

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.,
DOWNLAND INDUSTRIAL WORKS LTD.,
DOWLAND CONSTRUCTION INC. AND
6070 N.W.T. LIMITED

DOCUMENT APPLICATIONS FOR ORDERS APPROVING
SALE AND VESTING ORDERS (REAL
PROPERTY AND PERSONAL 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, August 16, 2013</u>
Time	<u>10:00 a.m.</u>
Where	<u>Law Courts Building, Edmonton</u>
Before Whom	<u>The Honourable Mr. Justice D. Thomas</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) Orders Approving Sale and Vesting Orders, and an Order approving the marketing and sale activities of the Receiver to date, substantially in the forms attached collectively as Schedule "A" and Schedule "B" 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 Bid Summary submitted by the Receiver, to be filed with the Clerk of the Court (the "Bid Summary"), be temporarily sealed until the proposed sales as outlined in the Receiver's Third Report dated August 9, 2013 (the "Third Report") are closed in accordance with the Offers or until further Order of the Court, substantially in the form attached as Schedule "C" hereto;
 - (d) Alternatively, a direction that the Receiver's Bid 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 Bid 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 Industrial Works 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. Dowland Contracting Ltd. owns certain lands, buildings and improvements as more particularly set out in Schedule "A" to Schedule "A" hereto (the "Real Property").
5. Dowland Contracting Ltd. and Dowland Industrial Works Ltd. own certain personal property as more particularly set out in Schedule "A" to Schedule "B" hereto (the "Personal Property")
6. The Receiver has made the following efforts to market the Property for sale:
 - (a) In advance of launching the sales process, 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. The Receiver has accepted offers (the "Offers") from those parties set out in the Bid Summary (the "Purchasers") to purchase the Property, subject to the approval of this Honourable Court. The Offers are described in the Bid Summary.
8. The Receiver is of the view that each of the Offers is fair and reasonable, and that acceptance of them and completion of the transactions contemplated by the Offers are in the best interests of the Corporations, their creditors and other stakeholders.

Sealing Order

9. The Bid 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 sale of the Property, and as such, it is appropriate that the Court dispense with filing the Bid 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:

- (a) The Receiver's Second Report, filed;
- (b) The Receiver's Third Report, filed;
- (c) The Bid Summary, unfiled; and

- (d) Such further and other material as legal counsel for the Receiver may advise and this Honourable Court may permit.

Applicable rules:

- 10. (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:

- 11. N/A.

Any irregularity complained of or objection relied on:

- 12. N/A.

How the application is proposed to be heard or considered:

- 13. 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., DOWLAND INDUSTRIAL WORKS 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, August 16, 2013
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Mr. Justice D. Thomas
LOCATION:	Edmonton

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, 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 together with the unfiled Bid Summary (the "Bid Summary"); AND UPON noting that Dowland Contracting Ltd. ("Dowland") is the registered owner of fee simple title and leasehold title to various lands; 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 lands described in Schedule "A" hereto (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 service list (the "Service List") 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 Land as set out in the Third 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) as set out in Schedule "A" hereto (the "Offer" or "Offers"), which Offers are summarized in the Bid Summary, is hereby approved and ratified.

4.

- (a) The Receiver is hereby authorized to conclude each of the transactions contemplated by the Offers with respect to Parcels A to D as set out in Schedule "A" hereto (the "Parcel A to D 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 Parcel A to D Transactions contemplated therein;
- (b) With respect to the transaction contemplated by the Offer with respect to Parcel E as set out in Schedule "A" hereto (the "Parcel E Transaction"), subject to:
 - (i) all lease payments required to be paid as of the date of this Order being paid in full with respect to the terms and conditions contained in the lease registered in the Nunavut Registration District under daybook number 120,207; and
 - (ii) the Receiver obtaining the consent of The Commissioner of Nunavut (or any necessary and required governing authority) to transfer to the purchaser of Parcel E all of the right, title and interest held by Dowland in the lease registered in the Nunavut Registration District under daybook number 120,207,

the Receiver is hereby authorized to conclude the Parcel E Transaction on the terms as set out in the Offer and to take all such steps and execute all such documents as may reasonably be necessary to complete the Parcel E Transaction contemplated therein; and

- (c) With respect to the transaction contemplated by the Offer with respect to Parcel F as set out in Schedule "A" hereto (the "Parcel F Transaction"), subject to:
 - (i) all lease payments required to be paid as of the date of this Order being paid in full with respect to the terms and conditions contained in the lease registered in the Nunavut Registration District under daybook number 77,515; and

- (ii) the Receiver obtaining the consent of The Commissioner of Nunavut (or any necessary and required governing authority) to transfer to the purchaser of Parcel F all of the right, title and interest held by Dowland in the lease registered in the Nunavut Registration District under daybook number 77,515,

the Receiver is hereby authorized to conclude the Parcel F Transaction on the terms as set out in the Offer and to take all such steps and execute all such documents as may reasonably be necessary to complete the Parcel F Transaction contemplated therein.

