at Schedule "A" to address this concern.

Material or evidence to be relied on:

7. n/a

Applicable rules:

8. Rules 6.3, 11.27 and 13.5(2) of the *Alberta Rules of Court*.

Applicable Acts and regulations:

9. n/a

Any irregularity complained of or objection relied on:

10. n/a

How the application is proposed to be heard or considered:

11. Orally.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"

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PLAINTIFF	ROYAL BANK OF CANADA
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DOCUMENT

ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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Lawyer's

Name: Rick T. G. Reeson, Q.C.

Lawyer's

Email: rreeson@millerthomson.com

File No.: 182818.0001 RTGR

DATE ON WHICH ORDER WAS PRONOUNCED: Wednesday, June 26, 2013

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice D.R.G. Thomas

LOCATION: Edmonton Law Courts

UPON the application of Alvarez & Marsal Canada Inc. (the "Receiver") in its capacity as Receiver of Dowland Contracting Ltd., Dowland Industrial Works Ltd., and 6070 N.W.T. LIMITED, pursuant to the Receivership Order of Associate Chief Justice J.D. Rooke, dated May 6, 2013 (the "Receivership Order"); AND UPON review of the Receivership Order; IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of this application and supporting materials is abridged to the time actually given, and service of this application is deemed good and sufficient.

2. Paragraph 3(l)(i) of the Receivership Order is amended to read:
 - (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 \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and the sale shall convey to the purchaser all right, title, and interest of the Debtor in the Property, sold, conveyed, transferred, leased or assigned, free and clear of all security, security interests, trusts, liens, charges, and encumbrances, contractual, statutory, judicial, or otherwise (individually and collectively referred to as "Security"); and the proceeds of any Property sold, conveyed, transferred, leased or assigned by the Receiver stand in the place of the Property sold, conveyed, transferred, leased or assigned and all Security and priorities that existed in such Property by reason of any Security, immediately prior to such sale shall apply to the proceeds notwithstanding the discharge of the Security or any interest therein in the Property sold, conveyed, transferred, leased or assigned, provided that nothing in this paragraph limits the scope and efficacy of paragraph 16 of the Receivership Order;
3. All other paragraphs of the Receivership Order are un-amended, and in full force and effect.

Justice of the Court of Queen's Bench of Alberta