

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

DEFENDANTS DOWLAND CONTRACTING LTD., 0848909
B.C. LTD., DOWLAND CONSTRUCTION INC.
AND
6070 N.W.T. LIMITED

DOCUMENT **APPLICATIONS FOR ORDERS APPROVING
SALE AND VESTING ORDERS (REAL
PROPERTY) AND TEMPORARY SEALING
ORDER**

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	<u>Friday, November 28, 2014</u>
Time	<u>2:00 p.m.</u>
Where	<u>Law Courts Building, Edmonton</u>
Before Whom	<u>The Honourable Mr. Justice K.G. Nielsen</u>

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. (a) An Order abridging the time for service of notice of this Application to the time actually given and an Order deeming service upon the parties served as good and sufficient service;
- (b) Order Approving Sales and Vesting Order, and an Order approving the marketing and sale activities of the Receiver to date, as set out in the Receiver's Sixth Report dated August 9, 2013, substantially in the form attached as Schedule "A" hereto, or on such further and other terms as this Honourable Court may direct;
- (c) An Order declaring that Division 4 of Part 6 of the *Rules of Court* does not apply to this Application, and that the Receiver's Confidential Offer Summary submitted by the Receiver, to be filed with the Clerk of the Court (the "Offer Summary"), be temporarily sealed until the proposed sales as outlined in the Receiver's Sixth Report dated November 21, 2014 (the "Sixth Report") are closed in accordance with the Offers or until further Order of the Court, substantially in the form attached as Schedule "B" hereto;
- (d) Alternatively, a direction that the Receiver's Offer Summary, does not have to be filed with the Clerk of the Court unless and until the proposed sales are closed in accordance with the Offers or until further Order of the Court;
- (e) Alternatively, a temporary Restricted Court Access Order pursuant Rule 6.28 of Alberta *Rules of Court* sealing the contents of the Receiver's Offer Summary until the proposed sales of assets are closed.

Grounds for making this application:

Sale and Vesting Order

2. Alvarez & Marsal Canada Inc. (the "Receiver") was appointed Receiver of each of Dowland Contracting Ltd. ("Dowland Contracting"), 0849809 B.C. Ltd. and 6070 N.W.T. Limited (collectively the "Corporations") by Order of this Honourable Court dated May 6, 2013 with effect on May 21, 2013 (the "Receivership Order").
3. The Receivership Order authorizes the Receiver to:
 - (a) Market any or all of the real and personal property (collectively called the "Property") of the Corporations (and to solicit offers in respect of such Property or any part or parts thereof), in accordance with Paragraph 3(k) thereof;
 - (b) Negotiate the terms and conditions of a sale of Property of each of the Corporations in accordance with Paragraph 3(k) thereof;
 - (c) Sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Honourable Court in accordance with Paragraph 3(l)(ii) thereof; and
 - (d) Apply for any Vesting Orders necessary to convey the Property or any part or parts thereof to a purchaser free and clear of any liens and encumbrances in accordance with Paragraph 3(m) thereof.

4. Pursuant to Sale Approval and Vesting Orders, both dated August 16, 2013 (collectively called the "August 16th Orders"), the Court approved the sale of most of the real and personal property of the Corporations.
5. Dowland Contracting owns certain lands, buildings and improvements and is the Lessee of a Lease with the Commissioner of the Northwest Territories (the "Property"), as more particularly set out in the Sixth Report.
6. As set out in the Third Report of the Receiver dated August 9, 2013, (the "Third Report"), the Receiver made the following efforts to market the Property for sale in preparation for the August 16th Orders:
 - (a) In advance of launching the sales process in the summer of 2013, the Receiver prepared:
 - (i) a two page summary of the opportunity to purchase the Property;
 - (ii) an asset information package detailing the packages for sales and the form of offer terms and conditions; and
 - (iii) a data site containing copies of all process documents, due diligence materials and photographs of all of the Property.
 - (b) The Receiver launched the sales process on June 26, 2013, when a summary of the opportunity to purchase the Property was distributed to potential interested parties.
 - (c) The Receiver initially contacted 264 persons including:
 - (i) 232 construction or construction-related persons;
 - (ii) 15 rental corporations;
 - (iii) 7 liquidators; and
 - (iv) 10 realtorswho were identified to the Receiver through discussions with the Corporation's principals and employees, independent research by the Receiver and industry associations.
 - (d) The Receiver advertised the sale in the following local, provincial and national newspapers as follows:
 - Globe and Mail - June 22, 2013;
 - Edmonton Journal - June 27, 2013;
 - Vancouver Sun - June 28, 2013;
 - Nunatsiaq News - June 28, 2013;
 - The Whitehorse Star - June 25, 2013;

