

IN THE COURT OF QUEEN'S BENCH OF
NEW BRUNSWICK

TRIAL DIVISION

JUDICIAL DISTRICT OF MONCTON

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
LANDDRILL INTERNATIONAL INC. (A
BRITISH COLUMBIA CORPORATION),
LANDDRILL INTERNATIONAL LTD. (A NEW
BRUNSWICK CORPORATION), LANDDRILL
ATLANTIC LTD. (A NEW BRUNSWICK
CORPORATION), LANDDRILL CONTRACT
MINING LTD. (A NEW BRUNSWICK
CORPORATION), LANDDRILL
INTERNATIONAL MEXICO S.A. DE C.V. (A
MEXICAN CORPORATION), LANDDRILL
INTERNATIONAL LLC (A MONGOLIAN
CORPORATION) and LANDDRILL
INTERNATIONAL INC. (A BARBADOS
CORPORATION)

COUR DU BANC DE LA REINE DU
NOUVEAU-BRUNSWICK

DIVISION DE PREMIERE

INSTANCE CIRCONSCRIPTION

**NOTICE OF MOTION
(FORM 37A)**

**AVIS DE MOTION (FORMULE 37A)
DESTINATAIRE:**

TO: All Parties on the Service List
attached as Schedule "A".

Norrep Credit Opportunities Fund, LP
("Norrep") will make a motion to the Court on
Thursday, the 30th day of May, 2013 at 9:00
a.m. or as soon after that time as a motion can
be heard, at the Moncton Court House, 145
Assomption Blvd., Moncton, New Brunswick
for an Order (substantially in the form of the
Draft Order attached and marked as Schedule
"B" to this Notice of Motion):

Le Demandeur _____
demandera à la Cour à _____
_____ le _____ 20_____,
_____ h_____, d'ordonner

1. abridging and validating the timing and method of service and filing of this Notice of Motion (if necessary), such that this Motion is properly returnable, and such that further service thereof and the need to file a Record on Motion is dispensed with;
2. authorizing and directing Ernst & Young Inc., the court-appointed monitor of the Applicants (the "**Monitor**"), to distribute the proceeds of sale of the assets of the Applicants in the possession of the Monitor;
3. approving certain proposed Stalking Horse Agreements and Bid Processes for the sale of certain of the assets of Landdrill International Ltd. ("**Landdrill NB**") and Landdrill International Inc. ("**Landdrill BC**");
4. approving certain reports and activities of the Monitor;
5. approving the fees and disbursements of the Monitor;
6. discharging the Monitor;
7. terminating the remaining court-ordered Charges provided for in the Initial Order;
8. terminating these CCAA proceedings;
9. providing for a transition from these CCAA proceedings to the bankruptcy of Landdrill NB and the bankruptcy of Landdrill BC;
10. providing for such further and other relief as may be just and appropriate.

The grounds to be argued upon the hearing of the motion are as follows:

1. As priorities between the Senior Lenders of the Applicants are no longer in dispute, it is appropriate that the sale proceeds of the assets of the Applicants in the possession of the Monitor be distributed.

2. As no further prospects exist for the development of a Plan of Arrangement by the Applicants in these CCAA proceedings, it is appropriate that these CCAA proceedings be terminated, the court-ordered Charges created by the Initial Order be vacated, the Monitor be discharged and the reports, activities, fees and disbursements of the Monitor be approved.

Upon the hearing of the within motion, Norrep intends to rely upon the following statutory provisions and rules, namely:

- (a) the provisions of the CCAA;
- (b) Rules 1.03, 2.01, 2.02, 3.02, 37, 38 and 39 of the ***Rules of Court***;
- (c) Paragraphs 9, 14 and 60 of the Initial Order;
- (d) the inherent jurisdiction of this Honourable Court; and
- (e) such further and other provisions as counsel may advise and this Honourable Court may permit.

Upon the hearing of the motion, the following affidavit or other documentary evidence will be presented or relied upon:

1. the Consent Order executed on behalf of counsel for each of the Applicants, the Monitor, Norrep and GE Canada Equipment Financing G.P. ("**GE**");
2. the Thirteenth Report of the Monitor;
3. the Affidavit of Paul D. Hickey;
4. the Affidavit of Ashley John Taylor;
5. the Initial Order of this Honourable Court in these proceedings;
6. all materials filed with this Honourable Court in these proceedings;

7. such further and other affidavits or documentary and other evidence as counsel may advise and this Honourable Court may permit.

You are advised that:

- (a) you are entitled to issue documents and present evidence at the hearing in English or French or both;
- (b) the Applicant intends to proceed in the English language; and
- (c) if you intend to proceed in the other official language, an interpreter may be required and you must so advise the Clerk at least 5 days before the hearing.