(the Parcel A to D Transaction, the Parcel E Transaction and the Parcel F Transaction are collectively referred to as the "Transaction")

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 Offer (the "Purchaser"), 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 defined hereinafter), 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 Purchaser 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 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 Purchaser shall, by virtue of the completion of the Transaction, 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 settlement, 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 Offer substantially in accordance with their terms and conditions, subject to such amendments as the Receiver and the Purchaser may approve which do not materially and adversely alter the Transactions, including without limitation, reasonable extensions of the closing date; and
 - (b) Execute all deeds 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 Purchaser's Solicitors, as advised by the Purchaser (the "Purchaser's Solicitors"), the Closing Documents as required by the Offer (the "Closing Documents"), on reasonable trust conditions to facilitate the Closing.
12. The Purchaser shall cause the Purchaser's 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 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 either the Northwest Territories or Nunavut (as the case

may be) (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 registrations (the "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 Courts of the Northwest Territories and Nunavut to give effect to this Order and to assist the Receiver and its agent in carrying out the terms of this Order. The Courts of the Northwest Territories and Nunavut are respectfully requested to make such Order 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 and Nunavut 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 those persons (directly or through legal counsel) on the Service List by facsimile or electronic mail, and such service shall constitute good and sufficient service. Service on any person other than as specified in the Service List 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 16 Block 49 Plan 633 Inuvik	NONE	Tundra Drilling Services Ltd. PO Box 2186 Inuvik, NWT X0E 0T0
Fee Simple Lot 17 Block 49 Plan 633 Inuvik	POWER OF ATTORNEY, REGISTRATION NUMBER 58,150	Tundra Drilling Services Ltd. PO Box 2186 Inuvik, NWT X0E 0T0

Parcel B – Tundra Building and Yard

LEGAL DESCRIPTION	PERMITTED ENCUMBRANCES	PURCHASER
Fee Simple Lot 21 Block 49 Plan 633 Inuvik	NONE	Tundra Drilling Services Ltd. PO Box 2186 Inuvik, NWT X0E 0T0
Fee Simple Lot 22 Block 49 Plan 633 Inuvik	NONE	Tundra Drilling Services Ltd. PO Box 2186 Inuvik, NWT X0E 0T0

Parcel C – Upper Yard

LEGAL DESCRIPTION	PERMITTED ENCUMBRANCES	PURCHASER
Fee Simple Lot 1 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7
Fee Simple Lot 2 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7
Fee Simple Lot 3 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7
Fee Simple Lot 4 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7
Fee Simple Lot 5 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7
Fee Simple Lot 6 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7
Fee Simple Lot 11 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7
Fee Simple Lot 12 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7

Fee Simple Lot 13 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7
Fee Simple Lot 14 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7
Fee Simple Lot 15 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7
Fee Simple Lot 16 Block 97 Plan 3820 Inuvik	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7

Parcel D – Inuvik Residences

LEGAL DESCRIPTION	PERMITTED ENCUMBRANCES	PURCHASER
Fee Simple Lot 5 Block 47 Plan 564 Inuvik Subject to sections 13 to 16 and 19 of the <i>Territorial Lands Act</i> , as set for in Instrument of Grant registered under daybook number 116,240	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7
Fee Simple Lot 6 Block 47 Plan 564 Inuvik Subject to sections 13 to 16 and 19 of the <i>Territorial Lands Act</i> , as set for in Instrument of Grant registered under daybook number 116,240	NONE	1742860 Alberta Ltd. 156 Canniff Place Calgary, AB T2W 2L7

Lands located at or near Iqaluit, Nunavut

Parcel E – Iqaluit Building and Yard

LEGAL DESCRIPTION	PERMITTED ENCUMBRANCES	PURCHASER
Leasehold Estate Lot 7 Block 228 Plan 3586 Iqaluit	NONE	Qikiqtaaluk Corporation 922 Niaqunngusiaq Road PO Box 1228 Iqaluit, NU X0A 0H0

Parcel F– Iqaluit Residence

LEGAL DESCRIPTION	PERMITTED ENCUMBRANCES	PURCHASER
Leasehold Estate Lot 784 Plan 1827 Iqaluit	NONE	Susan Gardiner Box 414 Iqaluit, NU X0A 0H0