- Kamloops Daily news - June 29, 2013;
- Yellowknife - June 28, 2013;
- Inuvik Drum - June 27, 2013; and
- Nunavut News - July 21, 2013

and received 11 inquiries as a result of these advertisements.

- (e) 150 individuals from 130 organizations who expressed an interest in receiving further information were provided with access to the data site. Of these, 123 individuals accessed information on the data site.
 - (f) Various interested parties made site visits at various locations where the Property is located.
 - (g) The initial deadline for submitting offers was extended to allow potential purchasers more time to gain access to the Property which is located in remote locations.
 - (h) The Receiver received 35 bids for various parcels of the Property; some being for individual property, or individual or multiple parcels of property.
 - (i) Between July 23, 2013 and July 31, 2013, the Receiver contacted various parties to clarify their bids as a number of offers contained conditions, and also responded to numerous inquiries from parties who had offered.
 - (j) On Friday, July 26, 2013, access to the data site was closed down.
 - (k) On July 30, 2013, the Receiver selected a short list of bidders and asked them to submit final bids by 5:00 p.m. on August 2, 2013.
7. Most of the real property and personal property the Receiver marketed for sale was sold, as more particularly set out in Schedules "A" to the August 16th Orders. However, there were a number of properties which did not sell or were not included in the initial marketing efforts of the Receiver.
8. Parcel "A", identified at pages 14 and 15 of the Third Report of the Receiver, consisted of Lots 16-20; Block 49, Plan 663; Inuvik, Northwest Territories. It was included in the initial marketing efforts of the Receiver, however, no acceptable bids were received for the following components of Parcel "A":
- LOT 18, 19 and 20
BLOCK 49
PLAN 633
INUVIK
- (the "Blue Building")
9. As set out in the Sixth Report, the Receiver made the following additional efforts to market the Blue Building for sale:

- (a) Negotiating an extension of the commercial lease in place with the tenant, Acklands-Grainger Inc., thereby improving the value of the Blue Building by ensuring that it would continue to generate positive cash flow.
 - (b) Directly negotiating with parties potentially interested in the Blue Building, by soliciting competing bids and rejecting low bids.
 - (c) Facilitating site visits and inspections from parties interested in the Blue Building.
 - (d) On the condition the sale closes, the Purchaser agreeing to assume and pay for the costs associated with remedying safety concerns in relation to the Blue Building, in order to satisfy a closing condition of the prospective Purchaser.
10. The Receiver has accepted the offer (the "Blue Building Offer") from the party and on the terms set out in the Offer Summary, to purchase the Blue Building, subject to the approval of this Honourable Court. The other offers for the Blue Building are described in the Offer Summary.
11. The Receiver is of the view that the Blue Building Offer is fair and reasonable, and that acceptance of the Blue Building Offer and completion of the transactions contemplated by the Blue Building Offer is in the best interests of Dowland Contracting, its creditors and other stakeholders.
12. There were two properties which were not included in the initial marketing efforts of the Receiver due to the uncertainty surrounding the title to and condition of these properties, including:
- (a) a fee simple interest in land (including a quonset hut) on lands legally described as Lot 19, Block 21, Plan 3422 and a residence located on lands legally described as Lot 19, Block 34, Plan 1652, both in Tuktoyaktuk, Northwest Territories (the "Tuk Properties");
 - (b) a leasehold interest in land and a derelict trailer located at Lot 46, Plan of Survey 3529 in Paulatuk, Northwest Territories (the "Paulatuk Property").
13. The Receiver undertook the following marketing and evaluation efforts with respect to the Tuk Properties and Paulatuk Properties:
- (a) During the original sales process taken by the Receiver in June 2013, the Receiver received an Offer to Purchase the Tuk Properties for the amount set out in the Offer Summary which the Receiver did not initially accept. The 2013 Northwest Territories property Tax Assessment relating to both parcels is \$34,000.00. Both buildings on both parcels are in very poor condition and the prospective purchaser at its sole cost and expense and in anticipation of being the successful purchaser, has since made improvements to the residence to make it safe and secure. The Receiver has now accepted the offer (the "Tuk Offer") from the party and on the terms set out in the Offer Summary, to purchase the Tuk Properties, subject to the approval of this Honourable Court. There were no other offers made for the Tuk Properties, and the Receiver is of the view that given the remote location and poor condition of the Tuk Properties, and the low value of the Properties, that the Tuk Offer is fair and reasonable, and that acceptance of the Tuk Offer and completion of the transactions contemplated by the Tuk Offer is in the best interests of Dowland Contracting, its creditors and other stakeholders;