Sachez que:

vous avez le droit d'émettre des documents et de présenter votre preuve à l'audience en français, en anglais ou dans les deux langues;

le demandeur a l'intention d'utiliser la

si vous avez l'intention d'utiliser l'autre langue officielle, les services d'un interprète pourront être requis et vous devrez en aviser le greffier au moins 5 jours avant l'audience.

DATED at Saint John, New Brunswick, this ____ day of May, 2013.

MacPHERSON LESLIE & TYERMAN
LLP Solicitors for Norrep Credit Opportunities Fund,
LP and Crown Capital Partners Inc.

Jeffrey M. Lee, Q.C.

MacPherson Leslie & Tyerman LLP
Barristers & Solicitors
1500, 410 – 22nd Street East
Saskatoon, SK S7K 5T6
Attention: Jeffrey M. Lee, Q.C.
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Gilbert, McGloan, Gillis
Barristers & Solicitors
22 King Street
Saint John, NB E2L 1G3
Attention: R. Gary Faloon, Q.C.
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Agents For MacPherson Leslie & Tyerman

Schedule "A"

Court File No. M/M/114/12

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK
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JUDICIAL DISTRICT OF MONCTON

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LANDDRILL INTERNATIONAL MEXICO S.A. DE C.V. (A MEXICAN
CORPORATION), LANDDRILL INTERNATIONAL LLC (A MONGOLIAN
CORPORATION) and LANDDRILL INTERNATIONAL INC. (A BARBADOS
CORPORATION)

SERVICE LIST
(Updated May 24, 2013)

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NORREP CREDIT OPPORTUNITIES FUND, LP CROWN CAPITAL PARTNERS INC. 1704, 95 Wellington Street West Toronto, ON M5J 2N7 175, 601-10 Avenue SW Calgary, AB T2R OB2 Attention: Chris Johnson Tel: 416.640.6715 Fax: 416.640.6722 Email: chris.johnson@crowncapital.ca	COUNSEL: MacPHERSON LESLIE & TYERMAN LLP 1500, 410, 22nd Street East Saskatoon, SASK S7K 5T6 Jeffrey M. Lee, Q.C. Tel: 306.975.7136 Fax: 306.975.7145 Email: jmlee@m1t.com AGENT: GILBERT, MCGLOAN, GILLIS Barristers & Solicitors 22 King Street Saint John, NB E2L 1G3 Attention: R. Gary Faloona, Q.C. Telephone: (506) 634-3600 Facsimile: (506) 634-3612 Email: rgfaloona@gmglaw.com Agents For MacPherson Leslie & Tyerman
GE CANADA EQUIPMENT FINANCING G.P. GE CANADA ASSET FINANCING HOLDING COMPANY GE CANADA EQUIPMENT FINANCING & LEASING SERVICES GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P. GENERAL ELECTRIC CANADA EQUIPMENT GE CANADA LEASING SERVICES COMPANY GE CAPITAL CANADA EQUIPMENT FINANCING & LEASING COMPANY GE TECHNOLOGY FINANCE GE VFS CANADA LIMITED PARTNERSHIP 1 Place Ville-Marie, Suite 1401 Montreal, PQ H3B 2B2 1100 — 1250 Rene-Levesque W. Montreal, QC H3B 4W8 239 Brownlow Avenue, Suite 204 Dartmouth, NS B3B 2B2 (collectively, the "GE Group of Companies")	COUNSEL: MILLER THOMSON One London Place 255 Queens Avenue, Suite 2100 London, ON N6A 5R8 Alissa K. Mitchell Tel: 519.931.3500 Fax: 519.858.8511 Email: Amitchell@millerthomson.com

LANDDRILL INTERNATIONAL INC. (A BRITISH COLUMBIA CORPORATION), LANDDRILL INTERNATIONAL LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL ATLANTIC LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL CONTRACT MINING LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL INTERNATIONAL MEXICO S.A. DE C.V. (A MEXICAN CORPORATION), LANDDRILL INTERNATIONAL LLC (A MONGOLIAN CORPORATION) and LANDDRILL INTERNATIONAL INC. (A BARBADOS CORPORATION) LANDDRILL RUSSIA 160 MacNaughton Avenue Moncton, NB E1H 3L9 Attention: Ronald J. Goguen Tel: 506.388.8100 Fax: 506.388.8990 Email: rongoguen@landdrill.com Applicants	COUNSEL: STEWART McKELVEY 44 Chipman Hill Suite 1000, Brunswick House Saint John, NB E2L 4S6 Stephen J. Hutchison Tel: 506.632.1970 Fax: 506.652.1989 Email: shutchison@stewartmckelvey.com
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INFLIGHT DRILLING, S DE. R.L. DE C.V. and HD DRILLING, S DE R.L. DE C.V.	COUNSEL: COX & PALMER 644 Main Street, Suite 500 Moncton, NB E1C 1E2 Christian E. Michaud Tel: 506.856.9800 Fax: 506.856.8150 Email: cmichaud@coxandpalmer.com

