

June 18, 2010

Deh Cho Bridge Corporation Ltd.
P.O. Box 299
Fort Providence, NT X0E 0L0

Attention: Michael Vandell, President

Dear Sirs and Mesdames:

Re: Deh Cho Bridge Corporation Ltd. ("DCBC") Transition Matters

Further to our recent discussions, this letter (the "**Letter**" or the "**Agreement**") sets out the framework and principles of the transition arrangements to be implemented by the Government of the Northwest Territories ("**GNWT**") and DCBC in connection with and following the termination of the Deh Cho Bridge Project Concession Agreement (the "**Concession Agreement**") for the Deh Cho Bridge Project (the "**Project**"). While it is anticipated that further detail and documentation may be required on many of the matters contained herein, this Letter is intended to constitute a legally binding agreement between the parties with respect to the matters dealt with herein. Except where otherwise indicated, this Agreement and the agreements referred to herein are to be effective March 31, 2010 (the "**Effective Date**"). Capitalized terms used and not defined herein have the meaning ascribed to them in the Concession Agreement.

1. Concession Agreement. The Concession Agreement (save and except for the provisions of Subsection 11.3(a)) is terminated as of the Effective Date as a result of the occurrence of a Termination Event under Subsection 18.1(a) of the Concession Agreement and all rights of DCBC under the Concession Agreement will cease as of the Effective Date. As such terms are used in the Concession Agreement, the End Date is March 31, 2010 and the Reversion Date is April 1, 2010. For greater certainty, Article 21 of the Concession Agreement will have no application to the termination. Without limiting the generality of the foregoing, GNWT hereby:

- (a) waives any right it has under Subsection 22.1(i) of the Concession Agreement to require DCBC to complete or cause to be completed any or all of the Work; and
- (b) waives any right it has against DCBC under Subsection 22.1(j) of the Concession Agreement.

2. Construction Contract. Pursuant to Subsection 22.1(d) of the Concession Agreement, GNWT is exercising its option to require DCBC to assign to GNWT all of DCBC's interest in the Construction Contract executed March 4, 2010 between DCBC and Ruskin Construction Ltd (the "**Ruskin Contract**"). This Letter constitutes notice to DCBC of the exercise of the option and the assignment of the Ruskin Contract shall be effective as of the Reversion Date. DCBC and GNWT will execute and deliver all agreements and documents necessary for this assignment, including appropriate releases in favour of DCBC and the assumption of DCBC's obligations under the Ruskin Contract by GNWT.

3. Carriage of Claims. DCBC has terminated the Construction Contract of February 22, 2008 (the "**Construction Contract**") between DCBC and Atcon Construction Inc. ("**Atcon**"). DCBC anticipates that it will need to negotiate and settle and/or arbitrate or litigate Atcon's termination costs under the Construction Contract and any other disputes arising between Atcon and DCBC relating to the Project (the "**Atcon Claims**").

DCBC has terminated the services of Andrew Gamble as project developer (the "**Developer**") and Jivko Jivkov as project engineer (the "**Engineer**"). The Developer and the Engineer have each demanded additional compensation for their services rendered to DCBC (the "**Advisors' Claims**"). DCBC anticipates that it will need to negotiate and settle and/or arbitrate or litigate the Advisors' Claims.

DCBC and GNWT hereby agree that GNWT will assume carriage of the defence of the Atcon Claim and the Advisors' Claims (cumulatively, the "**Specified Claims**"), including payment of all legal fees and consultant fees incurred from and after the Reversion Date in the defence of the Specified Claims, which defence will be conducted in such manner as GNWT determines in its sole discretion including, without limitation, settlement or proceeding to an arbitral or judicial determination of a final liquidated amount (if any) owing by DCBC to Atcon, the Developer or the Engineer as applicable (each a "**Settlement Amount**"). In exchange for GNWT assuming carriage of the defence of the Specified Claims, DCBC will and will instruct its legal advisors and consultants to take instruction from GNWT in respect of defence of the Atcon Claims and implement the Specified Claims management strategy recommended by GNWT during the negotiation and settlement and/or arbitration or litigation of the Specified Claims, or any of them. For greater certainty, GNWT shall incur no liability to DCBC in respect of, and DCBC hereby releases GNWT and its legal advisors and consultants from, any claims, demands, actions, causes of action, damages, losses, costs (including legal and accounting costs and disbursements), fees, fines, penalties and charges whatsoever arising out of or relating to GNWT's carriage of the defence of the Specified Claims.