- (b) The Receiver advertised the Paulatuk Property for sale in December, 2013. Dowland Contracting is the Lessor of approximately .66 of an acre of land under a lease agreement with the Commissioner of the Northwest Territories, with a term expiring 2022. Only one offer was received from the party and on the terms set out in the Offer Summary (the "Paulatuk Offer"), which offer the Receiver has accepted subject to the approval of this Honourable Court. There were no other offers made for the Paulatuk Property, and the Receiver is of the view that given the remote location of the Paulatuk Property and the poor condition of the trailer and quonset hut on the Paulatuk Property, the low value of the Paulatuk Property and the expiry date of the term of the lease, that the Paulatuk Offer received is fair and reasonable, and that acceptance of the Paulatuk Offer and completion of the transactions contemplated by the Paulatuk Offer is in the best interests of Dowland Contracting, its creditors and other stakeholders.

Sealing Order

14. The Offer Summary contains confidential information of a commercial nature which, if disclosed to third parties prior to the closing of the sales, could materially jeopardize the sales, or if the sales do not close, could materially jeopardize the value that the Receiver is subsequently able to obtain from the sales of the Properties, and as such, it is appropriate that the Court dispense with filing the Offer Summary with the Clerk of the Court until the sales have closed, or grant an interim Temporary Sealing Order in relation thereto.

Material or evidence to be relied on:

15. (a) The Receiver's Third Report, filed;
(a) The Receiver's Sixth Report, filed;
(b) The Offer Summary, unfiled; and
(c) Such further and other material as legal counsel for the Receiver may advise and this Honourable Court may permit.

Applicable rules:

16. (a) Rule 6.28;
(a) Rule 6.3;
(b) Rule 13.5(2); and
(c) Such further and other authority as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

17. N/A.

Any irregularity complained of or objection relied on:

18. N/A.

How the application is proposed to be heard or considered:

19. In person in open Chambers.

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"

Clerk's stamp:

COURT FILE NUMBER	1303 06092
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	Edmonton
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANTS	DOWLAND CONTRACTING LTD., 0848909 B.C. LTD., DOWLAND CONSTRUCTION INC. AND 6070 N.W.T. LIMITED
DOCUMENT	SALE APPROVAL AND VESTING ORDER (Real Property)
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
DATE ON WHICH ORDER WAS PRONOUNCED:	Friday, November 28, 2014
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Mr. Justice K.G. Nielsen
LOCATION:	Edmonton

