

## APPENDIX C

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made as of the 6th 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

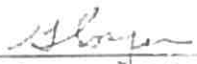
(including without limitation the legal action to enforce a mechanics' lien commenced by the Receiver in relation to the Lands prior to the Effective Date), on a without cost basis, and a registrable discharge of any Lis Pendens filed by or on behalf of Dowland Contracting or the Receiver on the title 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:   
Name: Greg Cayard  
Title: Chairman  
I/We have the authority to bind the corporation

**NCC INVESTMENT GROUP INC.**

Per:   
Name: Greg Cayard  
Title: President & CEO  
I/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: \_\_\_\_\_  
I/We have the authority to bind the corporation

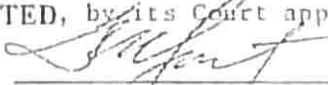
NCC DOWLAND CONSTRUCTION  
LIMITED

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

NCC INVESTMENT GROUP INC.

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

DOWLAND CONTRACTING  
LIMITED, by its Court appointed Receiver, Alvarez & Marsal Canada Inc.

Per:  \_\_\_\_\_  
Name: TODD A. MARTIN  
Title: SENIOR VICE PRESIDENT, ALVAREZ & MARSAL CANADA INC.  
I/We have the authority to bind the corporation

KITHMEOT REGION PROPERTIES  
INC.

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

**NCC DOWLAND CONSTRUCTION  
LIMITED**

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

Name:

Title:

I/We have the authority to bind the corporation

**NCC INVESTMENT GROUP INC.**

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

Name:

Title:

I/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: \_\_\_\_\_

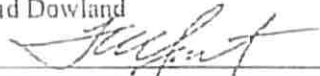
Name: CLARE BASLER

Title: SECRETARY TREASURER

I/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: Todd J. Sparrin

Title: Senior Vice President

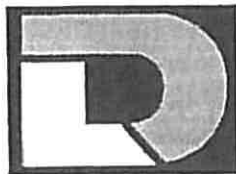
I/We have the authority to bind the corporation

**SCHEDULE A**

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

## Schedule A

Reconcilliation of Payment to Dowland/Receiver			
<b>Total Outstanding AR / mechanics' lien claim</b>			
Invoice 09 - Jan 31, 2013	\$1,119,734.50		
Invoice 10 - Feb 28, 2013	\$1,346,514.34		
Invoice 11 - Mar 31, 2013	\$1,214,902.81		
Invoice 12 - Apr 30, 2013	\$1,453,144.01		
Invoice 13 - May 31, 2013	\$371,595.58	\$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)		
2850 Mechanical	(\$300,807.80)	(\$2,413,701.10)	
Welding truck rental (11 months x \$3,000/mth)		(\$37,422.00)	
Payroll outstanding:			
Dowland Own forces	(\$113,803.44)		
Dowland Mechanical	(\$46,220.28)		
Dowland Envelope	(\$10,375.67)	(\$178,399.39)	
<b>Set Off Subtotal</b>		<b>(\$2,629,522.49)</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](mailto:info@dowland.ca)

## INVOICE

Customer ID	Purchase Order	Work Order	Invoice Date	Invoice ID
NCCDOWLAND		Q-50-11486	1/31/2013	32086

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	25,820.37
NCC-Dowland Contracting Ltd. Management Fee	174,204.00

Amount Billed	\$2,290,938.24
GST/HST (GST# R101474815)	114,546.91

Amount Due \$2,405,485.15

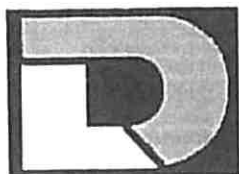
Due Date: 3/2/2013

Dowland Buildings Ltd

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

PMT. MARCH 25/13 < 354,543.79  
PMT APRIL 15/13 < 931,206.86  
\* 1,119,734.50

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

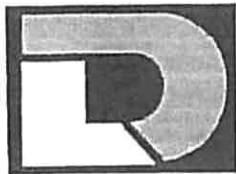
Amount Billed	\$1,282,394.61
GST/HST (GST# R101474815)	64,119.73
<b>Amount Due</b>	<b>\$1,346,514.34</b>

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-50-11486	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

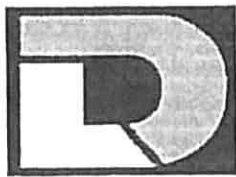
Amount Billed	\$1,157,050.29
GST/HST (GST# R101474315)	57,852.51
<b>Amount Due</b>	<b>\$1,214,902.80</b>

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		Q50-1-1486	4/30/2013	32206

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

Mail Cheque To: Dowland Contracting 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	123,959.95

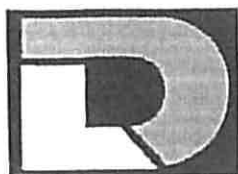
Amount Billed	\$1,383,946.67
GST/HST (GST# R101474815)	69,197.33
<b>Amount Due</b>	<b>\$1,453,144.00</b>

