

## Confirmation of Coverage(s) Bound

If this Fax is unclear, or if you have any questions or require additional information, please contact Alyce Johnson at 610-458-4762

To: Terri Tirimacco	From: Alyce Johnson for Joe Madigan
Company: Marsh Canada Limited	XL Insurance Unit/Division: USG - Facilities
Fax:	E-Mail Address: Alyce.Musser@xlgroup.com
CC: Joe Madigan and Deanna Reczek	Fax Replies To:
Re: Nasittuq Corporation	Date: 9/28/06
	Page 1 of 1 (Including cover sheet)

Thank you for your business. Please be advised that we have bound coverage for the above referenced account. This company binds the kind(s) of insurance stipulated below, per the quote letter dated 9/7/2006:

**As stated in our quote to you, we require all endorsements with a signature line to be returned to XL Insurance prior to our issuing any policies.**

**COMMENTS:** Premium for XL Insurance Company Limited Canada Policy Payable in **Canadian Dollars Only** to Toronto Ontario Address.

Insurance Company	Line of Coverage	Policy Term	Policy Number
XL Insurance Company Limited 100 Yonge Street, Suite 1802 Toronto, Ontario M5C 2W1	Pollution and Remediation Legal Liability	9/30/06 - 9/30/09	PCN001048103



### CONDITIONS:

This Company binds the kind(s) of insurance stipulated above. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

Any request to amend, add, or modify terms and conditions or scope of coverage of the policy(ies) will not serve to alter the terms and conditions or scope of coverage until written acknowledgement and approval to such request is provided by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.



# CHUBB INSURANCE COMPANY OF CANADA

ONE FINANCIAL PLACE, 1 ADELAIDE ST. E., TORONTO, ONT. M5C 2V9

Telephone (416) 863-0550  
Facsimile (416) 863-5010

September 28, 2006

Terri Tirimacco  
Marsh Canada Limited  
161 Bay Street, #1400  
Toronto, ON M5J2S4

Subject: Nasittuq Corporation

**Policy Type**

**Policy Number**

ENV OTHER

37309647

Dear Terri :

## **BINDER & BILL**

The following is our Binder Confirmation for the above captioned client:

**Company:** Chubb Insurance Company Of Canada

**Term:** 09/30/2006 **to** 09/30/2009

**Policy Commission:** 12.50%

**Term Premium:**

### **SECTION II** **Limits of Liability**

Options	Limits of Liability Each Incident/Agg. Limit	Premium (3yr Policy Term)
1	\$25mm/\$25mm XS of \$75mm	

#### **Please Note:**

1. Defense is within the Limits of Liability.
2. Multi year policies apply with a single aggregate that is not reinstated annually.
3. Policy premium will be 100% earned at policy inception.

### **SECTION III** **Applicable Amendments**

*The precise coverage afforded is subject to the terms and conditions of the policies issued. All endorsements may or may not be listed here and are subject to change based upon underwriting. Various state and other mandatory forms may apply.*

The policy will be amended as follows:

Attach	Form Number	Title
X	07-02-0541A	Chubb Excess Liability Insurance – SL
X	07-02-0541B	Asbestos Exclusion
X	07-02-0541C	Mould Exclusion
X	07-02-0541D	Terrorism Exclusion
X	07-02-0541E	Cancellation – 100% Earned

#### **SECTION IV | Conditions**

The above premium indication is subject to the following conditions:

1. Receipt and satisfactory review of an **original, signed** application, *prior to binding coverage*.
2. A current balance sheet and audited financials of the insured for the past three years.
3. An engineering survey (at CES's expense) by a CES-acceptable firm may be performed in the upcoming policy period.
4. Receipt of the insured's response to the recommendations of the engineering survey requested by CES within sixty (60) days of receipt of such recommendations.
5. Updated spill history prior to binding coverage.

#### **IMPORTANT BINDER CONDITIONS:**

Coverage has been bound on this account according to the terms and conditions outlined in our quote.