UPON the application of Alvarez & Marsal Canada Inc. (the "Receiver") in its capacity as Receiver of Dowland Contracting Ltd., 0848909 B.C. Ltd. and 6070 N.W.T. Limited pursuant to, among other things, the Receivership Order of Associate Chief Justice J. Rooke dated May 6, 2013 with effect May 21, 2013 (the "Receivership Order"); AND UPON reviewing the Third Report of the Receiver dated August 9, 2013 (the "Third Report") and Sixth Report of the Receiver dated November 21, 2014 (the "Sixth Report"), together with the unfiled Confidential Offer Summary (the "Offer Summary"); AND UPON noting that Dowland Contracting Ltd. ("Dowland") is the registered owner of fee simple title and leasehold interests in relation to various lands; AND UPON hearing counsel for the Receiver and counsel for various secured creditors; AND UPON it appearing that the sale of the lands and leases described in Schedule "A" hereto (collectively called the "Lands") is in the best interests of the creditors of Dowland;

IT IS HEREBY ORDERED THAT:

SERVICE

1. Service of the notice of this application and supporting materials on the Defendants, and the Royal Bank of Canada, Intact Insurance Company and Continental Casualty Company (the "Secured Creditors"), is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service is abridged to that actually given.

MARKETING ACTIVITIES OF THE RECEIVER

2. The marketing activities of the Receiver in relation to the sale of the Lands as set out in the Third Report and the Sixth Report are hereby approved.

APPROVAL OF TRANSACTION

3. The Receiver's acceptance of the various offers to purchase the Lands (including all buildings and improvements thereon) as set out in Schedule "A" hereto (the "Offers"), which Offers are summarized in the Offer Summary, is hereby approved and ratified.
4. The Receiver is hereby authorized to conclude each of the transactions contemplated by the Offers as set out in Schedule "A" hereto (the "Transactions") on the terms as set out in the Offers and to take all such steps and execute all such documents as may reasonably be necessary to complete the Transactions contemplated therein.

VESTING OF LANDS

5. Upon the closing of each Transaction, all of Dowland's right, title and interest, in and to the Lands subject to that Transaction shall, without further instrument of transfer or assignment, vest in the respective purchaser thereof as contemplated by the Offers (the "Purchasers"), absolutely and forever, free and clear of and from any and all claims by, through, or under Dowland, and any and all estate, right, title, interest, and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of Dowland whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as "the Claims"), excepting only the permitted encumbrances (as set out in Schedule "A" hereto (the "Permitted Encumbrances")), and whether such Claims came into existence prior to, subsequent to, or as a result of any previous order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executives, administrators or other legal representatives (collectively, the "Claimants"), including for greater certainty and without limiting the generality of the foregoing: (i) the Claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with notice of this Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order of this Court in these proceedings.

