

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

ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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I hereby certify this to be a
true copy of the original.


for Clerk of the Court

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; AND UPON review of the First Report of the Receiver dated June 25, 2013; AND UPON hearing representations from legal counsel to the Receiver and legal counsel for various creditors and third parties; 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,

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 shall 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; further provided; however, that nothing herein shall permit the sale of any building materials or supplies located on any constructions site except with the consent of an affected party or a Court Order;

3. The following paragraph is added to the Receivership Order as paragraph 36:

36. The Receiver is permitted to sign all reports using electronic signature.

4. All other paragraphs of the Receivership Order are un-amended, and in full force and effect.

"D.R.G. THOMAS"

Justice of the Court of Queen's Bench of Alberta
"THOMAS J."