**Please notice that these conditions are not necessarily in compliance with conditions requested in your submission. The terms and conditions of this binder may not comply with the specifications submitted for consideration. All of the terms and conditions of the policy to be issued are hereby incorporated into this binder letter. This binder terminates upon the earlier of (i) cancellation; or (ii) issuance of the policy.**

This binder is intended for use as evidence that insurance described above has been effected for the term indicated, against which the above policy will be issued. Please advise us immediately of any discrepancies, inaccuracies or necessary changes.

To the extent any such prohibitions apply, this binder is void ab initio.

Please call me with any questions or comments.



181 Bay Street  
BCE PLACE  
Suite 1000  
Toronto, Ontario  
M5J 2T3  
Direct: 416-216-4759  
Fax: 416-365-9302

TO: Terri Tirimacco  
Marsh Canada, Ltd.  
Toronto, Ontario

REGARDING: Nasittuq Corporation  
#100, 170 Laurier Avenue  
West Ottawa, Ontario K1P 5V5

DATE: 9-29-06

Sent Via E-Mail

## EXCESS FOLLOW FORM BINDER

**POLICY NUMBER:** TL1-B71-100764-026

**POLICY FORM:** Pollution Legal Liability – Fixed Site Coverage Excess Policy (TL)

Insurance under this policy shall be excess of the Underlying Insurance noted below. Coverage shall attach only after such Underlying Insurance has been exhausted by payment of claim(s). Coverage under this policy shall be no broader than coverage provided under the exhausted Underlying Insurance i.e. no drop down coverage.

**COMPANY:** Liberty International Underwriters Canada,  
(a division of Liberty Mutual Insurance Company)  
181 Bay Street, Suite 1000, Toronto, Ontario, M5J 2T3

**POLICY PERIOD:** September 30, 2006 to September 30, 2009

**LIMIT OF LIABILITY:** CAD \$25,000,000 Each Loss  
CAD \$25,000,000 Aggregate  
such limits are excess of Underlying Insurance  
Note: Limits apply over policy term e.g. no reinstatement

**UNDERLYING INSURANCE:** Carrier: XL Insurance Company, Ltd.  
Wording: XLICL-PARL5CP (5/04)  
Policy No: PCN 001048103  
Policy Limits: CAD \$ 50,000,000

**PREMIUM:** CAD

**COMMISSION:** 12%

**TAXES:** Applicable taxes to apply in addition to premium

**ADDITIONAL POLICY TERMS AND CONDITIONS:**

- Per underlying
- Expiring end 1 to apply (Liberty Mutual Notice Endorsement)
- Expiring end 2 to apply (Manuscript No Drop Down - Sub limit Exclusion)
- 100% minimum earned premium endorsement to apply
- Terrorism exclusion to apply

**SUBJECT TO:**

This binder is subject to receipt and review of the following requested information within 21 days of binding:

- Copy of underlying binder
- Completed LIU application
- Copy of underlying primary policy when issued

**Note: Amounts are indicated in Canadian dollars. Premium is due in full within 60 days of the effective date to **Liberty International Underwriters Canada**.**

Thanks for allowing us the opportunity to quote.

Regards



\_\_\_\_\_  
Liberty International Underwriters Canada  
Liberty Mutual Insurance Company

Aon Reed Stenhouse Inc.  
125-9th Avenue S.E.  
Suite 2700  
Calgary, AB T2G 0P9

This Cover Note evidences that, in consideration of payment to be made by the Insured of the premium specified, the insurance stated below has been placed with the Insurer(s) named subject to the terms, conditions, exclusions and provisions contained in the policy to be issued and any endorsements attached thereto.

This insurance may be terminated by Insurer or Insured in accordance with the relevant provisions of the Insurer's usual policy for this type of risk unless otherwise specified below. Subject to the foregoing this Cover Note is effective until replaced by delivery of the Insurer's written contract.