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CANADIAN IMPERIAL BANK OF COMMERCE 761 Main Street Moncton, NB E1C 1E5	David B. Coughlin Tel: 506.859.4550 Email: David.Coughlin@CIBC.com
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GLENN MACDONALD PO Box 306 Gogama, Ontario P0M 1W0	Glenn MacDonald Tel: 705.365.8904
TNG HOLDINGS LTD. 709 Richards Crescent Labrador City, NL A2V 1P4	Tom Delaney Tel: 709.282.6200
NORTHERN PROPERTIES (NPR LIMITED PARTNERSHIP) PO BOX 13426 Station A St. John's NL A1B 4B7	Karen Ghaney Tel: 709.757.2787
SUBASH RAMKARAN 864 Tamarak Drive Labrador City NL A2V 2V6	Subash Ramkaran Tel: 709.282.5559
ROBERT SMITH 813 Hudson Drive Labrador City, NL A2V 1M4	Robert Smith Tel: 709.944.3781
PARTIES INVOLVED WITH THE APPLICANTS' INSURANCE PROGRAM	
Goguen Champlain Insurance/Assurance Goguen Champlain 1040 rue Champlain Street Suite 200 Dieppe, NB E1A 8L8	Sonia Lirette, CAIB Tel: 506.869.8239 Fax: 506-857-1809 slirette@goguenchamplain.com Luc Caissie Tel: 506-857-0064

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Notre Dame Purchaser: M. Sylvain Girard 615, Chemin Girard St-Bruno-de-Guigues, QC J0Z 2G0	
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GOVERNMENT AGENCIES AND MUNICIPALITIES	
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Ministry of the Attorney General (British Columbia) PO Box 9290 Stn Prov Govt Victoria, BC V8W 9J7	
Ministry of the Attorney General (Quebec) 1200, route de l'Église, 6e étage Québec City, QC G1V 4M1	
<u>Ministry of the Attorney General</u> <u>(Newfoundland & Department of Justice,</u> <u>Civil Division Government of Newfoundland</u> <u>and Labrador)</u> 4th Floor, East Block Confederation Building P.O. Box 8700 St. John's, NL A1B 4J6	Todd Stanley Tel: 709.729.2597 Fax: 709.729.2129 Email: toddstanley@gov.nl.ca
Canada Revenue Agency Moncton Tax Services Office Post Office Box 1070 Moncton NB E1C 8P2	
Her Majesty the Queen in Right of the Province of New Brunswick as Represented by the Minister of Finance Centennial Building Room: 371, Floor: 3 P. O. Box 6000 Fredericton, New Brunswick E3B 5H1 Canada	
Her Majesty the Queen in Right of the Province of British Columbia as Represented by the Minister of Finance P.O. Box 9417 Stn Prov Govt Victoria, BC V8W 9V1	

Her Majesty the Queen in Right of the Province of Quebec as Represented by the Minister of Finance 12, rue Saint-Louis Québec (Québec) G1R 5L3	
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Her Majesty the Queen in Right of the Province of British Columbia as Represented by the Ministry of the Environment PO Box 9339 Station Prov Govt Victoria, BC V8W 9M1	
Her Majesty the Queen in Right of the province of Quebec as Represented by the Ministère du Développement durable, de l'Environnement et des Parcs Edifice Marie-Guyart, 29th Floor 675, boulevard Rene-Levesque Est Quebec (Quebec), G1R 5V7	
Her Majesty the Queen in Right of the province of Newfoundland & Labrador as Represented by the Ministry of the Environment 4 th Floor, West Block Confederation Building P.O. box 8700 St. John's, NL A1B 4J6	
Municipalité de Notre-Dame-du-Nord 71, Principale Nord Notre-Dame-du-Nord, QC J0Z 3B0	

Her Majesty the Queen in Right of the province of British Columbia as Represented by the Minister of Small Business and Revenue (PST-BC/Income Tax) Revenue Programs Division PO Box 9432 Stn Prov Govt Victoria, British Columbia V8W 9N6	Fax: (250) 952-0712
Her Majesty the Queen in Right of the province of British Columbia as Represented by the Minister of Finance (PST-BC/Income Tax) Consumer Taxation Branch P.O. Box 9442 Stn. Prov. Govt. Victoria, British Columbia V8W 9V4	
Ministry of Attorney General Revenue & Taxation Group Legal Services Branch 601 – 1175 Douglas Street PO Box 9289 Stn Prov Govt. Victoria, British Columbia V8W 9J7	Attention: Aaron Welch Tel: (250) 356-8589 Fax: (250) 387-0700 E-mail: Aaron.Welch@gov.bc.ca
Monsieur le Ministre Ministère du Revenu (QST, Income Tax, GST) Centre de perception fiscale 3800, rue de Marly Québec, Québec City G1X 4A5	Attention: Claude Provencher Fax: (514) 215-3672
Her Majesty the Queen in Right of the Province of New Brunswick as Represented by The Minister of Finance Revenue and Taxation Centennial Building, Room 671, 6th Floor, P O Box 3000 Fredericton, New Brunswick E3B 5G5	Fax: (506) 444-4920
Her Majesty the Queen in Right of the Province of Newfoundland & Labrador as Represented by the Minister of Finance Tax Administration Division 3rd Floor, East Block, Confederation Building, P.O. Box 8700 St. John's, Newfoundland A1B 4J6	Fax: (709) 729-2856

