

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

APPLICATION BY THE PLAINTIFF

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

Ray C. Rutman
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Ph. (780) 423-7246 Fx. (780) 423-7276
File No.: 125665-8417/RCR

NOTICE TO RESPONDENTS

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

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

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

Date	Wednesday, May 1, 2013
Time	10 a.m.
Where	Law Courts Building, Edmonton
Before Whom	The Honourable Mr. Justice K.G. Nielsen

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

Remedy claimed or sought:

1. An Order seeking the appointment of a receiver of the undertaking, property (real and personal) and assets of Dowland Contracting Ltd. ("Contracting"), Dowland Industrial Works Ltd. ("Industrial"), Dowland Construction, Inc. ("Construction") and 6070 N.W.T. Limited ("6070") in

the form of the draft Order attached as Schedule "A" to this Application or on such further and other terms as this Honourable Court may direct.

Grounds for making this application:

2. Contracting borrowed money from the Plaintiff, Royal Bank of Canada ("RBC"), and is indebted to RBC with respect to such borrowing (the "Contracting Indebtedness"). Contracting Indebtedness is due and owing to RBC and Contracting has defaulted in its obligation to repay such indebtedness.
3. Contracting granted security in favour of RBC including, without limitation, two collateral land mortgages (the "Contracting Mortgages"), and a general security agreement securing all present and after acquired personal property of Contracting (the "First Contracting GSA"). The above security secures all of the Contracting Indebtedness.
4. Industrial borrowed money from the RBC, and is directly indebted to RBC with respect to such borrowing (the "Industrial Direct Indebtedness"). Industrial also provided guarantees and postponements of claim to RBC pursuant to which Industrial guaranteed the Contracting Indebtedness to RBC (the "Industrial Guarantee Indebtedness") (the Industrial Direct Indebtedness and the Industrial Guarantee Indebtedness are collectively referred to as the "Industrial Indebtedness"). The Industrial Indebtedness is due and owing to RBC and Industrial has defaulted in its obligation to repay such indebtedness.
5. Industrial granted security in favour of RBC including, without limitation, a general security agreement securing all present and after acquired personal property of Industrial (the "First Industrial GSA"). The Industrial GSA secures all of the Industrial Indebtedness.
6. Construction provided a guarantee and postponement of claim to RBC pursuant to which Construction guaranteed the Contracting Indebtedness to RBC (the "Construction Indebtedness"). The Construction Indebtedness is due and owing to RBC and Construction has defaulted in its obligation to repay such indebtedness.
7. 6070 provided to RBC guarantees and postponements of claim pursuant to which 6070 guaranteed the Contracting Indebtedness to RBC (the "6070 Indebtedness"). The 6070 Indebtedness is due and owing to RBC and 6070 has defaulted in its obligation to repay such indebtedness.
8. RBC has perfected the security interests created by the Contracting Mortgages, Contracting GSA and the Industrial GSA.
9. All of the above security provides for the appointment of a Receiver or a Receiver and Manager in the event of default with respect to obligations owed in favour of RBC.
10. The Defendants are part of the same corporate family. They also coordinate business and assets between themselves.
11. Contracting, Industrial, Construction and 6070 have each defaulted in fulfilment of their obligations to RBC including, without limitation payment obligations in favour of RBC.

12. On or about April 4, 2013, RBC did serve demand letters on Contracting, Industrial and 6070. Concurrently, RBC did serve section 244 *Bankruptcy and Insolvency Act* notices on Contracting, Industrial and 6070 with respect to the above noted security, and the time periods applicable to the demands and to each of such notices have expired.
13. RBC has received the following additional security, including, without limitation:
 - (a) collateral land mortgages from Contracting;
 - (b) general security agreement from Contracting securing all present and after acquired property;
 - (c) share pledge agreements from Contracting securing all shares in Construction and Industrial, respectively;
 - (d) general security agreement from Industrial securing all present and after acquired property;
 - (e) general security agreement from Construction securing all present and after acquired property;
 - (f) general security agreement from 6070 securing all present and after acquired property; and
 - (g) share pledge agreement from 6070 securing all shares in Contracting.

