

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

**ORDER APPROVING THE KIA  
SETTLEMENT AGREEMENT**

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.: 182818.1/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") 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"), for an Order Approving a Settlement Agreement in relation to the amount owing to Dowland in relation to the KIA Project and the KIA Contract; AND UPON hearing read the Third Report of the Receiver, filed; AND UPON hearing counsel for the Receiver and counsel for various creditors and other interested persons; AND UPON it appearing that the Settlement Agreement is in the best interests of the creditors of Dowland;

IT IS HEREBY ORDERED THAT:

1. The steps and actions taken by the Receiver to negotiate the terms and conditions of the Settlement Agreement dated as of August 6, 2013 attached as Schedule "A" hereto (the

"Settlement Agreement") between NCC Dowland Construction Limited, NCC Investment Group Inc., Dowland Contracting Ltd., Kitikmeot Region Properties Inc. and the Receiver, are hereby approved.

2. The terms and conditions of the Settlement Agreement are hereby approved, and the Receiver is authorized and empowered to carry out the terms and conditions thereof, and in that regard to execute such documents and to give such assurances as are required by the Settlement Agreement.

"Justice D. Thomas"  
J.C.C.Q.B.A.

SCHEDULE "A"

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made as of the 6<sup>th</sup> day of August, 2013 (the "Effective Date")

BETWEEN:

NCC DOWLAND CONSTRUCTION LIMITED ("NCC Dowland")

- and

NCC INVESTMENT GROUP INC. ("NCC Investment")

- and

DOWLAND CONTRACTING LTD. ("Dowland Contracting" or the "Debtor")

and

KITIKMEOT REGION PROPERTIES INC. ("Kitikmeot")

- and

ALVAREZ & MARSAL CANADA INC. in its capacity as receiver (the "Receiver"),  
without security, of all of the Debtor's current and future assets, undertakings and  
properties, and not in its personal or corporate capacity and without personal liability, for  
and on behalf of itself as Receiver and Dowland

WHEREAS:

A. Pursuant to a Unanimous Shareholder Agreement, dated effective July 1, 2010 (the "USA"), Dowland Contracting and NCC Investment agreed, among other things, to incorporate NCC Dowland primarily for the purpose of submitting bids for and obtaining contracts for construction projects ("Construction Contracts") in Nunavut, Canada.

B. The USA states that 100,000 common shares of NCC Dowland ("Common Shares") are issued and outstanding; Dowland Contracting is the registered and beneficial owner of 49,000 issued and outstanding Common Shares and NCC Investment is the registered and beneficial owner of 51,000 issued and outstanding Common Shares.

C. Pursuant to the terms of the USA, among other things, Dowland Contracting and NCC Investment determined which projects they wished to bid on. It was Dowland Contracting's obligation to complete any contract entered into by NCC Dowland in accordance with the terms of the USA.

D. Pursuant to paragraph 5.2 of the USA, all payments received by NCC Dowland under each Construction Contract shall, subject to applicable law, including holdback requirements, be paid over to Dowland Contracting after deduction of the applicable Participation Fee (as defined in the USA) which is payable to NCC Dowland.

E. NCC Dowland entered into a Construction Contract (the "**KIA Contract**") with Kitikmeot, as owner, dated October 19, 2011, in relation to the construction of the KIA office building (the "**KIA Project**") on lands legally described as:

Leasehold Estate Title  
Lot 1  
Block 33  
Plan 3399  
Cambridge Bay in Nunavut (the "**Lands**").

F. Pursuant to the USA, Dowland Contracting completed certain work on the KIA Project and prepared and submitted on behalf of NCC Dowland certain progress billings pertaining to the project to Kitikmeot. Certain amounts remain unpaid with respect to those progress billings, for which a mechanics' lien has been registered against the Lands.

G. Pursuant to an order (the "**Receivership Order**") of Associate Chief Justice J.D. Rooke of the Court of Queen's Bench of Alberta (the "**Court**") dated May 6, 2013 and effective May 21, 2013, Alvarez & Marsal Canada Inc. was appointed as 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, pursuant to the *Bankruptcy and Insolvency Act* (Canada), the *Judicature Act* (Alberta) and the *Personal Property Security Act* (Alberta). Among other things, pursuant to the Receivership Order, all proceedings against the Debtor and the Receiver are stayed.

H. The Receiver was also appointed as receiver over Dowland Industrial Works Ltd and 6070 N.W.T. Limited (the "**Other Receivership Entities**").

I. The Receiver has confirmed that the Other Receivership Entities were not involved in the KIA Contract or the KIA Project and that there are no outstanding obligations owing between NCC Investment, NCC Dowland and the Other Receivership Entities.

J. The Receiver has not performed any work on the KIA Project and has indicated to Kitikmeot and NCC Dowland that it does not intend to, and will not, perform any work on the KIA Project on behalf of Dowland Contracting or otherwise.