Her Majesty the Queen in Right of Canada as Represented by the Minister of National Revenue 555 MacKenzie Avenue, 7th Floor Ottawa, ON K1A 0L5	Attention: Eric Miron Fax: (613) 952-1547
Régie des Rentes du Québec Direction des Affaires Juridiques 2006 boulevard Laurier, bureau 501 Québec G1V 4T3	
Commission de la Santé et de la Sécurité au Travail 524 rue Bourdage, bureau 304 Québec G1K 7E2	
Commission des Norms du Travail c/o Me Jean-Guy Lemieux 400, boulevard Jean Lesage Hall S, 7è étage Québec G1K 8W1	
WorksafeNB (New Brunswick Workers' Compensation) Saint John – Head Office 1 Portland Street P.O. Box 160 Saint John, New Brunswick E2L 3X9	Tel: (506) 632-2200 Fax: (506) 632-2819 (Assessment Services)
New Brunswick Labour and Employment Board Fredericton City Centre 435 King Street, Suite 200 Fredericton, New Brunswick E3B 1E5	Tel: (506) 453-2881 Fax: (506) 453-3892
New Brunswick Department of Post-Secondary Education, Training and Labour (Employment Standards) P.O. Box 6000 Fredericton, New Brunswick E3B 5H1	Tel: (506) 453-3902 Fax: (506) 453-3806
Workplace Health, Safety and Compensation Commission Office 146-148 Forest Road, P.O. Box 9000 St. John's, Newfoundland and Labrador A1A 3B8	Tel: (709) 778-1000 Fax: (709) 738-1714
Workplace Health, Safety and Compensation Commission Office 26 High Street, P.O. Box 850 Grand Falls – Windsor, Newfoundland and Labrador A2A 2P7	Tel: (709) 489-1600 Fax: (709) 489-1616

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Her Majesty the Queen in Right of the Province of Newfoundland & Labrador as Represented by the Minister of Human Resources, Labour and Employment Department of Human Resources, Labour & Employment Financial Services (Accounts Receivable Unit) Confederation Building, P.O. Box 8700 St. John's, Newfoundland A1B 4J6	Attention: Ms. Linda Kendall Tel: (709) 729-5125 Fax: (709) 729-4379

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

TRIAL DIVISION

JUDICIAL DISTRICT OF MONCTON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LANDDRILL INTERNATIONAL INC. (A BRITISH COLUMBIA CORPORATION), LANDDRILL INTERNATIONAL LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL ATLANTIC LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL CONTRACT MINING LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL INTERNATIONAL MEXICO S.A. DE C.V. (A MEXICAN CORPORATION), LANDDRILL INTERNATIONAL LLC (A MONGOLIAN CORPORATION) and LANDDRILL INTERNATIONAL INC. (A BARBADOS CORPORATION)

i. ORDER

WHEREAS the motion by Norrep Credit Opportunities Fund, LP ("**Norrep**") was heard this 30th day of May, 2013 at 145 Assumption Blvd., Moncton, New Brunswick.

ON READING the Notice of Motion of Norrep dated May 22, 2013; the Thirteenth Report of the Monitor dated May ●, 2013 (the "**Thirteenth Monitor's Report**"); the Application For Bankruptcy Order of Norrep against Landdrill International Ltd. (the "**Landdrill NB Bankruptcy Application**"); the Application For Bankruptcy Order against Landdrill International Inc. (the "**Landdrill BC Bankruptcy Application**"); the Affidavits of Truth of Statements in Application For Bankruptcy Order sworn on May ●, 2013; the Consents To Appointment as Trustee in Bankruptcy; the affidavit of Ashley John Taylor sworn May ●, 2013 (the "**Taylor Affidavit**"); the affidavit of Paul D. Hickey sworn May ●, 2013 (the "**Hickey Affidavit**"); and the Consent Order endorsed by counsel for each of Norrep, G.E. Canada Equipment Financing G.P. and related companies ("**GE**"); the Applicants, Landdrill International Inc. et al. (collectively, "**Landdrill**" or the "**Applicants**") and Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Applicants (the "**Monitor**");

AND UPON IT APPEARING to the Court that the following acts of bankruptcy have been committed within the six months next proceeding the date of the filing of the Applications for Bankruptcy, namely:

- (a) Landdrill International Inc. ("**Landdrill BC**") has ceased to meet its liabilities generally as they become due, being an act of bankruptcy pursuant to section 42(1)(j) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"); and
- (b) Landdrill International Ltd. ("**Landdrill NB**") has ceased to meet its liabilities generally as they become due, being an act of bankruptcy pursuant to section 42(1)(j) of the BIA;

AND UPON HEARING:

Jeffrey M. Lee, Q.C. and R. Gary Faloon, Q.C., Counsel for Norrep Credit Opportunities Fund and Crown Capital Partners Inc.;

Stephen J. Hutchison, Counsel for the Applicants;

Ashley John Taylor, Counsel for the Monitor, Ernst & Young Inc.;

Alissa K. Mitchell, Counsel for GE Canada Equipment Financing, GP;

AND WHEREAS this Court made an Initial Order under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**") dated August 31, 2012 (the "**Initial Order**"), as amended by an Order For Adjournment of Comeback Hearing And Other Relief dated September 17, 2012 (the "**September 17 Order**") and an Order (Re: Comeback/Extension Motion) dated September 27, 2012 (the "**September 27 Order**");

AND WHEREAS this Court is satisfied that circumstances exist that make this Order appropriate;

SERVICE

THIS COURT ORDERS that the time for service of the Notice of Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof and with the need to file a Record on Motion.

INTERPRETATION

THIS COURT ORDERS AND DECLARES that words and phrases used in this Order which begin with capital letters but which are not otherwise defined in this Order shall have the respective meanings ascribed thereto in the Initial Order.

DISTRIBUTION OF ASSET SALE PROCEEDS

THIS COURT ORDERS that the Monitor is hereby authorized and directed to distribute the proceeds of sale of the assets of the Applicants which are currently on deposit in the Monitor's trust account, in the approximate amount of \$● (the "**Landdrill Asset Sale Proceeds**"), to the following parties in the following amounts, namely:

- a) to GE the amount of \$3,018,500 (the "**GE Payment Amount**") from and out of the Landdrill Asset Sale Proceeds on account of the indebtedness owed to GE by the Applicants (the "**Landdrill GE Indebtedness**") pursuant to:
 - ii. an Equipment Loan and Security Agreement dated March 30, 2011, as amended, having contract number 150011609070, now 2164552-001, pursuant to which the sum of \$2,250,000 was advanced by GE to Landdrill NB;
 - iii. a Conditional Sale Agreement dated July, 2011, as amended, having contract number 868801101, pursuant to which the sum of \$377,027.57 was financed by GE;
 - iv. an Equipment Loan and Security Agreement dated September 28, 2011, as amended, having contract number 8698749001, pursuant to which the sum of \$707,103.96 was financed by GE; and
 - v. an Equipment Loan and Security Agreement dated March 23, 2012, as amended, having contract number 8724235001, pursuant to which the sum of \$1,200,000 was financed by GE;
- b) to Ally Credit Canada Limited ("**Ally**") the amount of \$236,470.56 (the "**Ally Payment Amount**") from and out of the Landdrill Asset Sale Proceeds on account of the amounts owing to Ally by Landdrill NB, Landdrill BC and

Landdrill Atlantic Ltd. ("**Landdrill Atlantic**") pursuant to various conditional sale contracts between Ally (on the one hand) and Landdrill NB, Landdrill BC and Landdrill Atlantic (on the other hand) (the "**Ally Conditional Sale Contracts**");

- c) to De Lage Landen Financial Services Canada Inc. ("**De Lage**") the amount of \$10,041.35 (the "**De Lage Payment Amount**") from and out of the Landdrill NB Asset Sale Proceeds on account of amounts owing to De Lage by Landdrill NB and Landdrill BC pursuant to a lease contract between De Lage (on the one hand) and Landdrill NB and Landdrill BC (on the other hand) in regard to a Hyundai Forklift (the "**De Lage Lease**");
- d) to the employees of Landdrill BC, Landdrill NB and Landdrill Atlantic all wages, salaries, commissions and compensation for services rendered during the CCAA proceedings (but not including, for greater certainty, any severance or termination payments), and for such purposes the Monitor shall create and hold a reserve in the amount of \$●. The balance of such reserve, following payment of such amounts to the employees of Landdrill BC, Landdrill NB and Landdrill Atlantic shall be paid to Norrep;
- e) to the Canada Revenue Agency [**provincial revenue ministries?**] the PST and HST collected in connection with the asset sales conducted by the Monitor on behalf of the Applicants, and for such purposes the Monitor shall create and hold a reserve in the amount of \$●. The balance of such reserve, following payment of such amounts to CRA [**and provinces?**] shall be paid to Norrep;
- f) to Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Applicants, the amount of \$● (the "**Monitor's Unpaid Fees Amount**") from and out of the Landdrill Asset Sale Proceeds on account of professional fees and disbursements of the Monitor;
- g) to Stikeman Elliott LLP, in its capacity as counsel to the Monitor, the amount of \$● (the "**Monitor Counsel's Unpaid Fees Amount**") from and out of the Landdrill Asset Sale Proceeds on account of professional fees and disbursements of the Monitor's counsel;