(collectively herein referred to as the "Additional RBC Security")
14. On or about April 22, 2013, RBC did serve supplemental demand letters and supplemental Section 244 *Bankruptcy and Insolvency Act* notices, as the case may be, on each of the Defendants. The Section 244 Notices collectively included all of the Additional RBC Security. The time periods applicable to the demands have expired (by reason of acceleration).
15. With respect to the Additional RBC Security, the 10 day periods under the Section 244 *Bankruptcy and Insolvency Act* notices, or supplemental Section 244 *Bankruptcy and Insolvency Act* notices, as the case may be, have not expired as at the time of filing this Application. RBC is not seeking to enforce the Additional RBC Security by this application, but it does reserves all rights and remedies to seek to enforce the Additional RBC Security and to seek judgment pursuant to the Additional RBC Security, whether by way of a separate action, an Amendment to this Statement of Claim, or otherwise once the 10 day periods referenced above have lapsed in the event of non-payment in full by the Defendants.
16. It is just and convenient to appoint a receiver of the undertakings and property (real and personal) of all of the Defendants in the circumstances.
17. The appointment sought is necessary for the protection of the estates of the Defendants and for the protection of the interests of RBC.

18. The Defendants have entered into an agreement with RBC whereby the Defendants have agreed that any action directly or indirectly related to the above referenced indebtedness or the security granted therefore shall properly be commenced and continued in the Judicial Centre of Edmonton.
19. The Defendants have voluntarily submitted to the jurisdiction of the Courts of the Province of Alberta, there is a real and substantial connection between the subject matter of these proceedings and the Province of Alberta and there is no more convenient forum for the adjudication of the matters in dispute between the Plaintiff and the Defendants.
20. The Defendants have consented to the appointment of a Receiver of their undertakings and property (real and personal) by way of Consent Order (a copy of which is attached as Schedule "A")

Material or evidence to be relied on:

21. Pleadings and proceedings in this action;
22. Affidavit of Gary Ivany, filed;
23. Such further and other material as counsel may advise and this Honourable Court may permit.

Applicable Rules:

24. Rule 6.3.

Applicable Acts and Regulations:

25. Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended;
26. Section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, as amended;
27. Section 64 of the *Personal Property Security Act*, S.N.W.T. 1994, c. 8, as amended;
28. Section 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7, as amended;
29. Section 66 of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359, as amended;

Any irregularity complained of or objection relied on:

30. None.

How the Application is proposed to be heard or considered:

31. 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 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"

COURT FILE NUMBER

COURT

JUDICIAL CENTRE

COURT OF QUEEN'S BENCH OF ALBERTA
EDMONTON

Clerk's Stamp

PLAINTIFF

DEFENDANT

DOCUMENT

ROYAL BANK OF CANADA

DOWLAND CONTRACTING LTD., DOWLAND INDUSTRIAL WORKS
LTD., DOWLAND CONSTRUCTION, INC. and 6070 N.W.T. LIMITED

CONSENT ORDER

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

Ray C. Rutman
Dentons Canada LLP
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10180 - 101 Street
Edmonton, Alberta T5J 3V5
Ph. (780) 423-7246 Fx. (780) 423-7276
File No.: 125665-8417

DATE ON WHICH ORDER WAS PRONOUNCED: ____ day, ____, 20__

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE/MASTER WHO MADE THIS ORDER: Justice _____

UPON the application of ROYAL BANK OF CANADA in respect of DOWLAND CONTRACTING LTD. ("Contracting"), DOWLAND INDUSTRIAL WORKS LTD. ("Industrial"), DOWLAND CONSTRUCTION, INC. ("Construction"), 6070 N.W.T. LIMITED ("6070"), (Contracting, Industrial, Construction and 6070 being referred to herein individually and collectively as the "Debtor"); AND UPON having read the Application, the Affidavit of _____, filed; AND UPON reading the consent of _____ to act as receiver and manager (the "Receiver") of the property of the Debtor, filed; AND UPON hearing counsel for the Applicant; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this Order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.A. 1985 c.B-3, as amended (the "BIA") and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 (the "JA") and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 (the "PPSA") _____ is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (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 \$ _____, provided that the aggregate consideration for all such transactions does not exceed \$ _____; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *PPSA* shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to assign the Debtor into bankruptcy;