K. Among other things, the Receiver has asserted a claim including a mechanics' lien claim against Kitikmeot for outstanding amounts owing with respect to the KIA Project pursuant to the progress billings and the Receiver has also asserted claims against NCC Dowland, NCC Investment and certain of the directors and officers of NCC Investment and NCC Dowland, pursuant to the USA, with respect to the KIA Project.

L. Kitikmeot has asserted a claim against the Receiver with respect to certain amounts which it claims are owed by Dowland Contracting with respect to the KIA Project.

M. Kitikmeot has agreed to complete the KIA Project and in that regard will pay the trade creditors identified in **Schedule "B"** up to a maximum amount of \$2,413,701.10.

N. Subject to, and conditional upon, the Receiver obtaining the Court approval of this Settlement Agreement, as more particularly provided for herein, the parties wish to resolve the claims which they may have against each other.

**NOW THEREFORE** in consideration of the promises and the agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the parties hereby agree as follows:

1. The Recitals to this Settlement Agreement are true and correct as of the date hereof.
2. Dowland Contracting has invoiced NCC Dowland for the total amount of \$5,505,891.24 outstanding (including GST) (the "**Invoices**") inclusive of a mechanics' lien claim for \$5,195,723.86 and Kitikmeot agrees to pay \$5,505,891.24.
3. Kitikmeot claims, and the Receiver agrees, that Kitikmeot is entitled to set off a total amount of \$2,629,522.49 (the "**Set-Off**") against the net amounts agreed to be owed to NCC Dowland, for, inter alia, (i) accounts paid directly from held back funds; (ii) the welding truck rental overcharge; (iii) direct costs incurred to date in continuing the KIA Project; and (iv) payroll costs and certain additional amounts paid to employees.
4. The reconciliation of the Set-Off claimed by Kitikmeot against the net accounts payable / lien claims payable to NCC Dowland and/or Dowland Contracting (the "**Reconciliation**"), attached as **Schedule "A"** to this Settlement Agreement, accurately reflects amounts owing between the parties with respect to the KIA Contract and the KIA Project. For ease of reference, the Invoices are attached to **Schedule "A"**.
5. Pursuant to the Reconciliation, after accounting for the Set-Off, the total amount to be paid by Kitikmeot to the Receiver is \$2,876,368.75 (the "**Settlement Amount**"). in accordance with the terms of this Settlement Agreement.
6. The parties all acknowledge and agree that the obligations of the Receiver hereunder are subject to, and conditional upon, the Court approving this Agreement. The Receiver agrees to seek such approval promptly after execution of this Agreement and in any event by no later than the 16<sup>th</sup> day of August, 2013. The parties agree that all aspects of this Settlement Agreement are conditional upon the Receiver having obtained a final and unappealable Order, in form and content satisfactory to the parties acting reasonably, approving the execution of this Settlement Amount and the transactions provided for herein by no later than the 5<sup>th</sup> day of September, 2013.
7. Kitikmeot, or whomever Kitikmeot may direct, shall pay the Settlement Amount to the Receiver on the closing of the transactions contemplated in this Settlement Agreement.
8. Kitikmeot agrees to complete the KIA Project and pay the trade creditors described in **Schedule "B"** the amounts also set out in **Schedule "B"**, up to a maximum amount of \$2,413,701.10, following Court approval of this Agreement, as contemplated in section 6. Kitikmeot agrees to indemnify and save harmless each of the Receiver and the Debtor from and with respect to all obligations owed to trade creditors described in **Schedule "B"**.

9. Payment of the Settlement Amount to the Receiver shall constitute the full and final satisfaction of any and all claims, including without limitation, any lien claims that the Receiver or Dowland Contracting has or may have against NCC Dowland, NCC Investment and Kitikmeot in relation to the KIA Project and the KIA Contract.
10. Upon closing of the transactions contemplated in this Settlement Agreement, NCC Investment, NCC Dowland and Kitikmeot irrevocably release and forever discharge each of the Receiver, Dowland Contracting and each of their directors, officers, servants, agents and employees from any and all actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, proceedings, liabilities, penalties, sums of money, obligations, interests, damages, claims and demands, recourses or remedies, whatsoever in law or in equity, whether expressed or implied, known or unknown, to which NCC Investment, NCC Dowland and Kitikmeot ever had, now have or may hereafter have against the Receiver or Dowland Contracting arising from and with respect to the KIA Contract and the KIA Project. Upon closing of the transactions contemplated in this Settlement Agreement, each of NCC Dowland, NCC Investment and Kitikmeot further agree not to make any claim or take proceedings against any other person, corporation or legal entity who might claim contribution or indemnity from any party who is a beneficiary of the release provided for in this section 10 only as it relates to the KIA Contract and the KIA Project.
11. Upon closing of the transactions contemplated in this Settlement Agreement, the Receiver and Dowland Contracting irrevocably release and forever discharge each of NCC Investment, NCC Dowland and Kitikmeot, and their directors, officers, servants, agents and employees from any and all actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, proceedings, liabilities, penalties, sums of money, obligations, interests, damages, claims and demands, recourses or remedies, whatsoever in law or in equity, whether expressed or implied, known or unknown, to which the Receiver and Dowland Contracting ever had, now have or may hereafter have against NCC Investment, NCC Dowland or Kitikmeot arising from and with respect to the KIA Contract and the KIA Project. Upon closing of the transactions contemplated in this Settlement Agreement, each of the Receiver and Dowland Contracting further agree not to make any claim or take proceedings against any other person, corporation or legal entity who might claim contribution or indemnity from any party who is a beneficiary of the release provided for in this section 11 only as it relates to the KIA Contract and the KIA Project.
12. From and after the closing of the transactions contemplated in this Settlement Agreement, neither the Receiver nor Dowland Contracting shall file or cause to be filed any builder's lien, mechanic's lien or other type of lien or any claim on or against the Lands.
13. Each of the parties shall, from time to time, promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts as any other party may reasonably request, to give effect to this Settlement Agreement. In particular, and without limitation, the Receiver shall, as soon as reasonably practicable and in no event later than 7 days following Court approval of this Settlement Agreement, deliver or cause to be delivered to legal counsel for Kitikmeot, NCC Dowland and NCC Investment, a registrable discharge of any mechanic's lien registered by or on behalf of Dowland Contracting or the Receiver on the title to the Lands, a discontinuance of any legal action commenced by the Receiver in relation to the Lands