DCBC will make available to GNWT and its legal advisors and consultants all documents pertaining to the Specified Claims, including, but not limited to, documents protected by solicitor-client, litigation or other privilege and either transfer them to GNWT, if appropriate, or otherwise permit GNWT and its legal advisors and consultants access thereto. Provision by DCBC of such documents and other information from the directors, officers and advisors of DCBC made available hereunder, including of a privileged nature, is strictly for the limited purpose of advancing the defence of the Specified Claims and is not intended to waive the privilege attaching to such documents. DCBC will use its commercially reasonable efforts to make available to GNWT such of its directors, officers or advisors as may be of assistance to GNWT in the defence of the Specified Claims. DCBC acknowledges and agrees that McCarthy Tétrault LLP will hereafter act on behalf of GNWT and not DCBC with respect to the Atcon Claims. Notwithstanding that McCarthy Tétrault LLP hereafter acts on behalf of GNWT with respect to the Atcon Claims the parties acknowledge that if any issue arises between them with respect to the Atcon Claims, McCarthy Tétrault LLP cannot act on behalf of either party in the resolution of such issue, and may not be able to act for any party with respect to the Atcon Claims. DCBC and GNWT acknowledge and agree that McCarthy Tétrault LLP currently acts for DCBC in respect of the Atcon Claims and with respect to the matters between DCBC and

GNWT including this agreement and that McCarthy Tétrault LLP will hereafter cease acting for DCBC in respect of the Atcon Claims but will continue to act for DCBC in all other matters related to the Project. DCBC hereby waives any legal or other conflict with respect to McCarthy Tétrault LLP or Deloitte and Touche LLP acting on the instructions of and advising GNWT in respect of the Atcon Claims.

4. Settlement Amounts. Subject to the indemnity in Section 24, it is acknowledged that all Settlement Amounts remain the sole and absolute liability of DCBC.

5. Future Claims. Other than the claims described in Section 3, DCBC is not aware of any claim, action, suit or proceeding or potential claim, action, suit or proceeding by any Person against DCBC. If at any future date any claim, action, suit or proceeding is commenced against DCBC relating to actions taken by DCBC in good faith and in relation to and in the best interest of the Project, GNWT and DCBC agree to conduct the evaluation, negotiation, settlement and satisfaction of such claim, action suit or proceeding in accordance with Section 3 and Section 4, *mutatis mutandis*.

6. Instalment Agreement. The parties agree that the Instalment Agreement dated April 1, 2010 between DCBC and GNWT is superceded by this Letter and is terminated as of April 1, 2010 such that it has no force or effect. Pursuant to the Installment Agreement, GNWT has paid on DCBC's behalf those invoices for February 2010 that have been Approved by GNWT as part of Construction Draw 18. DCBC has used all amounts held by it that are properly payable to the Project, including, but not limited to, the recent GST rebate currently held in DCBC's accounts, to pay trade payables approved by GNWT as part of draw 18.

7. Trade Payables. For the fiscal year ending March 31, 2010, GNWT will pay those invoices of DCBC's creditors that are approved as part of the Construction Draw approval process. Following the Effective Date, DCBC will be responsible for any expenses it incurs, save only its reasonable legal expenses incurred to finalize this agreement and the agreement(s) contemplated herein.

8. GST Rebates. To the extent permitted by law, DCBC hereby assigns to GNWT any GST rebates to which it is entitled in the future. To the extent that such GST rebates cannot be or are not assigned to GNWT, DCBC will pay to GNWT such GST rebates when the same are received.

9. Equity. DCBC agrees that it is not entitled to any return of Invested Equity in the Project. In GNWT's sole discretion, contributions or investments made by Atcon, the Developer and the Engineer by way of GMP reduction or otherwise may be returned to any of them as part of any Settlement Amounts. If the Government of Canada requires the return of its equity contribution to DCBC, then GNWT will reimburse same to the Government of Canada. GNWT is entitled to retain any additional equity contributed by DCBC to the Project, including, sweat equity, without compensating DCBC for the same.