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., DOWLAND INDUSTRIAL WORKS LTD., DOWLAND CONSTRUCTION INC. AND 6070 N.W.T. LIMITED
DOCUMENT	SALE APPROVAL AND VESTING ORDER (Personal 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, August 16, 2013
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Mr. Justice D. Thomas
LOCATION:	Edmonton

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, among other things, the Receivership Order of Associate Chief Justice J.D. Rooke dated May 6, 2013 with effect May 21, 2013 (the "Receivership Order"); AND UPON hearing read the Third Report of the Receiver, filed together with the unfiled Confidential Bid Summary (the "Bid Summary"); AND UPON noting that Dowland Contracting Ltd. and Dowland Industrial Works Ltd. (collectively "Dowland") are the owners of certain personal property; 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 personal property described in Schedule "A" hereto (the "Personal Property") 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 service list (the "Service List") 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 Personal Property as set out in the Third Report, are hereby approved.

APPROVAL OF TRANSACTION

3. The Receiver's acceptance of the various offers to purchase (the "Offer" or the "Offers") the Personal Property received from the parties set out in Schedule "A" hereto, which Offers are summarized in the Bid Summary, is hereby approved and ratified.
4. The Receiver is hereby authorized to conclude the transactions contemplated by each of the Offers (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 PERSONAL PROPERTY

5. Upon the closing of each Transaction, all of Dowland's right, title and interest, in and to the Personal Property subject to that Transaction, shall, without further instrument of transfer or assignment, vest in the respective purchaser thereof as contemplated by the Offer (the "Purchaser"), 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"), 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. The Receiver, as Vendor under the Offers, is hereby relieved from compliance with the provisions of the *Personal Property Security Act* of any province, territory or jurisdiction where the Personal Property may be located, and from any and all other provisions of law relating to notice, statutory or otherwise, which a creditor or other party is required to issue in order to dispose of the collateral of a debtor.
7. From and after the closing of the Transactions (including the payment of the purchase price by the Purchaser to the Receiver), any and all Claims of any Claimants in any or all of the Personal Property shall vest in the place and in the stead thereof in and to the net sale proceeds of the sale of the Personal Property, in the same priorities as existed 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.
8. The Purchaser 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 Personal Property.
9. The Transactions shall not be void or voidable at the instance of Claimants and shall not constitute nor shall be deemed to be a settlement, 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.
10. Nothing in this Order shall prejudice any person's *in personam* claim against Dowland.
11. The Receiver is hereby authorized and directed to:
 - (a) Perform the respective covenants in the Offer substantially in accordance with its terms and conditions, subject to such amendments as the Receiver and the Purchaser may approve which do not materially and adversely alter the Transaction, including without limitation, reasonable extensions of the closing date; and
 - (b) Execute all deeds 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.
12. The Closing Solicitors, namely Miller Thomson LLP of Edmonton, Alberta, (the "Closing Solicitors"), shall deliver to the Purchaser's Solicitors, as advised by the Purchaser (the "Purchaser's Solicitors"), the Closing Documents as required by the Tender (the "Closing Documents"), on reasonable trust conditions to facilitate the Closing.
13. The Purchaser shall cause the Purchaser's 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 to be held by the Receiver in trust pending further Order of the Court.

14. 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 13 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 Tender, 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 Personal Property, and the Receiver shall be at liberty to market the Personal Property and to consider other offers for the purchase of the Personal Property subject to Court approval, either with or without notice to the Purchaser.
15. From and after the closing of the Transactions (including the payment of the purchase price by the Purchaser to the Receiver), the Receiver is authorized to discharge from the Personal Property Registry any claim registered against any of the Personal Property being purchased by the Purchaser. Each of Royal Bank of Canada, Intact Insurance Company and Continental Casualty Company shall, at the request of the Receiver, provide to the Purchaser a letter confirming that it no longer holds a security interest in the Personal Property being purchased by that Purchaser.
16. 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.
17.
 - (a) This Court requests the aid and recognition of the Courts of the Northwest Territories and Nunavut to give effect to this Order and to assist the Receiver and its agent in carrying out the terms of this Order. The Courts of the Northwest Territories and Nunavut are respectfully requested to make such Order 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 and Nunavut for recognition of this Order and for assistance in carrying out the terms of this Order.
18. Service of this Order may be affected upon those persons (directly or through legal counsel) on the Service List by facsimile or electronic mail, and such service shall constitute good and sufficient service. Service on any person other than as specified in the Service List 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

PERSONAL PROPERTY

PARCEL G

LOCATION	PROPERTY DESCRIPTION	PURCHASER
Edmonton, AB	Pick up trucks, SUVs and welding trucks JCB Loaders, Genie zoom boom and scissor lifts, fork lifts and trailers Heaters, portable light towers, tools and safety equipment 26 shipping containers	Ritchie Bros. Auctioneers (Canada) Ltd.