(including without limitation the legal action to enforce a mechanics' lien commenced by the Receiver in relation to the Lands prior to the Effective Date), on a without cost basis, and a registrable discharge of any Lis Pendens filed by or on behalf of Dowland Contracting or the Receiver on the title to the Lands, all on reasonable trust conditions.

14. The Receiver shall assign whatever rights and interests the Receiver has, if any, in the Debtor's supplier warranties and manufacturer warranties to Kitikmeot or Kitikmeot's designee. In addition, the Receiver shall use reasonable commercial efforts to obtain an assignment of the insurance policies related to the KIA Project to Kitikmeot or Kitikmeot's designee. The term "reasonable commercial efforts" shall not include initiating or participating in any legal action or legal proceedings, or any obligation to incur any costs, charges or expenses (including professional fees and disbursements) in excess of \$2,500.00. The Receiver shall also cooperate, to the extent possible, with any reasonable request of Kitikmeot with respect to cancelling insurance policies related to the KIA Project.
15. The Receiver consents to the termination of the KIA Contract for itself and on behalf of Dowland Contracting with effect as of the closing of the transactions contemplated in this Settlement Agreement, on the basis that thereafter Kitikmeot shall be entitled to the benefit of sections 7.1.5, 7.1.6 and 7.1.6 of the KIA Contract with respect to continuing and finishing the work on the KIA Project
16. This Settlement Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.
17. No amendment to this Settlement Agreement shall be effective unless made in writing and signed by all of the parties.
18. This Settlement Agreement embodies the entire agreement and understanding of NCC Investment, NCC Dowland, Kitikmeot, Dowland Contracting and the Receiver with respect to the subject matter hereof and supersedes all prior written or oral commitments, arrangements or understandings with respect thereto.
19. This Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
20. This Settlement Agreement may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page by any of the undersigned by facsimile, "pdf" or email transmission shall be effective as delivery of a manually executed copy by such undersigned.

IN WITNESS WHEREOF the parties have executed this Settlement Agreement as of the Effective Date.

*[Signature Page Follows]*

**NCC DOWLAND CONSTRUCTION  
LIMITED**

Per: John J. ...  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 I/we have the authority to bind the corporation

## NCC INVESTMENT GROUP INC.

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
We have the authority to bind the corporation

**DOWLAND CONTRACTING  
LIMITED**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I We have the authority to bind the corporation

**KITIKMEOT REGION PROPERTIES  
INC.**

Per:  
 Name:  
 Title:  
 We have the authority to find the corporation

**NCC DOWLAND CONSTRUCTION  
LIMITED**

Per: \_\_\_\_\_

Name:

Title:

\* We have the authority to provide a quote.

**NCC INVESTMENT GROUP INC.**

Per: \_\_\_\_\_

Name:

Title:

\* We have the authority to provide a quote.

**DOWLAND CONTRACTING**

**LIMITED**, being a Court appointed receiver, Alberta & British Columbia.

Per: *[Signature]*

Name:

Title:

\* We have the authority to provide a quote.

**KITIKMEOT REGION PROPERTIES  
INC.**

Per: \_\_\_\_\_

Name:

Title:

\* We have the authority to provide a quote.