10. Obligations to Bondholders. On April 1, 2010, GNWT assumed the Debt under the Loan Documents in favour of the Lender. GNWT and DCBC (without the obligation to incur

expenses or liabilities) agree to cooperate and cause to be done all such reasonable acts and things as may be reasonably necessary or desirable to remove all Encumbrances of the Lender against the Project and obtain releases in favour of DCBC of its obligations to the Lenders, so as to ensure that DCBC may effect an orderly wind up of its affairs at a future date if requested to do so by GNWT or if DCBC otherwise considers such a wind up desirable.

11. Ownership of the Work and the Facility. For greater certainty, pursuant to Section 22.1 of the Concession Agreement from and after the Reversion Date, GNWT will own the bridge, the Facility, and all of the Work for the Project, including, but not limited to, the bridge components constructed to date and any supplies that have been purchased by DCBC but not yet incorporated into the Project. On the Reversion Date, the bridge, the Facility and the Work are the sole property of GNWT. GNWT agrees that, notwithstanding Subsection 22.1(c) of the Concession Agreement and without prejudice to any claims that may be made by GNWT against third parties other than DCBC, DCBC makes no covenant or representation or warranty as to compliance with the Handback Standards and the bridge, the Facility and all the work for the Project have been conveyed to GNWT in an "as-is" condition. For greater certainty, the ownership of the bridge, the Facility and the Work in no way affects the ability of the Deh Gah Got'ie First Nation or the Fort Providence Métis Council to advance positions pertaining to the adjacent land and water at Dehcho Process negotiations (or any other similar negotiations).

12. Lease Termination. For greater certainty, the lease and sub-lease created by the Concession Agreement are terminated on the Effective Date, with the result that GNWT will have unencumbered ownership (as between GNWT and DCBC or anyone claiming under DCBC) of the Facility Lands and the Facility as of the Reversion Date.

13. Design/Intellectual Property. As of the Reversion Date, DCBC conveys to GNWT all of its rights, title and interest in and to all designs, plans, specifications, etc. and all intellectual property of whatever nature owned by DCBC, and all intellectual property rights to which DCBC is entitled. DCBC will take all commercially reasonable steps at the direction of GNWT necessary to exercise its rights so as to obtain from its contractors and consultants, including but not limited to the Designer, all designs, plans, specifications, etc. and all intellectual property to which DCBC is entitled.

14. OMM Agreement. The parties confirm that the OMM Agreement expired on the Effective Date.

15. Insurance. If requested to do so, DCBC will assign to GNWT all of its interest in any policies of insurance procured for the Project.

16. Claims. If requested to do so, DCBC will assign to GNWT all of its claims or potential claims related to the Project, including but not limited to its potential claim against J.R. Spronken & Associates Ltd. and others concerning the original bridge design.

17. Claim against GNWT. DCBC and its shareholders hereby release and discharge GNWT and its Ministers, officers, employees and contractors from any and all causes of action, claims or demands of every kind that DCBC or its shareholders has or may have against the releasees

(collectively “**Claims**”) arising out of or in relation to the Concession Agreement, the Project Company’s Interest, the terminations, assumptions, assignments, conveyances and/or other matters or arrangements referred to or contemplated in this Letter, and without limiting the foregoing, any Claims whatsoever known to them or their officers, directors or leadership, or of which they, their officers, directors or leadership ought reasonably to have known as at the date of this Letter, other than claims arising under the indemnity referred to in Section 24. DCBC and its shareholders will execute and deliver such releases and other documents as GNWT reasonably requires to give full effect to this release.

18. DFO Escrow Account. DCBC will take such steps as are required, if any, to ensure that GNWT has access to and ownership of the funds held in an escrow account for the benefit of the federal Department of Fisheries and Oceans.

19. Permits. To the extent it is lawfully permitted to do so, DCBC hereby transfers to GNWT the benefit of any permits obtained in the name of DCBC or otherwise granted to DCBC. DCBC will execute and deliver such transfers and other documents as GNWT reasonably requires to give full effect to this transfer.

20. Legal Fees. GNWT will pay the reasonable legal fees and disbursements incurred by DCBC or its legal counsel to finalize this Agreement and all other agreements and documents as are required to give effect to this Agreement and its intent.