- h) to Ernst & Young Inc., in its capacity as the proposed trustee in bankruptcy of Landdrill BC, the amount of \$● (the “**Landdrill BC Retainer**”) from and out of the Landdrill Asset Sale Proceeds as a retainer to act as the trustee in bankruptcy of Landdrill BC;
- i) to Ernst & Young Inc., in its capacity as the proposed trustee in bankruptcy of Landdrill NB, the amount of \$● (the “**Landdrill NB Retainer**”) from and out of the Landdrill Asset Sale Proceeds as a retainer to act the trustee in bankruptcy of Landdrill NB;
- j) to Ernst & Young Inc, in its capacity as the proposed trustee in bankruptcy of Landdrill NB, the amount of \$● to fund; and
- k) to Norrep the remainder of the Landdrill Asset Sale Proceeds on account of the indebtedness owed to Norrep by the Applicants (the “**Landdrill Norrep Indebtedness**”) pursuant to:
 - i. the Credit Agreement dated as of March 21, 2012 between Landdrill BC (as Borrower), eleven entities in the Landdrill Group of Companies (including Landdrill NB, Landdrill Atlantic and Landdrill International LLC (“**Landdrill Mongolia**”)) (as Guarantors) (collectively, the “**Guarantors**”) and Norrep (as Lender);
 - ii. the Guarantee and Indemnity Agreement dated as of March 21, 2012 between Landdrill BC, the Guarantors and Norrep; and
 - iii. the indebtedness owed by the Applicants to Sprott Resource Lending Corp. and related entities (collectively, “**Sprott**”) (the “**Landdrill Sprott Indebtedness**”) pursuant to a Credit Agreement, as amended, between Sprott (as Lender), Landdrill BC (as Borrower) and Landdrill NB, Landdrill International Inc., a company incorporated pursuant to the laws of Barbados (“**Landdrill Barbados**”) and Landdrill International Mexico S.A. de C.V., a company incorporated pursuant to the laws of Mexico (“**Landdrill Mexico**”) (as Guarantors) (the “**Sprott Credit Agreement**”), which Landdrill Sprott Indebtedness amounted to \$2,858,431.63 (as at

April 10, 2013) and which Landdrill Sprott Indebtedness was acquired from Sprott by Norrep on March 15, 2013.

THIS COURT ORDERS that the GE Payment Amount shall be the all-inclusive amount paid to GE in full and final satisfaction of any and all claims by GE of any kind whatsoever in regard to:

- a) the Landdrill GE Indebtedness;
- b) the Landdrill Asset Sale Proceeds;
- c) any other assets or shares of any one or more of the Applicants, including (without limitation) Landdrill NB, Landdrill BC, Landdrill Mongolia and LLC Landdrill International ("**Landdrill Russia**") (and the proceeds of such assets or shares); and
- d) these CCAA proceedings (including any claims by GE for costs of any and all past, present and pending motions, applications or hearings within these CCAA proceedings).

THIS COURT ORDERS that the Ally Payment Amount shall be the all-inclusive amount paid to Ally in full and final satisfaction of any and all claims by Ally of any kind whatsoever in regard to:

- a) the Ally Conditional Sale Contracts;
- b) the Landdrill Asset Sale Proceeds;
- c) any other assets or shares of any one or more of the Applicants, including (without limitation) Landdrill NB, Landdrill BC, Landdrill Mongolia and Landdrill Russia (and the proceeds of such assets or shares); and
- d) these CCAA proceedings (including any claims by Ally for costs of any and all past, present and pending motions, applications or hearings within these CCAA proceedings).

THIS COURT ORDERS that the De Lage Payment Amount shall be the all-inclusive amount paid to De Lage in full and final satisfaction of any and all claims by De Lage of any kind whatsoever in regard to:

- a) the De Lage Lease;
- b) the Landdrill Asset Sale Proceeds;
- c) any other assets or shares of any one or more of the Applicants, including (without limitation) Landdrill NB, Landdrill BC, Landdrill Mongolia and Landdrill Russia (and the proceeds of such assets or shares); and
- d) these CCAA proceedings (including any claims by De Lage for costs of any and all past, present and pending motions, applications or hearings within these CCAA proceedings).