(t) to apply for any Orders, in any jurisdiction for recognition of this Order, recognition of the rights and power of the Receiver or any other Order for the purpose of assisting or facilitating the exercise of the rights and powers granted by this Order; and

(u) to take any steps reasonably incidental to the exercise of these powers;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION OF THE RECEIVER

4. (i) The Debtor, (ii) all of its respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" (as defined by the *Companies' Creditors Arrangement Act*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
- A. complies with the order, or
- B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
- B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the *BIA* or any other applicable legislation.

RECEIVER'S ACCOUNTS

16. Any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").
17. The Receiver and its legal counsel shall pass their accounts from time to time.
18. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the

Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

19. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$_____ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.
20. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
21. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
22. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

23. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

JUDGMENT

24. It is hereby declared that there is due and owing by the Debtor, Guy and Development to RBC the following sums and RBC is granted judgment against such persons in such amounts:
 - (a) Dowland Contracting Ltd. - \$_____ plus interest thereon from and after _____ at the rate of \$_____ per day plus costs on a solicitor and his own client full indemnity basis;
 - (b) Dowland Industrial Works Ltd. - \$_____ plus interest thereon from and after _____ at the rate of \$_____ per day plus costs on a solicitor and his own client full indemnity basis;
 - (c) Dowland Construction Inc. - \$_____ plus interest thereon from and after _____ at the rate of \$_____ per day plus costs on a solicitor and his own client full indemnity basis;

- (d) 6070 N.W.T. Limited - \$_____ plus interest thereon from and after _____ at the rate of \$_____ per day plus costs on a solicitor and his own client full indemnity basis.

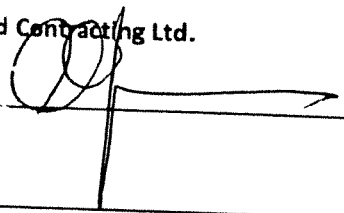
GENERAL

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
27. The Registrar of Titles is directed to register a copy of this Order in the Land Titles Office against Title to any land in which the Debtor holds any interest by way of lease or otherwise notwithstanding the requirements of Subsection 191(1) of the *Land Titles Act* R.S.A. 2000 c L-4.
28. In accordance with Section 13(2) of the *JA*, Section 99 of the *Business Corporations Act*, and the *Rules of Court* 1.2, 1.3, 1.4 and 6.11(1)(e), subject to any further order of this Honourable Court:
- (a) The Receiver is authorized, in its discretion, to report to this Honourable Court by report as opposed to affidavit;
 - (b) The Court may consider the information and evidence of any such report on the hearing of any application.
29. Subject to any further direction of this Honourable Court, the Court shall consider the information and evidence contained in any such report filed by the Receiver on the hearing of any application to the extent that the information and evidence contained in such a report is relevant and material to any matter before this Honourable Court.
30. The Plaintiff is given leave to continue with any and all proceedings in relation to this matter.
31. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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.
32. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
33. The Plaintiff shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor estate with such priority and at such time as this Court may determine.


34. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
35. An alternative dispute resolution process with respect to the matters raised in these proceedings is dispensed with.

THIS ORDER IS CONSENTED TO:

Dowland Contracting Ltd.

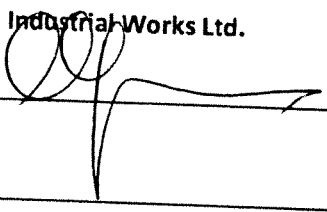
Per: 

Per: _____

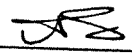

Witness

Witness

Dowland Industrial Works Ltd.

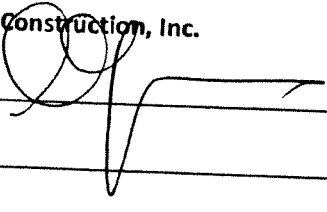
Per: 

Per: _____

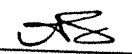

Witness

Witness

Dowland Construction, Inc.