**NCC DOWLAND CONSTRUCTION  
LIMITED**

Per:

Name:

Title:

(We have the authority to bind the corporation)

**NCC INVESTMENT GROUP INC.**

Per:

Name:

Title:

(We have the authority to bind the corporation)

**DOWLAND CONTRACTING  
LIMITED**

Per:

Name:

Title:

(We have the authority to bind the corporation)

**KUTIKMEOT REGION PROPERTIES  
INC.**

Per:


Name: *Charles B. Sullivan*

Title: *Senior Project Director*

(We have the authority to bind the corporation)

ALVAREZ & MARSAL CANADA INC.  
in its capacity as receiver (the "Receiver"),  
without security, of all of the Debtor's  
current and future assets, undertakings and  
properties, and not in its personal or  
corporate capacity and without personal  
liability, for and on behalf of itself as  
Receiver and Dowland

Per:

  
Name: Robert J. Johnson  
Title: Receiver and Dowland  
Signature is not in ink of the corporation

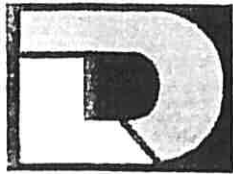
- 8 -

**SCHEDULE A**

**RECONCILIATION OF SET-OFF CLAIMED BY KITIKMEOT AGAINST ACCOUNTS  
PAYABLE / LIEN CLAIMS PAYABLE TO NCC DOWLAND AND DOWLAND  
CONTRACTING**

# Schedule A

Reconcillation of Payment to Dowland/Receiver		
<b>Total Outstanding AR / mechanics' lien claim</b>		
Invoice 09 - Jan 31, 2013	\$1,119,734.60	
Invoice 10 - Feb 28, 2013	\$1,346,514.34	
Invoice 11 - Mar 31, 2013	\$1,214,902.61	
Invoice 12 - Apr 30, 2013	\$1,453,144.01	
Invoice 13 - May 31, 2013	\$371,595.63	\$5,505,891.24
<b>Set Offs</b>		
Accounts Payable listings		
1515 Envelope	(\$175,793.29)	
1516 Own forces	\$663,226.53)	
1517 Subcontractors	(\$1,273,873.48)	
1550 Mechanical	(\$300,807.60)	(\$2,413,701.10)
Welding truck rental (11 months x \$3,000/mth)		(\$37,422.00)
Payroll Outstanding		
Dowland Own forces	(\$113,303.44)	
Dowland Mechanical	\$46,220.28)	
Dowland Envelope	(\$10,375.67)	(\$170,399.39)
<b>Set Off Subtotal</b>		<b>(\$2,620,522.49)</b>
<b>Payable to Receiver</b>		<b>\$2,876,368.75</b>



# DOWLAND

PO BOX 1660 INUVIK, NT X0E 0T0  
PHONE (867) 777-8500  
FAX (867) 777-4106  
EMAIL info@dowland.ca

## INVOICE

Customer ID	Purchase Order	Work Order	Invoice Date	Invoice ID
NCCDOWLAND		10 50 11486	1/31/2013	37085

To: NCC Dowland Construction Ltd  
PO Box 538  
Iqaluit, NU X0A 0H0

Mail Cheque To: Dowland Buildings Ltd.  
PO Box 1660  
29 Industrial Road  
Inuvik, NT X0E 0T0  
Ph:(867)777-8500

Att: Clare Basler

Total costs included on invoice

2,090,913.87

Expenses and disbursements

35,820.37

NCC-Dowland Contracting Ltd. Management

174,204.00

Fee

Amount Billed

\$2,290,938.24

GST/HST (GST# R101474019)

114,546.91

Amount Due

\$2,405,485.15

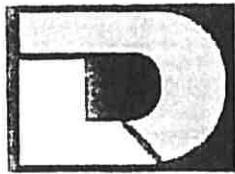
Due Date: 3/2/2013

AMT. MARCH 25/13 L 354,543.797  
PMT APRIL 15/13 L 731,206.867  
2,119,734.50

Dowland Buildings Ltd

Terms: A service charge of 2% per month will be charged on all overdue invoices

CONSTRUCTION, DESIGN & BUILD, PROJECT MANAGEMENT, OIL & GAS SERVICES



# DOWLAND

PO BOX 1660 INUVIK, NT X0E 0T0  
PHONE (867) 777-8500  
FAX (867) 777-4106  
EMAIL info@dowland.ca

## INVOICE

Customer ID	Purchase Order	Work Order	Invoice Date	Invoice ID
NCCDOWLAND		Q 50-11486	2/28/2013	32134

To: NCC Dowland Construction Ltd  
PO Box 538  
Iqaluit, NU X0A 0H0

Mail Cheque To: Dowland Buildings Ltd.  
PO Box 1660  
29 Industrial Road  
Inuvik, NT X0E 0T0  
Ph:(867)777-8500

Total cost included on invoice	1,307,332.64
Expenses and disbursements	136,142.44
NCC-Dowland Contracting Ltd. Management Fee	111,204.41

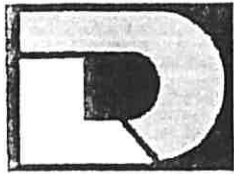
Amount Billed	\$1,282,394.61
GST/HST (GST # R101473315)	\$4,119.73
Amount Due	\$1,346,514.34

Due Date: 3/30/2013

Dowland Buildings Ltd

Terms: A service charge of 2% per month will be charged on all overdue invoices

CONSTRUCTION, DESIGN & BUILD, PROJECT MANAGEMENT, OIL & GAS SERVICES



# DOWLAND

PO BOX 1660 INUVIK, NT X0E 0T0  
PHONE (867) 777-8500  
FAX (867) 777-4106  
EMAIL info@dowland.ca