APPROVAL OF STALKING HORSE AGREEMENTS AND BID PROCESSES

THIS COURT ORDERS that the Share Purchase Agreement dated ●, 2013 between Norrep and Landdrill NB (the “**Share Purchase Agreement**”), pursuant to which Norrep has agreed to purchase from Landdrill NB:

- a) the shares of Landdrill NB in the capital stock of Landdrill Barbados (the “**Landdrill Barbados Shares**”); and
- b) the shares of Landdrill NB in the capital stock of a Netherlands corporation known as Landdrill International Cooperatief UA (the “**Landdrill Netherlands Shares**”) (the Landdrill Barbados Shares and the Landdrill Netherlands Shares are hereinafter collectively described as the “**Landdrill Shares**”);

is hereby approved as a stalking horse agreement, provided that nothing herein approves the sale of the Landdrill Shares on the terms set out in the Share Purchase Agreement and the validity of any sale of the Landdrill Shares will be determined by the Court of Queen’s Bench of New Brunswick on a subsequent motion.

THIS COURT ORDERS that the Bidding Procedures pertaining to the Landdrill Shares, substantially in the form attached as Schedule “●” hereto (the “**Landdrill Shares Bidding Procedures**”), are hereby approved.

THIS COURT ORDERS that the Asset Purchase Agreement dated ●, 2013 between Norrep and Landdrill BC (the “**Asset Purchase Agreement**”) pursuant to which Norrep has agreed to purchase the inter-company indebtedness owed to Landdrill BC by each of Landdrill NB, Landdrill Atlantic, Landdrill Contract Mining Ltd., Landdrill Mexico, Landdrill Mongolia, Landdrill Barbados, Nitasi Landdrill (Quebec) Limited Partnership, Nitasi Landdrill Limited Partnership, Landdrill International Company Limited, Landdrill International Nicaragua, S.A., LLC Landdrill International and Landdrill International SARL (collectively, the “**Landdrill A/R**”) is hereby approved as a stalking horse agreement, provided that nothing herein approves the sale of the Landdrill A/R on the terms set out in the Asset Purchase Agreement and the validity of any sale of the Landdrill A/R will be determined by Court of Queen’s Bench of New Brunswick on a subsequent motion.

THIS COURT ORDERS that the Bidding Procedures pertaining to the Landdrill A/R, substantially in the form attached as Schedule “●” hereto (the “**Landdrill A/R Bidding Procedures**”), are hereby approved.

THIS COURT ORDERS that Landdrill Mexico and all of its directors, officers, agents and employees shall (a) provide to the Monitor or any trustee in bankruptcy of Landdrill NB all information reasonably requested by the Monitor or the trustee in bankruptcy in connection with the sale of the Landdrill Shares, including in order to allow the population of a data room or to provide to potential purchasers, and (b) extend their full co-operation to the Monitor or the trustee in bankruptcy in arranging, facilitating and implementing inspections and viewings of the assets, business activities and operations of Landdrill Mexico by parties who are identified in writing by the Monitor or the trustee in bankruptcy to Landdrill Mexico as *bona fide* participants in the Landdrill Shares Bidding Procedures.

APPROVAL OF THE REPORTS AND ACTIVITIES OF THE MONITOR

THIS COURT ORDERS that the Pre-Filing Report of Ernst & Young Inc., in its capacity as the proposed monitor, dated August 31, 2012, the Second Report of the Monitor dated October 22, 2012, the Third Report of the Monitor dated October 31, 2012, the Fourth Report of the Monitor dated November 6, 2012 and the Confidential Supplement to the Fourth Report of the Monitor, the Fifth Report of the Monitor dated December 7, 2012, the Eighth Report of the Monitor dated March 5, 2013, the Tenth Report of the Monitor dated April 3, 2013, the Eleventh Report of the Monitor dated April 17, 2013, the Twelfth Report of the Monitor dated April 24, 2013 and the Thirteenth Report of the Monitor dated May ●, 2013 (the "**Thirteenth Monitor's Report**") (collectively, the "**Monitor's Reports**") and the activities of the Monitor described in the Monitor's Reports, are hereby approved.

APPROVAL OF FEES AND DISBURSEMENTS OF THE MONITOR

THIS COURT ORDERS that the professional fees and disbursements of the Monitor for the period from August 31, 2012 to May ●, 2013, inclusive, and the Monitor's fees and disbursements to complete its remaining duties and the administration of these CCAA proceedings, all as more particularly described in the Hickey Affidavit and the Thirteenth Monitor's Report, are hereby approved.

THIS COURT ORDERS that the Monitor is authorized and directed to apply the Unpaid Monitor's Fees Amount and its existing retainer (in the amount of \$100,000) in satisfaction of its unpaid fees and disbursements and the fees and disbursements required to complete its remaining duties and the administration of these CCAA proceedings, and shall pay any remaining amount to Norrep.

THIS COURT ORDERS that the professional fees and disbursements of Stikeman Elliott LLP, in its capacity as counsel to the Monitor, for the period from August 31, 2012 to May ●, 2013, inclusive, and Stikeman Elliott LLP's fees and disbursements to complete its remaining duties and the administration of these CCAA proceedings, all as more particularly described in the Taylor Affidavit and the Thirteenth Monitor's Report, are hereby approved.