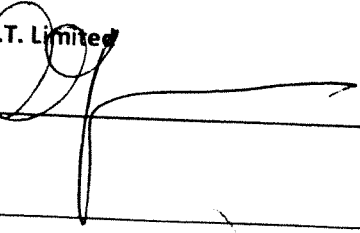
Per: 

Per: _____

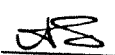

Witness

Witness

6070 N.W.T. Limited

Per: 

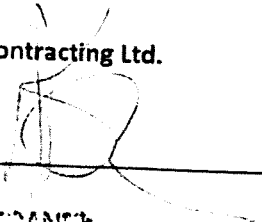
Per: _____


Witness

Witness

THIS ORDER IS CONSENTED TO BY COUNSEL:

On behalf of Dowland Contracting Ltd.

Per: 

CARREN R. BISCANEN
BARRISTER & SOLICITOR

On behalf of Dowland Industrial Works Ltd.

Per: _____

DARREN R. EHEGANEN
BARRISTER & SOLICITOR

On behalf of Dowland Construction, Inc.

Per: _____

DARREN R. EHEGANEN
BARRISTER & SOLICITOR

On behalf of 6070 N.W.T. Limited

Per: _____

DARREN R. EHEGANEN
BARRISTER & SOLICITOR

J.C.Q.B.A.

ENTERED this __ day of _____.

CLERK OF THE COURT

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that _____ the receiver and manager (in each capacity the "Receiver") of all of the assets, undertaking and property of DOWLAND CONTRACTING LTD., DOWLAND INDUSTRIAL WORKS LTD., DOWLAND CONSTRUCTION, INC. and 6070 N.W.T. LIMITED appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the ____ day of _____, 20____ (the "Order") made in action _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20 ____.

_____, solely in its
capacity as Receiver of the Property (as defined in the
Order), and not in its personal capacity

Per: _____

Name: _____

Title: _____

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, Amanda Shortreed of the City of
Edmonton, in the Province of
Alberta

MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see Patrick McGwinness and , duly appointed officers of Dowland Contracting Ltd., named on the within agreement, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named thereon.
2. THAT THE SAME was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I KNOW the said Patrick McGwinness and and they are in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of
Edmonton in the Province of
Alberta this 15 day of
April 2013
AS **ANDREW S. RICE**
 A Commissioner for Oaths/Notary Public in
 and for the Province of
AB

2

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

TO WIT:

1, Amanda Shortreed of the City of

Edmonton in the Province of

Alberta

MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see Patrick McGuinness and duly appointed officers of Dowland Industrial Works Ltd., named on the within agreement, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named thereon.
2. THAT THE SAME was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I KNOW the said Patrick McGuinness and and ^{is} ~~they are~~ in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of
Edmonton, in the Province of
Alberta, this 15 day of
April, 2013

ANDREW S. RICE

A Commissioner for Oaths/Notary Public in and for the Province of

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, Amanda Shortreed of
Edmonton
Alberta

MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see Patrick McGuinness ~~and~~
, duly appointed officers of Dowland Construction, Inc., named
on the within agreement, who are personally known to me to be the persons named therein,
duly sign and execute the same for the purposes named thereon.
2. THAT THE SAME was executed at Edmonton
Alberta, and that I am the subscribing witness thereto.
3. THAT I KNOW the said Patrick McGuinness and Is and
~~they are~~ in my belief, of the full age of eighteen years.

SWORN BEFORE ME at

Edmonton

Alberta

15 day of April, 2013

ANDREW S. RICE

A Notary Public in and for Barrister & Solicitor

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

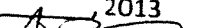
TO WIT:

1. Amanda Shortreed of the City of
Edmonton, in the Province of
Alberta

MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see Patrick McGuinness and [redacted], duly appointed officers of 6070 N.W.T. LIMITED, named on the within agreement, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named thereon.
2. THAT THE SAME was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I KNOW the said Patrick McGuinness and [redacted] ^{is} ~~they are~~ in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of
Edmonton in the Province of
Alberta this 15 day of
April, 2013

 **ANDREW S. RICE**
Notary Public in and for the Province of
Alberta

AS