## INVOICE

Customer ID	Purchase Order	Work Order	Invoice Date	Invoice ID
NCCDOWLAND		Q 50-11406	3/31/2013	32177

To: NCC Dowland Construction Ltd  
PO Box 538  
Iqaluit, NU X0A 0H0

Mail Cheque To: Dowland Buildings Ltd.  
PO Box 1660  
29 Industrial Road  
Inuvik, NT X0E 0T0  
Ph:(867)777-8500

Total costs included on invoice	1,195,312.32
Expenses and disbursements	140,173.21
NCC-Dowland Contracting Ltd. Management fee	101,911.18

Amount Billed	\$1,157,050.29
GST/HST (GST#R101474315)	57,852.51
Amount Due	\$1,214,902.80

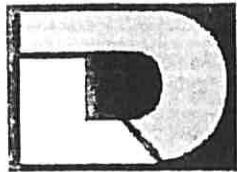
Due Date: 4/30/2013

Dowland Buildings Ltd

Terms: A service charge of 2% per month will be charged on all overdue invoices

CONSTRUCTION, DESIGN & BUILD, PROJECT MANAGEMENT, OIL & GAS SERVICES





# DOWLAND

PO BOX 1660 INUVIK, NT X0E 0T0  
PHONE (867) 777-8500  
FAX (867) 777-4106  
EMAIL info@dowland.ca

## INVOICE

Customer ID	Purchase Order	Work Order	Invoice Date	Invoice ID
NCCDOWLAND		0350-1-1486	6/30/2013	32210

To: NCC Dowland Construction Ltd  
PO Box 538  
Iqaluit, NU X0A 0H0

Mail Cheque To: Dowland Buildings Ltd.  
PO Box 1660  
29 Industrial Road  
Inuvik, NT X0E 0T0  
Ph:(867)777-8500

Total Costs included on invoice	338,909.42
Management Fee	14,991.13

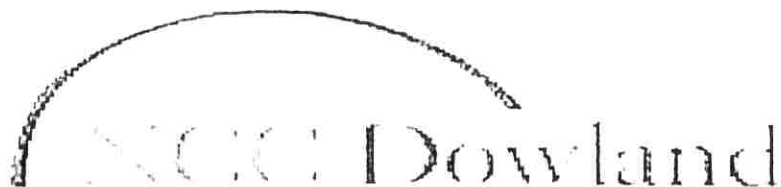
Amount Billed	\$353,900.55
EST.HST (GST #R121474315)	17,695.03
Amount Due	\$371,595.58

Due Date: 6/30/2013

Dowland Buildings Ltd

Terms: A service charge of 2% per month will be charged on all overdue invoices

CONSTRUCTION, DESIGN & BUILD, PROJECT MANAGEMENT, OIL & GAS SERVICES



PO BOX 538 Iqaluit, NU X0A 0H0  
PHONE (867) 975-3357  
FAX (867) 975-3457  
EMAIL info@nccdowland.ca

## INVOICE

Customer ID	Purchase Order	Work Order	Invoice Date	Invoice ID
KITIKMEOTC		Q 50-11486	1/31/2013	32085

To: Kitikmeot Corporation  
PO Box 18  
17 Milik Street  
Cambridge Bay, NU X0B 0C0

Mail Cheque To: NCC Dowland Construction Ltd.  
PO Box 538  
Iqaluit, NU X0A 0H0  
PH: (867)975-3357

Attn: Clare Basler

Total costs included on invoice

2 090 913.87

Expenses and disbursements

25 820.37

NCC Dowland Contracting Ltd. Management Fee  
(10%)

209 091.39

Amount Billed

\$2,325,825.63

GST/HST (15% R101474859)

116,291.28

Amount Due

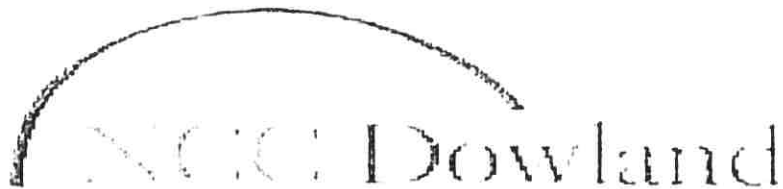
\$2,442,116.91

Due Date: 3/2/2013

NCC Dowland Buildings Ltd

Terms: A service charge of 2% per month will be charged on all overdue invoices

CONSTRUCTION, DESIGN & BUILD, PROJECT MANAGEMENT, OIL & GAS SERVICES



PO BOX 538 Iqaluit, NU X0A 0H0  
PHONE (867) 975-3357  
FAX (867) 975-3457  
EMAIL info@nccdowland.ca

## INVOICE

Customer ID	Purchase Order	Work Order	Invoice Date	Invoice ID
KITIKMEOTC		250-11486	2/28/2013	32133

To: Kitikmeot Corporation  
PO Box 18  
17 Mitik Street  
Cambridge Bay, NU X0B 0C0