Due Date: 5/30/2013

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



# DOWLAND

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

## INVOICE

Customer ID	Purchase Order	Work Order	Invoice Date	Invoice ID
NCCDOWLAND		Q50-1-1486	5/31/2013	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
GST/HST (GST# R101474815)	17,695.03
<b>Amount Due</b>	<b>\$371,595.58</b>

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 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

Att: 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 (GST# R101474815)	116,291.28
<b>Amount Due</b>	<b>\$2,442,116.91</b>

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		Q-50-11486	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	\$1,301,923.46
GST/HST (GST# R101474815)	65,096.17
<b>Amount Due</b>	<b>\$1,367,019.63</b>

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			3/31/2013	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# R101474815)	58,733.52
<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# R101474815)	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		Q50-1-1486	5/31/2013	32209

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	\$372,800.36
GST/HST (GST# R101474815)	18,640.02
<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

**SCHEDULE B**

**LIST OF TRADE CREDITORS AND AMOUNTS OWING**

**SCHEDULE B**  
**Outstanding Vendor Payable Listing**

Vendor	Address 1	City	Province	Postal Code	Phone	Fax	Email	Outstanding Amount
1311525 Alberta Ltd	9 Graftier Place	Whitehorse	YT	Y1A 0A2	867 645 2188	N/A	N/A	\$ 9,450.00
Aklurash Langer	PO Box 2970	Winnipeg	MB	R3C 1G5	888 801 0007	204 547 3965	accounting@aklurash.com	\$ 166.98
Adler Forestopping Ltd	#23, 53016 HWY 60	Acheson	AB	T7A 5A7	780 962 9475	780 962 9794	erickson@adlerforestopping.com	\$ 57,434.64
Austin Island Lodge	PO Box 18	Cambridge Bay	NU	X0B 0X0	867 983 2345	867 983 2480	adler@adlerislandlodge.com	\$ 3,990.41
Barn Packing Ltd	2308 4th Street	Nisku	AB	T9E 7W5	780 955 3057	780 955 3058	hamp@barnpacking.net	\$ 172.54
Bernie Ltd	489 Fortness Cres	Vernon	BC	V1B 3W3	867 720 2595	867 871 8260	shane@berniebc.ca	\$ 27,110.00
Broadway Management	Box 77	Deserwater	BC	V6E 1W0	780 792 8199	566 748 4887	info@broadway79.com	\$ 22,218.81
Buffalo Airways Ltd	1000 Buffalo Drive	Hay River	NT	X0A 0H9	867 874 1111	867 874 3572	info@buffaloairways.com	\$ 45,001.49
Canadian North Inc	Suite 300, 5201 50th Ave	Yellowknife	NT	X1A 3S7	867 669 4040	867 673 2018	dmack@canadnorth.ca	\$ 11,259.48
Canter Interprice Canada	PO Box 27421	Toronto	ON	M5W 5H0	1 800 501 5178	289 295 6310	canter@canterinterprice.com	\$ 1,543.43
CP Distributors	4715 Lemak Road	Edmonton	AB	T2B 1A1	780 458 6754	780 465 3278	debbie@cpdistributors.ca	\$ 8,182.65
Cross Country Enterprises	PO Box 2278	Inuvik	NT	X0E 0T0	780 720 1901	N/A	dmack@ccedistributors.com	\$ 4,725.00
Deton/Olo Corporation	PO Box 1287	Yellowknife	NT	X1A 2P3	867 873 6533	867 873 5308	don@detonolo.com	\$ 1,128.17
Diamond Glass Ltd	379 Old Airport Road	Yellowknife	NT	X1A 2P2	867 873 9178	867 873 3719	diamondglass@detonolo.ca	\$ 42,096.56
Edmonton Fasteners & Tools	6619 43 Ave	Edmonton	AB	T6C 5R2	780 434 1666	780 484 1392	shawn@edmontonfasteners.com	\$ 7,704.47
Engineered Air	1401 Hastings Cres	Calgary	AB	T2C 4G8	403 287 2560	403 538 0079	accounting@engineeredair.com	\$ 17.74
Hill Canada Corporation	2360 Meadowspring Blvd	Mississauga	ON	L5B 6S2	905 881 4458	918 252 1810	deanna@hillsouth.com	\$ 3,073.54
Ikaklutak Co-Op	Box 38	Cambridge Bay	NU	X0B 0C0	867 983 2215	N/A	N/A	\$ 25,000.00