6. From and after the closing of the Transactions (including the payment of the purchase price by the Purchasers to the Receiver), any and all Claims of any Claimants in any or all of the Lands shall vest in the place and in the stead thereof in and to the net sale proceeds of the sale of the Lands, in the same priorities as existed immediately prior to the granting of this Order, after payment in full of all reasonable costs, charges and expenses, including without limitation, all professional fees and disbursements incurred by the Receiver on a solicitor and his own client full indemnity basis, in connection with the Receivership Order or the Transactions, and subject to the priority of the Court ordered charges provided in the Receivership Order.
7. The Purchasers shall, by virtue of the completion of the Transactions, have no liability of any kind whatsoever to any Claimants in respect of any Claims they may have against Dowland or the Lands.
8. The Transactions shall not be void or voidable at the instance of Claimants and shall not constitute nor shall be deemed to be a transfer under value, fraudulent preference, assignment, fraudulent conveyance or other challengeable or reviewable transaction under the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the "BIA") or any other applicable federal or provincial legislation, and the Transactions, or any actions taken in connection therewith, shall not constitute conduct meriting an oppression remedy.
9. Nothing in this Order shall prejudice any person's *in personam* claim against Dowland.
10. The Receiver is hereby authorized and directed to:
 - (a) Perform the respective covenants in the Offers substantially in accordance with their terms and conditions, subject to such amendments as the Receiver and the Purchasers may approve which do not materially and adversely alter the Transactions, including without limitation, reasonable extensions of the closing date; and
 - (b) Execute all transfers, deeds, assignments and documents, and to take all such steps as may be necessary or advisable in the sole discretion of the Receiver to consummate each of the Transactions.
11. The Closing Solicitors, namely Miller Thomson LLP of Edmonton, Alberta, (the "Closing Solicitors"), shall deliver to the Purchasers' Solicitors, as advised by the Purchaser (the "Purchasers' Solicitors"), the Closing Documents as required by the Offer (the "Closing Documents"), on reasonable trust conditions to facilitate the Closing.
12. The Purchasers shall cause the Purchasers' Solicitors to deliver the full balance of the Purchase Price, plus interest, if any, (the total of all such amounts herein called the "Closing Funds") to the Closing Solicitors on or before the Closing Date (as set out in the Offers and any extensions thereof agreed to by the Vendor and the Purchaser), by way of the Purchaser's Solicitors' certified cheque or by bank draft delivered to the Closing Solicitors or the Closing Funds being electronically deposited in the trust account of the Closing Solicitors, to be held by the Receiver in trust pending further Order of the Court.
13. In the event a Purchaser fails to pay the Closing Funds to the Closing Solicitors by on or before the Closing Date as ordered in paragraph 12 hereof, other than as a result of the default of the Receiver, or in the event a Purchaser fails to comply with any one or more of its other covenants and obligations to be observed or performed under the Offer, it is hereby ordered and declared that:

- (a) The Deposit paid by the Purchaser shall be forfeited by the Purchaser as set forth in the Offer, and shall be paid and applied as directed by the Court;
 - (b) All Closing Documents delivered to the Purchaser's Solicitors, shall be null and void, and of no force and effect whatsoever, and such Closing Documents shall be promptly returned by the Purchaser's Solicitors to the Closing Solicitors; and
 - (c) The Purchaser shall have no further interest in the Lands, and the Receiver shall be at liberty to market the Lands and to consider other offers for the purchase of the Lands subject to Court approval, either with or without notice to the Purchaser.
14. Each Purchaser shall be entitled to present a certified copy of this Order, together with written advice from Miller Thomson LLP that the Purchaser is entitled to register this Order, to the Registrar of Land Titles for the Northwest Territories (the "Registrar"), and upon being presented with the same, the Registrar is hereby authorized, requested, and directed to cancel the existing Certificate(s) of Title to the Lands and to issue a new Certificate(s) of Title for the Lands in the name of the Purchaser as set out in Schedule "A" hereto (or their nominee), at the mailing address as set out in Schedule "A" hereto, which Certificate(s) of Title shall be subject only to those Permitted Encumbrances listed on Schedule "A" hereto.
15. The Receiver is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.
16. (a) This Court requests the aid and recognition of the Court of the Northwest Territories to give effect to this Order and to assist the Receiver and its agent in carrying out the terms of this Order. The Court of the Northwest Territories is respectfully requested to make such Orders and to provide to the Receiver, as an officer of this Court, such assistance 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.
- (b) The Receiver is at liberty and is hereby authorized and empowered to apply to any Court in the Northwest Territories for recognition of this Order and for assistance in carrying out the terms of this Order.
17. Service of this Order may be effected upon (directly or through legal counsel) the Secured Creditors by facsimile or electronic mail, and such service shall constitute good and sufficient service. Service on any person other than the Secured Creditors is hereby dispensed with.

J.C.C.Q.B.A.