Name of Insured	Nasittuq Corporation As Agent, Nominee And Bare Trustee For The Joint Venture Between Atco Frontec Corp. And Pan Arctic Inuit Logistics Corporation and Nasittuq Corporation
Address of Insured	c/o ATCO Frontec Corp. 300, 909 - 11th Avenue S.W. Calgary, AB T2R 1L8

## AVIATION GENERAL LIABILITY

### Policy Form

- Insurer's Wording - Aviation General Liability

### Premises & Operations Liability

- All Operations Usual to the Business of the Insured

### Products Liability

- Products Insured
  - All Products Usual to the Insured's Operations

### Hangarkeeper's Liability

- Ground Risks only

### Limits of Liability

Premises & Operations - Each Occurrence	50,000,000
Products & Completed Operations, Each Occurrence & in the Annual Aggregate	50,000,000
Hangarkeeper's Liability (Ground Risks Only)	
Any One Aircraft	50,000,000
Any One Occurrence	50,000,000
Non-Owned Aircraft Liability	50,000,000

### IMPORTANT

PLEASE EXAMINE THIS COVER NOTE AND NOTIFY US IMMEDIATELY IF ANY CHANGE IS REQUIRED  
THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

OR, IN THE CASE OF AUTOMOBILE INSURANCE,

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

**Sublimits**

Personal Injury - Each Occurrence & in the Annual Aggregate 25,000,000  
 Including Advertising Injury

**Aviation General Liability Deductibles**

Hangarkeeper's Liability, Each Occurrence 15,000

**Aviation General Liability Special Endorsements/Extensions**

- Date Recognition Exclusion Limited Write-back

**General Terms & Conditions**

- Territorial Limits - Worldwide
- Locations Insured: Various premises and locations at which the Insured operates and aviation operations at which the Insured may become involved.
- Additional Named Insured: Her Majesty the Queen in Right of Canada, acting through and represented by the Minister of Public Works and Government Services
- Additional Insured: Atco Ltd., Canadian Utilities Limited, Labrador Inuit Development Corporation, Makivik Corporation, Nunasi Corporation, Inuvialuit Development Corporation,
- Qikiqtaaluk Corporation, Kitikmeot Corporation and Sakku Investments Corporation.

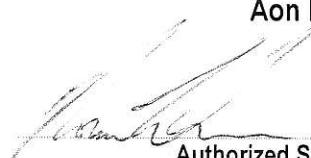
All other Terms and Conditions as per actual policy to be issued.

**Policy Period** 01 December 2008 to 01 December 2009  
 Both dates as at 12:01 a.m. Standard Time at the address of the Insured as shown above.

**Coverage Effective** 01 December 2008

<b>Insurer</b>	<b>Intermediary</b>	<b>Interest</b>	<b>Premium</b>
Aviation Underwriters At Lloyd's	Aon Group Limited	85.00%	
Allianz Global Risks US Insurance		15.00%	
Company			100.00%
Total			

Aon Reed Stenhouse Inc.

  
 Authorized Signature

Dated 02 December 2008

**IMPORTANT**

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OR, IN THE CASE OF AUTOMOBILE INSURANCE,

**THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE**

**AON**

Aon Reed Stenhouse Inc.  
125-9th Avenue S.E  
Suite 2700  
Calgary, AB T2G 0P9

This Cover Note evidences that, in consideration of payment to be made by the Insured of the premium specified, the insurance stated below has been placed with the Insurer(s) named subject to the terms, conditions, exclusions and provisions contained in the policy to be issued and any endorsements attached thereto.

This insurance may be terminated by Insurer or Insured in accordance with the relevant provisions of the Insurer's usual policy for this type of risk unless otherwise specified below. Subject to the foregoing this Cover Note is effective until replaced by delivery of the Insurer's written contract.

**Name of Insured** Nasittuq Corporation Full Name of Insured: Nasittuq Corporation as agent, nominee, and bare trustee for the Joint Venture between ATCO Frontec Corp. and Pan Arctic Inuit Logistics Corporation, and the said ATCO Frontec Corp. and Pan Arctic Inuit Logistics Corporation

**Address of Insured** c/o ATCO Frontec Corp.  
300, 909 - 11th Avenue S.W.  
Calgary, AB T2R 1L8

## PROFESSIONAL LIABILITY

### Policy Form - Insurer wording

#### Professional Services

- Engineers
- Architects

#### Limits of Liability

Any one claim and in the aggregate including all costs and expenses 10,000,000

#### Deductibles

Each and every claim including costs and expenses 200,000

#### Special Endorsements/Extensions

- United States of America Jurisdiction Inclusion
- Dishonesty of Employees Extension
- Breach of Copyright Extension
- Reinstatement Clause Extension
- Loss of Documents Extension. Sublimit is \$100,000 excess of \$1,000 (deductible)
- Libel and Slander Extension