Iron North - Arctic Island Lodge	PO Box 18	Cambridge Bay	NU	X0B 0C0	867 983 2345	867 983 2480	adler@adlerislandlodge.com	\$ 49,241.22
Igo Services Ltd	PO Box 2076	Cambridge Bay	NU	X0B 0C0	867 983 2268	867 983 2258	info@igoedmonton.com	\$ 45,640.11
Kikimost Corporation	Box 18	Cambridge Bay	NU	X0B 0C0	867 983 2203	N/A	N/A	\$ 1,133.83
Kikimost Supplies Ltd	PO Box 1299	Cambridge Bay	NU	X0B 0C0	867 983 2227	867 983 2220	info@kikimostsupplies.com	\$ 14,113.08
Kinnuna Property Inc	PO Box 92	Cambridge Bay	NU	X0B 0C0	867 983 7500	867 983 7501	info@kinnunaproperty.com	\$ 486,945.19
Klonick Welding Ltd	15 MacDonald Road	Whitehorse	YT	Y1A 4L1	867 633 1355	867 631 3915	bill@klonickwelding.com	\$ 511,419.46
Loak HVAC Systems	Box 654	Yellowknife	NT	X1A 2N5	867 669 7347	867 669 0487	LoakHVAC@shaw.ca	\$ 118,600.00
Mag Tool	14208 128 Ave	Edmonton	AB	T5L 3H5	780 447 1904	780 447 2056	info@magtool.com	\$ 590.48
Manitoun Transport Inc	PO Box 339	Glace Bay	ON	P0P 1H0	705 282 2640	705 282 2269	krishna@manitountransport.com	\$ 8,862.47
Municipality of Cambridge Bay	PO Box 45	Cambridge Bay	NU	X0B 0C0	867 983 4650	867 983 2191	frontdesk@cambridgebay.ca	\$ 4,942.03
Netlon Roofing & Sheet Metal	Box 970	Cambridge Bay	NU	X0B 0C0	867 983 4650	250 336 8089	info@netlonroofing.com	\$ 164,117.66
Northlands Construction Supplies	11531 160 Street	Edmonton	AB	T5M 3V9	780 452 3481	780 451 0966	tim@northlandscs.com	\$ 271.95
Northwest Inc	PO Box 2710	Whitehorse	YT	Y1A 4Z8	855 840 5274	N/A	info@northwestinc.ca	\$ 2,283.04
Novatol Power	PO Box 420	Baker Lake	NT	X0C 0A0	867 979 7500	867 979 7537	novatol@novatol.ca	\$ 4,920.42
Pac Chemicals Ltd	4414 97 Street	Edmonton	AB	T6T 5R9	587 773 5510	587 773 5515	lars@pacchemical.com	\$ 95.77
Pearl Edmonton	1840 53 Ave	Edmonton	AB	T6C 1H7	905 803 1843	N/A	alex@pearlcityofedmonton.com	\$ 1,291.73
Quality HVAC Products	15706 116 Ave	Edmonton	AB	T5M 3S5	780 443 1215	780 455 1446	steve@qualityhvac.com	\$ 12,427.17
Refrigerative Supply	4715 Roper Road	Edmonton	AB	T6B 3S5	604 435 7151	604 435 4741	hazh@refsupply.ca	\$ 1,166.97
Rylan Electric Ltd	Box 1815	Yellowknife	NT	X1A 2P4	867 873 6158	867 873 6159	rylan@rylanelectric.ca	\$ 106,878.75
Stonewall Spindlers Co	22 Feather Lane	Inhofe	NT	X2T 1G9	867 883 7652	867 883 7642	stonewall@stglink.ca	\$ 57,393.50
Sun Air Services Ltd	PO Box 2441	Yellowknife	NT	X1A 2P8	867 873 2047	867 873 9679	sunair@stglink.ca	\$ 41,498.16
Superna Propane	PO Box 2875 Station Rd	Calgary	AB	T2V 5G1	877 873 3467	866 421 3764	superna@supernapropane.com	\$ 17,150.00
Hyponikrapp Elevator	10210 176 Street	Edmonton	AB	T5C 1J2	416 791 2262	416 254 8122	ed@hysk@edmontonhysk.com	\$ 18,059.01
Torimont Cat	1131 Highway 7 West	Concord	ON		416 687 5517	416 687 5546	N/A	\$ 182,307.62
True Gait Scaffolding & Erection	19-2604 TWP Rd 543	Sturgeon County	AB	R8T 0B6	780 459 1996	780 459 6889	dmack@truegait.ca	\$ 4,851.00
Vestram Inc	2026 7th Street	Nisku	AB	T9E 0H1	780 979 0166	780 955 8916	info@vestram.ca	\$ 1,627.50
Whitebear Insulation Ltd	#114, 9708 170 Street	Edmonton	AB	T5T 5L4	780 484 0751	780 484 0751	info@whitebearinsulation.ca	\$ 9,568.44
Walseley - Ottawa	1412 Star Top Road	Ottawa	ON	K1B 4V7	403 243 8790	403 214 6441	mlaine@walseley.ca	\$ 9,119.68
Walseley - Ottawa	16434 116 Ave	Edmonton	AB	T5C 2W8	403 243 8790	403 214 6441	mlaine@walseley.ca	\$ 121.49
Walseley - Canada	16434 116 Ave	Edmonton	AB	T5C 2W8	403 243 8790	403 214 6441	mlaine@walseley.ca	\$ 10,041.05
Walseley - Edmonton	16434 116 Ave	Edmonton	AB	T5C 2W8	403 243 8790	403 214 6441	mlaine@walseley.ca	\$ 2,411,701.10