PARCEL H

LOCATION	PROPERTY DESCRIPTION	PURCHASER
Kamloops, BC	2 CAT 320D Excavators Passenger vans and pick up trucks 8 shipping containers containing tools, equipment and materials	Ritchie Bros. Auctioneers (Canada) Ltd.

PARCEL I

LOCATION	PROPERTY DESCRIPTION	PURCHASER
Inuvik, NT	Kenworth and Mack drill rigs Preem Williams portable cement plant Mixer, water and vacuum trucks Linkbelt crane Pick up trucks John Deere Loader, CAT man lift, Genie zoom boom, Bombardier snowcats and various attachments Jobsite trailers and camp trailers Heaters, lighting trailers, generators and components Fencing, scaffolding and construction materials Tools and equipment 48 shipping containers and 5 highway trailers containing construction materials and tools Plumbing and heating materials	Tundra Drilling Services Ltd.

PARCEL J

LOCATION	PROPERTY DESCRIPTION	PURCHASER
Iqaluit, NU	John Deere loader, CAT telehandler, Genie manlift, Skyjack scissor lift, skid steer and backhoe and various attachments Pick up trucks Light towers and generators Fencing, scaffolding and construction materials Tool and equipment Shipping containers containing construction materials and tools	NCC Development Limited

PARCEL K

LOCATION	PROPERTY DESCRIPTION	PURCHASER
Wainwright, AB	Skyjack scissor lifts, Genie zoom boom, John Deere 320D Skid Steer and various attachments 2 ATCO trailers and skidded washer Fuel tanks, heaters, light towers and tampers Office furniture and fittings 3 shipping containers containing small tools and equipment	Ritchie Bros. Auctioneers (Canada) Ltd.

PARCEL L

LOCATION	PROPERTY DESCRIPTION	PURCHASER
Drumheller, AB	Ingersoll Rand zoom boom, John Deere skid steer and attachments Heaters, lights, and fuel tank 1 ATCO job site trailer Office furniture, equipment and fittings 9 shipping containers containing tools and construction materials	Ritchie Bros. Auctioneers (Canada) Ltd.

PARCEL N

LOCATION	PROPERTY DESCRIPTION	PURCHASER
Regina, SK	Bobcat skid steer, JCB 535 loader and Grove 745 crane and attachments Ford F350 pick up truck 2 shipping containers containing small tools 3 office trailers containing office equipment and furniture Light towers and fuel tanks	Ritchie Bros. Auctioneers (Canada) Ltd.

PARCEL O

LOCATION	PROPERTY DESCRIPTION	PURCHASER
Rocanville, SK	8 pick up trucks Cat zoom boom Tool trailer, flat trailer and fuel tanks 6 shipping containers	Ritchie Bros. Auctioneers (Canada) Ltd.

PARCEL R

LOCATION	PROPERTY DESCRIPTION	PURCHASER
Terrace, BC	CAT 930 G wheel loaders 2 passenger vans, an ambulance and a flat deck truck 2 shipping containers containing tools and equipment and parts Job site work shop	Ritchie Bros. Auctioneers (Canada) Ltd.

PARCEL S

LOCATION	PROPERTY DESCRIPTION	PURCHASER
Cambridge Bay, NU	Carelift Zoom Boom, Genie manlifts, CAT 257B2 Skid Steer Ford F350 pick up truck Frostfighter heaters, light plants and tidy tanks Mobile offices and site trailers 11 shipping containers containing tools, equipment and materials	NCC Development Limited

SCHEDULE "C"

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.,
DOWNLAND INDUSTRIAL WORKS 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
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, August 16, 2013

NAME OF JUSTICE WHO MADE THIS ORDER: Mr. Justice D. Thomas

LOCATION: Edmonton, Alberta

UPON the application of Alvarez & Marsal Canada Inc. ("Receiver") in its capacity as Receiver of Dowland Contracting Ltd., Dowland Industrial Works 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 and personal property (the "Property"); AND UPON hearing read the Third Report of the Receiver, filed; AND UPON noting the contents of the Receiver's Bid Summary as yet unfilled; 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 declaration that Division 4 of Part 6 of the *Rules of Court* do not apply to the Receiver's request that the Receiver's Bid Summary be sealed, or for a Temporary Sealing Order;

IT IS HEREBY ORDERED THAT:

1. Division 4 of Part 6 of the Rules does not apply to this Application, and the Clerk of the Court be and is hereby directed to seal the Receiver's Bid 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 Orders 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 D. THOMAS ON FRIDAY, AUGUST 16, 2013. 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.