SCHEDULE A

TO THE ORDER OF THE ALBERTA COURT OF QUEEN'S BENCH
IN ACTION NO. 1303 06092, GRANTED AUGUST 16, 2013

LANDS AND PERMITTED ENCUMBRANCES

Lands located at or near Inuvik, Northwest Territories

Parcel A – Main Office, Workshops, Warehouse and Yard

LEGAL DESCRIPTION	PERMITTED ENCUMBRANCES	PURCHASER
Fee Simple Lot 18 Block 49 Plan 633 Inuvik	Caveat Number 167,503 Caveat Number 186,430 (Lease with Acklands- Grainger Inc. & Lease Extension Agreement with Acklands- Grainger Inc., respectively)	Inuvialuit Development Corporation P.O. Bag 7, 107 Mackenzie Road Inuvik, NT XOE 0T0
Fee Simple Lot 19 Block 49 Plan 633 Inuvik	Caveat Number 167,503 Caveat Number 186,430	Inuvialuit Development Corporation P.O. Bag 7, 107 Mackenzie Road Inuvik, NT XOE 0T0
Fee Simple Lot 20 Block 49 Plan 633 Inuvik	Caveat Number 167,503 Caveat Number 186,430	Inuvialuit Development Corporation P.O. Bag 7, 107 Mackenzie Road Inuvik, NT XOE 0T0
Fee Simple Plan 3422 Block 21 Lot 19 Tuktoyaktuk Plan 1652 Block 34 Lot 19 Tuktoyaktuk	Nil	Tundra Drilling Services Ltd. P.O. Box 2816 Inuvik, NT XOE 0T0
Lease Interest Plan of Survey 3529 Lot 46 Paulatuk	Nil	6222 NWT Limited o/a KDN Contracting PO Box 82 Paulatuk, NT XOE 1N0

SCHEDULE "B"

Clerk's stamp:

COURT FILE NUMBER 1303 06092

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE Edmonton

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS DOWLAND CONTRACTING LTD., 0848909
B.C. LTD., DOWLAND CONSTRUCTION INC.
AND
6070 N.W.T. LIMITED

DOCUMENT

TEMPORARY SEALING ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
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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

DATE ON WHICH ORDER WAS PRONOUNCED: Friday, November 28, 2014

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice K.G. Nielsen

LOCATION: Edmonton

UPON the application of Alvarez & Marsal Canada Inc. ("Receiver") in its capacity as Receiver of Dowland Contracting Ltd., 0848909 B.C. Ltd. and 6070 N.W.T. Limited (collectively the "Corporations") pursuant to, among other things, the Receivership Order of Associate Chief Justice J. Rooke dated May 6, 2013, with effect on May 21, 2013 (the "Receivership Order") and a Sale Approval and Vesting Order in relation to the sale of real property (the "Property"); AND UPON hearing read the Third Report and Sixth Report of the Receiver, filed; AND UPON noting the contents of the Receiver's Confidential Offer Summary as yet unfiled; AND UPON hearing counsel for the Receiver and counsel for various creditors and other interested persons; AND UPON it appearing that the sale of the Property is in the best interests of the creditors of the Corporations;

AND UPON the Application of the Receiver for a Temporary Sealing Order;

IT IS HEREBY ORDERED THAT:

1. The Clerk of the Court be and is hereby directed to seal the Receiver's Confidential Offer Summary (the "Confidential Documents") on the Court file until the sale of the Property to the various parties set out in the Sale Approval and Vesting Order (Real Property) has been closed in accordance with the Offers, and the filing of a letter with the Clerk of the Court from the Receiver confirming the sale of the Property has been closed. The Clerk of this Honourable Court is hereby directed to seal the Confidential Documents in an envelope setting out the style of cause in the within proceedings and labelled:

THIS ENVELOPE CONTAINS A CONFIDENTIAL DOCUMENT. THIS CONFIDENTIAL DOCUMENT IS SEALED ON THE COURT FILE PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE MR. JUSTICE K.G. NIELSEN ON FRIDAY, NOVEMBER 28, 2014. THE CONFIDENTIAL DOCUMENT IS NOT TO BE ACCESSED BY ANY PERSON UNTIL THE FILING OF A LETTER FROM ALVAREZ & MARSAL CANADA INC. IN ITS CAPACITY AS RECEIVER OF THE CORPORATIONS, CONFIRMING THAT THE SALE OF THE PROPERTY HAS BEEN CLOSED.

J.C.C.Q.B.A.