Mail Cheque To: NCC Dowland Construction Ltd.  
PO Box 538  
Iqaluit, NU X0A 0H0  
PH: (867)975-3357

Total costs included on invoice	1,307,332.64
Expenses and disbursements	136,142.44
NCC-Dowland Contracting Ltd. Management Fee (10%)	130,733.26

Amount Billed 51,301,923.46

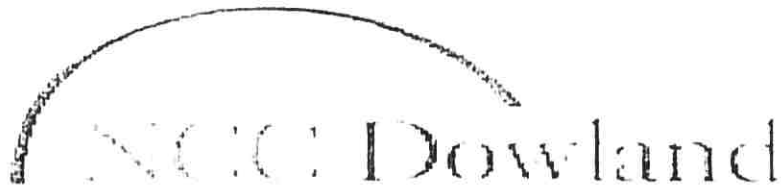
GST/HST (GST# R101473310) 65,096.17

Amount Due 51,367,019.63

Due Date: 3/30/2013

NCC Dowland Buildings Ltd

Terms: A service charge of 2% per month will be charged on all overdue invoices  
CONSTRUCTION, DESIGN & BUILD, PROJECT MANAGEMENT, OIL & GAS SERVICES



PO BOX 538 Iqaluit, NU X0A 0H0  
PHONE (867) 975-3357  
FAX (867) 975-3457  
EMAIL info@nccdowland.ca

## INVOICE

Customer ID	Purchase Order	Work Order	Invoice Date	Invoice ID
KITIKMEOTC			4/31/2013	32178

To: Kitikmeot Corporation  
PO Box 18  
17 Mitik Street  
Cambridge Bay, NU X0B 0C0

Mail Cheque To: NCC Dowland Construction Ltd.  
PO Box 538  
Iqaluit, NU X0A 0H0  
Ph: (867)975-3357

Total costs included on invoice	1,195,312.32
Expenses and disbursements	140,173.22
NCC Dowland Contracting Ltd. Management Fee (10%)	119,531.23

Amount Billed	\$1,174,670.33
GST/HST (GST # R191174315)	\$3,733.52
<b>Amount Due</b>	<b>\$1,233,403.85</b>

Due Date: 4/30/2013

NCC Dowland Contracting Ltd

Terms: A service charge of 2% per month will be charged on all overdue invoices

CONSTRUCTION, DESIGN & BUILD, PROJECT MANAGEMENT, OIL & GAS SERVICES



PO BOX 538 Iqaluit, NU X0A 0H0  
PHONE (867) 975-3357  
FAX (867) 975-3457  
EMAIL info@nccdowland.ca

## INVOICE

Customer ID	Purchase Order	Work Order	Invoice Date	Invoice ID
KITIKMEOTC		Q50-1 1486	4/30/2013	32205

To: Kitikmeot Corporation  
PO Box 18  
17 Mitik Street  
Cambridge Bay, NU X0B 0C0

Mail Cheque To: Dowland Buildings Ltd.  
PO Box 1660  
29 Industrial Road  
Inuvik, NT X0E 0T0  
Ph:(867)777-8500

Total Costs included on invoice	1,258,476.61
Expenses and Disbursements	1,510.11
NCC-Dowland Contracting Ltd. Management fee (10%)	125,847.66

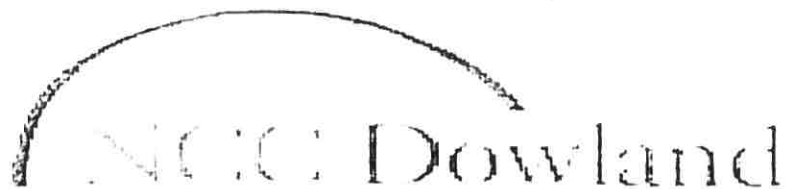
Amount Billed	\$1,385,834.38
(GST/HST (GST# R101474015))	69,291.72
<b>Amount Due</b>	<b>\$1,455,126.10</b>

Due Date: 5/30/2013

NCC Dowland Contracting Ltd

Terms: A service charge of 2% per month will be charged on all overdue invoices

CONSTRUCTION, DESIGN & BUILD, PROJECT MANAGEMENT, OIL & GAS SERVICES



PO BOX 538 Iqaluit, NU X0A 0H0  
PHONE (867) 975-3357  
FAX (867) 975-3457  
EMAIL info@nccdowland.ca

## INVOICE

Customer ID	Purchase Order	Work Order	Invoice Date	Invoice ID
KITIKMEOTC		0250 1-1486	5/31/2013	12209

To: Kitikmeot Corporation  
PO Box 18  
17 Mitik Street  
Cambridge Bay, NU X0B 0C0

Mail Cheque To: NCC Dowland Construction Ltd.  
PO Box 538  
Iqaluit, NU X0A 0H0  
Ph:(867)975-3357

Total Costs included on invoice	338 909 42
NCC-Dowland Contracting Ltd. Management Fee (10%)	33 890 94

Amount Billed	\$372 800 35
GST/HST (ST# R121474415)	13,640 02
<b>Amount Due</b>	<b>\$391,440.38</b>

Due Date: 6/30/2013

NCC Dowland Construction Ltd.