21. Letter of Credit, Bonding, etc. DCBC hereby assigns to GNWT all of its interest in the Letter of Credit provided by Atcon, the bonds provided by Ruskin, all holdbacks maintained by DCBC, and any and all other security held by DCBC with respect to the Work. DCBC will execute and deliver such assignments and other documents as GNWT reasonably requires to give full effect to this assignment.

22. Re-investment Swap. DCBC will execute and deliver such agreements and documents as are required to allow GNWT to assume, cancel, or otherwise deal with, in its sole discretion, any and all Reinvestment Swap investments made pursuant to DCBC’s agreement with the Toronto-Dominion Bank, and to assign to GNWT DCBC’s rights under that agreement if GNWT so requests.

23. Records, Information and Assistance. DCBC will deliver to GNWT all records and other documents relating to the Project as may be reasonably requested by GNWT. In addition to the arrangements described herein, DCBC will assist GNWT in such manner as GNWT may reasonably require to ensure the orderly transition of the Project to GNWT ownership and management.

24. Indemnity. Effective June 1, 2010, GNWT does hereby indemnify and save harmless DCBC’s officers, directors and shareholders (collectively the “Indemnitees”) against any claims and for any losses that they may suffer as a result of claims asserted against such Indemnitees by third party creditors of DCBC, or any third party liquidator or trustee in bankruptcy of DCBC or any of its assets, or any third party with claims against DCBC related to the Facility or the Work or as a result of DCBC’s compliance with this Agreement. This indemnity will not apply to

claims based on allegations of wrongful, fraudulent or oppressive conduct by any Indemnitee unless such conduct results from compliance by DCBC with the terms of this Agreement, or such conduct is or was otherwise at the direction of GNWT, or such claims result directly from the receipt of funds from GNWT. DCBC and the Indemnitees will not take any action or make any settlement that would prejudice or diminish DCBC's status as a limited liability corporation or that would result in personal liability of the Indemnitees provided that no action or settlement taken or made pursuant to this Agreement that has this effect shall be excluded from the indemnification. For the purposes of the foregoing, "third party" means a Person that is not related to DCBC or any Indemnitee within the meaning of the *Income Tax Act* (Canada). GNWT hereby appoints DCBC as trustee for the Indemnitees of the covenants of indemnification of GNWT with respect to such Indemnitees as specified in this Section 24 and DCBC hereby accepts such appointment. The parties will execute such indemnities and other documents as required by DCBC or the Indemnitees so as to give full effect to this indemnity.

25. Miscellaneous. Effective as of the Reversion Date, DCBC will transfer to GNWT any other assets as well as any liabilities requested by GNWT, it being agreed by the parties that their intention is to provide GNWT with all of the Project's assets as well as those specific liabilities of DCBC as are determined by GNWT to be necessary for the good of the Project.

26. Further Acts. The parties will do or cause to be done all such further reasonable acts and things as may be reasonably necessary or desirable to give full effect to this Agreement and the further agreements contemplated herein. Notwithstanding Section 24 of this Letter, the shareholders of DCBC agree that they will seek available remedies to wind up/liquidate/dissolve DCBC or transfer the shares of DCBC to GNWT, in each case upon the written request of GNWT and, to the extent that the assets of DCBC are insufficient to meet the reasonable expenses required to pursue such remedies, at the GNWT's expense.


If you agree with the foregoing, please deliver a signed copy of this letter to the undersigned today.

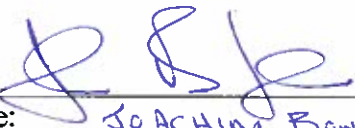
Sincerely,



The Honourable Michael McLeod
Minister of Transportation
Government of the Northwest Territories

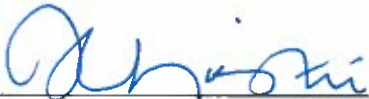
Agreed to effective April 1, 2010

By: 
Name: Susan Christie
Director, Deh Cho Bridge Corporation Ltd.

And: 
Name: JOACHIM BONNETROUGE
Director, Deh Cho Bridge Corporation, Ltd.

The agreements by the shareholders of DCBC contained in Section 17, Section 24 and Section 26 are hereby acknowledged and confirmed:

By: 
Chief Joachim Bonnetrouge, on behalf of the
Deh Gah Got'ie First Nation

By: 
Susan Christie, on behalf of the
Fort Providence Métis Council