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**Special Exclusions/Restrictions**

- Asbestos
- Associated Companies Clause
- War and Terrorism Exclusion - NMA 2918
- Organic Growths Exclusion - LSW 1127
- Nuclear Incident Exclusion Clause - NMA 1978
- Service of Suit Clause (Canada) - NMA 1970b
- Additional Conditions Endorsement

**Terms & Conditions**

- Territory - Worldwide
- Cancellation/Termination for non-payment of premium, Policy Conditions govern
  - For any other reason, Number of Days Notice - 30 Days
- Payment Terms: 30 days
- Costs in Addition as per Quebec Civil Code, as applicable
- Principal as a Named Insured: Her Majesty the Queen/Public Works and Government Services (applicable to the North Warning System Contract)

All other Terms and Conditions as per actual policy to be issued.

**Policy Period** 30 September 2008 to 30 September 2009  
Both dates as at 12:01 a.m. Standard Time at the address of the Insured as shown above.

**Coverage Effective** 30 September 2008

Insurer	Intermediary	Interest	Premium
Non-Marine Underwriters At Lloyd's	Aon Group Limited	100.00%	
Total		100.00%	

Aon Reed Stenhouse Inc.

  
Authorized Signature

Dated 02 October 2008

**IMPORTANT**

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OR, IN THE CASE OF AUTOMOBILE INSURANCE,

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Aon Reed Stenhouse Inc.  
125-9th Avenue S.E  
Suite 2700  
Calgary, AB T2G 0P9

This Cover Note evidences that, in consideration of payment to be made by the Insured of the premium specified, the insurance stated below has been placed with the Insurer(s) named subject to the terms, conditions, exclusions and provisions contained in the policy to be issued and any endorsements attached thereto.

This insurance may be terminated by Insurer or Insured in accordance with the relevant provisions of the Insurer's usual policy for this type of risk unless otherwise specified below. Subject to the foregoing this Cover Note is effective until replaced by delivery of the Insurer's written contract.

Name of Insured	Nasituq Corporation
Address of Insured	c/o ATCO Frontec Corp. 300, 909 - 11th Avenue S.W. Calgary, AB T2R 1L8

## PROPERTY

### Locations Insured

- As on File

### Perils Insured

- All Risks of Direct Physical Loss or Damage (except as excluded)
  - Earth - movement included
  - Flood Included

### Limits of Liability

Any One Occurrence	150,000,000
Miscellaneous Unnamed Locations - per location	5,000,000
Earth Movement - annual aggregate	6,000,000
Earth Movement - per occurrence	3,500,000
Flood - annual aggregate	6,000,000
Flood - per occurrence	3,500,000
Terrorism	1,000,000
Accounts Receivable	5,000,000

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1

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

**AON**

**Sublimits**

Debris Removal	15,000,000
Errors & Omissions	5,000,000
Extra and Expediting Expense	5,000,000
Service Interruption	5,000,000
Including Property Damage	
Date, Programs, or Software	5,000,000
Laptop Computers	157,500
Professional Fees (plus 50% of amount recoverable under this coverage in excess of \$35,000)	35,000
Fine Arts - but not to exceed \$10,000. per item for irreplaceable Fine Arts	5,000,000
Land and Water Contamination Cleanup, Removal and Disposal in the Aggregate during any policy year	50,000

**Deductibles**

- As per attached schedule

**Special Endorsements/Extensions**

- Automatic Cover Reporting - No. of Days - 90

**General Conditions**

- Cancellation/Termination for non-payment of premium Statutory Conditions govern
  - For any other reason, Number of Days Notice - 90 Days
- Limits/Exclusions more fully defined in the Policy Wording

All other Terms and Conditions as per actual policy to be issued.

**Policy Period** 30 September 2008 to 30 September 2009  
Both dates as at 12:01 a.m. Standard Time at the address of the Insured as shown above.

**Coverage Effective** 30 September 2008

Insurer	Interest	Premium
Factory Mutual Insurance Co.	100.00%	
Total	100.00%	

Aon Reed Stenhouse Inc.