THIS COURT ORDERS that Stikeman Elliott LLP is authorized and directed to apply the Unpaid Monitor's Counsel's Fees Amount and its existing retainer (in the amount of

\$50,000) in satisfaction of its unpaid fees and disbursements and the fees and disbursements required to complete its remaining duties and the administration of these CCAA proceedings, and shall pay any remaining amount to Norrep.

THIS COURT ORDERS that Stewart McKelvey LLP is authorized and directed to apply its existing retainer (in the amount of \$●) in satisfaction of its unpaid fees and disbursements and shall pay half of any remaining amount of such existing retainer to each of the trustees in bankruptcy of Landdrill BC and Landdrill NB.

DISCHARGE OF THE MONITOR

THIS COURT ORDERS that Ernst & Young Inc. is hereby discharged as Monitor of the Applicants.

THIS COURT ORDERS that notwithstanding the immediate discharge of Ernst & Young Inc. as Monitor of the Applicants and the termination of these CCAA proceedings, the Monitor shall be deemed to have performed its obligations pursuant to this Order, including making the payments contemplated by this Order, in its capacity as Monitor.

THIS COURT ORDERS AND DECLARES that the Monitor has satisfied all of its obligations pursuant to the CCAA and these CCAA Proceedings and shall have no further obligations, liabilities, responsibilities or duties as Monitor, save and except as set forth in this Order.

THIS COURT ORDERS that, in addition to the protections in favour of the Monitor as set out in the Initial Order, in any other Order of this Court in these CCAA Proceedings or the CCAA, Ernst & Young Inc., whether in its capacity as Monitor or otherwise, and Stikeman Elliott LLP, and their respective affiliates and officers, directors, partners, employees and agents (collectively, the “**Released Parties**”) are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this Order in any way relating to, arising out of or in respect of these CCAA Proceedings or this Order (collectively, the “**Released Claims**”), and any such Released Claims are hereby released, stayed, extinguished and forever barred and the Released

Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or willful misconduct on the part of the Released Parties.

THIS COURT ORDERS that no action or other proceeding shall be commenced against Ernst & Young Inc. in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on at least seven days' prior written notice to Ernst & Young Inc. and upon further order securing, as security for costs, the full indemnity costs of the Monitor in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

THIS COURT ORDERS that, notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any of the protections in favour of the Monitor at law or pursuant to the Initial Order.

TERMINATION OF COURT ORDERED CHARGES

THIS COURT ORDERS that each of the Administrative Charge, the Directors' Charge and the DIP Lender's Charge are hereby terminated, discharged and vacated in their entirety and are of no further force or effect.

TERMINATION OF CCAA PROCEEDINGS

THIS COURT ORDERS that the stay of proceedings against Landdrill NB and Landdrill BC provided for in paragraphs 13 and 14 of the Initial Order is hereby lifted for the purpose of permitting the Landdrill NB Bankruptcy Application and the Landdrill BC Bankruptcy Application to be heard and determined.

THIS COURT ORDERS that these CCAA proceedings are hereby terminated and the stay of proceedings against the Applicants provided for in the Initial Order is hereby lifted and shall be of no further force or effect.

TRANSITION FROM CCAA PROCEEDINGS TO BANKRUPTCY

THIS COURT ORDERS that the trustee in bankruptcy of Landdrill NB may assume the rights and obligations of the Monitor contemplated by the Order of this Court dated April 29, 2013 re Approval of Sale of Notre Dame Building (the “**Notre Dame Order**”) and may

file the Monitor's Certificate contemplated by paragraph 6 of the Notre Dame Order with the Court; provided that nothing herein shall affect or reduce the obligation of M. Sylvain Girard to complete the transaction contemplated by the Notre Dame Order.

THIS COURT ORDERS that the trustee in bankruptcy of Landdrill NB may assume the rights and obligations of the Monitor contemplated by the Order of this Court dated February 15, 2013 re Approval of Mongolian Share Purchase Agreement (the "**Mongolian Share Order**") and may file the Monitor's Certificate contemplated by paragraph 6 of the Mongolian Share Order with the Court; provided that nothing herein shall affect or reduce the obligation of Bat-Erdene Batkhuyag to complete the transaction contemplated by the Mongolian Share Order.

THIS COURT ORDERS that the Monitor shall pay over to the trustee in bankruptcy of Landdrill NB the funds currently being held by the Monitor in connection with the Mongolian Share Purchase Agreement and the trustee in bankruptcy shall hold such funds pursuant to the Mongolian Share Purchase Agreement.

THIS COURT ORDERS AND REQUESTS the aid and recognition (including assistance pursuant to Section 17 of the CCAA) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or territory and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of and giving effect to this Order.

Dated at Moncton, New Brunswick this ____ day of May, 2013.

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J.C.Q.B.N.B