Terms: A service charge of 2% per month will be charged on all overdue invoices

CONSTRUCTION, DESIGN & BUILD, PROJECT MANAGEMENT, OIL & GAS SERVICES

- 9 -

**SCHEDULE B**

**LIST OF TRADE CREDITORS AND AMOUNTS OWING**

### SCHEDULE B

#### Outstanding Vendor Payable List

Vendor	Address 1	City	State	PostalCode	Phone	Fax	Total	Outstanding Amount
101 - 10100000	10100000	10100000	0	10100000	10100000	10100000	10100000	10100000
102 - 10200000	10200000	10200000	0	10200000	10200000	10200000	10200000	10200000
103 - 10300000	10300000	10300000	0	10300000	10300000	10300000	10300000	10300000
104 - 10400000	10400000	10400000	0	10400000	10400000	10400000	10400000	10400000
105 - 10500000	10500000	10500000	0	10500000	10500000	10500000	10500000	10500000
106 - 10600000	10600000	10600000	0	10600000	10600000	10600000	10600000	10600000
107 - 10700000	10700000	10700000	0	10700000	10700000	10700000	10700000	10700000
108 - 10800000	10800000	10800000	0	10800000	10800000	10800000	10800000	10800000
109 - 10900000	10900000	10900000	0	10900000	10900000	10900000	10900000	10900000
110 - 11000000	11000000	11000000	0	11000000	11000000	11000000	11000000	11000000
111 - 11100000	11100000	11100000	0	11100000	11100000	11100000	11100000	11100000
112 - 11200000	11200000	11200000	0	11200000	11200000	11200000	11200000	11200000
113 - 11300000	11300000	11300000	0	11300000	11300000	11300000	11300000	11300000
114 - 11400000	11400000	11400000	0	11400000	11400000	11400000	11400000	11400000
115 - 11500000	11500000	11500000	0	11500000	11500000	11500000	11500000	11500000
116 - 11600000	11600000	11600000	0	11600000	11600000	11600000	11600000	11600000
117 - 11700000	11700000	11700000	0	11700000	11700000	11700000	11700000	11700000
118 - 11800000	11800000	11800000	0	11800000	11800000	11800000	11800000	11800000
119 - 11900000	11900000	11900000	0	11900000	11900000	11900000	11900000	11900000
120 - 12000000	12000000	12000000	0	12000000	12000000	12000000	12000000	12000000
121 - 12100000	12100000	12100000	0	12100000	12100000	12100000	12100000	12100000
122 - 12200000	12200000	12200000	0	12200000	12200000	12200000	12200000	12200000
123 - 12300000	12300000	12300000	0	12300000	12300000	12300000	12300000	12300000
124 - 12400000	12400000	12400000	0	12400000	12400000	12400000	12400000	12400000
125 - 12500000	12500000	12500000	0	12500000	12500000	12500000	12500000	12500000
126 - 12600000	12600000	12600000	0	12600000	12600000	12600000	12600000	12600000
127 - 12700000	12700000	12700000	0	12700000	12700000	12700000	12700000	12700000
128 - 12800000	12800000	12800000	0	12800000	12800000	12800000	12800000	12800000
129 - 12900000	12900000	12900000	0	12900000	12900000	12900000	12900000	12900000
130 - 13000000	13000000	13000000	0	13000000	13000000	13000000	13000000	13000000
131 - 13100000	13100000	13100000	0	13100000	13100000	13100000	13100000	13100000
132 - 13200000	13200000	13200000	0	13200000	13200000	13200000	13200000	13200000
133 - 13300000	13300000	13300000	0	13300000	13300000	13300000	13300000	13300000
134 - 13400000	13400000	13400000	0	13400000	13400000	13400000	13400000	13400000
135 - 13500000	13500000	13500000	0	13500000	13500000	13500000	13500000	13500000
136 - 13600000	13600000	13600000	0	13600000	13600000	13600000	13600000	13600000
137 - 13700000	13700000	13700000	0	13700000	13700000	13700000	13700000	13700000
138 - 13800000	13800000	13800000	0	13800000	13800000	13800000	13800000	13800000
139 - 13900000	13900000	13900000	0	13900000	13900000	13900000	13900000	13900000
140 - 14000000	14000000	14000000	0	14000000	14000000	14000000	14000000	14000000
141 - 14100000	14100000	14100000	0	14100000	14100000	14100000	14100000	14100000
142 - 14200000	14200000	14200000	0	14200000	14200000	14200000	14200000	14200000
143 - 14300000	14300000	14300000	0	14300000	14300000	14300000	14300000	14300000
144 - 14400000	14400000	14400000	0	14400000	14400000	14400000	14400000	14400000
145 - 14500000	14500000	14500000	0	14500000	14500000	14500000	14500000	14500000
146 - 14600000	14600000	14600000	0	14600000	14600000	14600000	14600000	14600000
147 - 14700000	14700000	14700000	0	14700000	14700000	14700000	14700000	14700000
148 - 14800000	14800000	14800000	0	14800000	14800000	14800000	14800000	14800000
149 - 14900000	14900000	14900000	0	14900000	14900000	14900000	14900000	14900000
150 - 15000000	15000000	15000000	0	15000000	15000000	15000000	15000000	15000000
151 - 15100000	15100000	15100000	0	15100000	15100000	15100000	15100000	15100000
152 - 15200000	15200000	15200000	0	15200000	15200000	15200000	15200000	15200000
153 - 15300000	15300000	15300000	0	15300000	15300000	15300000	15300000	15300000
154 - 15400000	15400000	15400000	0	15400000	15400000	15400000	15400000	15400000
155 - 15500000	15500000	15500000	0	15500000	15500000	15500000	15500000	15500000
156 - 15600000	15600000	15600000	0	15600000	15600000	15600000	15600000	15600000
157 - 15700000	15700000	15700000	0	15700000	15700000	15700000	15700000	15700000
158 - 15800000	15800000	15800000	0	15800000	15800000	15800000	15800000	15800000
159 - 15900000	15900000	15900000	0	15900000	15900000	15900000	15900000	15900000
160 - 16000000	16000000	16000000	0	16000000	16000000	16000000	16000000	16000000
161 - 16100000	16100000	16100000	0	16100000	16100000	16100000	16100000	16100000
162 - 16200000	16200000	16200000	0	16200000	16200000	16200000	16200000	16200000
163 - 16300000	16300000	16300000	0	16300000	16300000	16300000	16300000	16300000
164 - 16400000	16400000	16400000	0	16400000	16400000	16400000	16400000	16400000
165 - 16500000	16500000	16500000	0	16500000	16500000	16500000	16500000	16500000
166 - 16600000	16600000	16600000	0	16600000	16600000	16600000	16600000	16600000
167 - 16700000	16700000	16700000	0	16700000	16700000	16700000	16700000	16700000
168 - 16800000	16800000	16800000	0	16800000	16800000	16800000	16800000	16800000
169 - 16900000	16900000	16900000	0	16900000	16900000	16900000	16900000	16900000
170 - 17000000	17000000	17000000	0	17000000	17000000	17000000	17000000	17000000
171 - 17100000	17100000	17100000	0	17100000	17100000	17100000	17100000	17100000
172 - 17200000	17200000	17200000	0	17200000	17200000	17200000	17200000	17200000
173 - 17300000	17300000	17300000	0	17300000	17300000	17300000	17300000	17300000
174 - 17400000	17400000	17400000	0	17400000	17400000	17400000	17400000	17400000
175 - 17500000	17500000	17500000	0	17500000	17500000	17500000	17500000	17500000
176 - 17600000	17600000	17600000	0	17600000	17600000	17600000	17600000	17600000
177 - 17700000	17700000	17700000	0	17700000	17700000	17700000	17700000	17700000
178 - 17800000	17800000	17800000	0	17800000	17800000	17800000	17800000	17800000
179 - 17900000	17900000	17900000	0	17900000	17900000	17900000	17900000	17900000
180 - 18000000	18000000	18000000	0	18000000	18000000	18000000	18000000	18000000
181 - 18100000	18100000	18100000	0	18100000	18100000	18100000	18100000	18100000
182 - 18200000	18200000	18200000	0	18200000	18200000	18200000	18200000	18200000
183 - 18300000	18300000	18300000	0	18300000	18300000	18300000	18300000	18300000
184 - 18400000	18400000	18400000	0	18400000	18400000	18400000	18400000	18400000
185 - 18500000	18500000	18500000	0	18500000	18500000	18500000	18500000	18500000
186 - 18600000	18600000	18600000	0	18600000	18600000	18600000	18600000	18600000
187 - 18700000	18700000	18700000	0	18700000	18700000	18700000	18700000	18700000
188 - 18800000	18800000	18800000	0	18800000	18800000	18800000	18800000	18800000
189 - 18900000	18900000	18900000	0	18900000	18900000	18900000	18900000	18900000
190 - 19000000	19000000	19000000	0	19000000	19000000	19000000	19000000	19000000
191 - 19100000	19100000	19100000	0	19100000	19100000	19100000	19100000	19100000
192 - 19200000	19200000	19200000	0	19200000	19200000	19200000	19200000	19200000
193 - 19300000	19300000	19300000	0	19300000	19300000	19300000	19300000	19300000
194 - 19400000	19400000	19400000	0	19400000	19400000	19400000	19400000	19400000
195 - 19500000	19500000	19500000	0	19500000	19500000	19500000	19500000	19500000
196 - 19600000	19600000	19600000	0	19600000	19600000	19600000	19600000	19600000
197 - 19700000	19700000	19700000	0	19700000	19700000	19700000	19700000	19700000
198 - 19800000	19800000	19800000	0	19800000	19800000	19800000	19800000	19800000
199 - 19900000	19900000	19900000	0	19900000	19900000	19900000	19900000	19900000
200 - 20000000	20000000	20000000	0	20000000	20000000	20000000	20000000	20000000