  
Authorized Signature

Dated 02 October 2008

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**THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE**

Aon Reed Stenhouse Inc.  
125-9th Avenue S.E  
Suite 2700  
Calgary, AB T2G 0P9

This Cover Note evidences that, in consideration of payment to be made by the Insured of the premium specified, the insurance stated below has been placed with the Insurer(s) named subject to the terms, conditions, exclusions and provisions contained in the policy to be issued and any endorsements attached thereto.

This Insurance may be terminated by Insurer or Insured in accordance with the relevant provisions of the Insurer's usual policy for this type of risk unless otherwise specified below. Subject to the foregoing this Cover Note is effective until replaced by delivery of the Insurer's written contract.

Name of Insured	Nasituq Corporation
Address of Insured	c/o ATCO Frontec Corp. 300, 909 - 11th Avenue S.W. Calgary, AB T2R 1L8

## AUTOMOBILE OWNERS FORM

### Policy Forms

- Ontario Auto Policy (OAP 1) Owner's Form
- Standard Auto Policy (SPF No. 1) Owner's Form

### Vehicles Insured

- All Automobiles Owned by, Licensed and/or Leased to the Named Insured

### Ontario OAP 1 Owner's Form

#### Insuring Agreements

##### Section 3: Liability

Limit	1,000,000
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##### Section 4: Accident Benefits

Basic Benefits

##### Section 6: Direct Comp/Property Damage

As per Policy

##### Section 7: Loss or Damage

##### D. All Perils Deductible

1,000

Applicable to - Private Passenger, Light Trucks and ATVs

##### Deductible

2,500

Applicable to - Heavy Trucks valued \$100,000. or less

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THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Deductible 7,000  
 Applicable to - Heavy Trucks valued \$101,000 to \$200,000

Deductible 10,000  
 Applicable to - Heavy Trucks valued \$201,000 or over

**Special Endorsements/Extensions**

OPCF 3 - Drive Government Automobiles

OPCF 5 - Permission to Rent or Lease (Specified Lessee)

OPCF 21B - Blanket Fleet Coverage

Adjustment 50/50 Basis

OPCF 44R - Family Protection Coverage

Type of Vehicle(s) Private Passenger and Light Commercial Vehicles

**Special Exclusions/Restrictions**

OPCF 30 - Removing Coverage for Attached Machinery

**Standard SPF 1 Owner's Form**

**Insuring Agreements**

**Section A: Third Party Liability**

Limit 1,000,000

**Section B: Accident Benefits** As Per Provincial Requirements

**Section C: Loss or Damage to Insured Automobile**

**1. All Perils Deductible**

Deductible 1,000  
 Applicable to - Private Passenger, Light Trucks and ATVs

Deductible 2,500  
 Applicable to - Heavy Trucks valued \$100,000. or less

Deductible 7,000  
 Applicable to - Heavy Trucks valued \$101,000 to \$200,000.

Deductible 10,000  
 Applicable to - Heavy Trucks valued \$201,000 or over

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## Special Endorsements/Extensions

SEF 3 - Drive Government Automobiles

SEF 5 - Permission to Rent or Lease (Specified Lessee)

SEF 21b - Blanket Basis Fleet

Adjustment

50/50 Basis

SEF 44 - Family Protection

Type of Vehicles

Private Passenger and Light  
Commercial Vehicles

## Special Exclusions/Restrictions

SEF 30 - Excluding Operation of Attached Machinery

## General Conditions

Termination for non-payment of premium Statutory Conditions govern

For any other reason, Number of Days Notice

60 Days

Additional Named Insured: Her Majesty the Queen in Right of Canada, acting  
through and represented by the Minister of Public Works and Government Services.

All other Terms and Conditions as per actual policy to be issued.

Policy Period	30 September 2008 to 30 September 2009 Both dates as at 12:01 a.m. Standard Time at the address of the Insured as shown above.	
Coverage Effective	30 September 2008	
Insurer	Interest	Premium
Zurich Insurance Company	100.00%	
Total	100.00%	

Dated 29 September 2008

Aon Reed Stenhouse Inc.


  
Authorized Signature

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THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE