SUPPORT AGREEMENT

SUPPORT AGREEMENT (this "Agreement"), dated as of July 22, 2007, by and among Brock Holdings III, Inc., a Delaware corporation ("Parent"), 1338012 Alberta Ltd., an Alberta corporation and an indirect wholly-owned subsidiary of Parent ("Acquisition Sub"), and each of the persons named on Schedule A attached hereto (collectively, the "Shareholders" and each, a "Shareholder");

WHEREAS, concurrently with the execution of this Agreement, Steeplejack Industrial Group Inc., an Alberta corporation (the "Company"), Parent and Acquisition Sub are entering into an Arrangement Agreement dated as of even date herewith (the "Arrangement Agreement") which provides for, among other things, the consummation of the Arrangement (as defined therein);

WHEREAS, capitalized terms used but not defined in this Agreement have the meanings ascribed thereto in the Arrangement Agreement;

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement, Parent and Acquisition Sub have required that the Shareholders enter into this Agreement and, in order to induce Parent and Acquisition Sub to enter into the Arrangement Agreement, the Shareholders are willing to enter into this Agreement and abide by the covenants and obligations set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Agreements of the Shareholders.

(a) Voting. From the date hereof until any termination of this Agreement in accordance with its terms, at any meeting of securityholders of the Company, however called (or any action by written consent in lieu of a meeting) or any adjournment thereof, each Shareholder (unless otherwise directed in writing by Parent) shall cause all the Company Common Shares that are Owned by the Shareholder (and all other Subject Securities that are Owned by the Shareholder and that are entitled to be voted, either pursuant to the Interim Order or otherwise) to be voted (or, as appropriate, execute written consents in respect thereof): (i) in favor of the approval of the Arrangement Resolution and in favor of each of the other actions contemplated by the Arrangement Agreement, (ii) against any action or agreement (including, without limitation, any amendment of any agreement) that would result in a breach of any representation, warranty, covenant, agreement or other obligation of the Company in the Arrangement Agreement, (iii) against any Acquisition Proposal, and (iv) against any agreement (including, without limitation, any amendment of any agreement), amendment of the Company Charter Documents or other action that is intended or could reasonably be expected to prevent, impede, interfere with, delay, postpone or discourage the consummation of the Arrangement. Any such vote shall be cast (or consent shall be given) by each Shareholder in accordance with such procedures relating thereto as set forth in the Interim Order and by-laws of the Company so as to ensure that it is duly counted, including for purposes of determining that a quorum is present and for purposes of recording the results of such vote (or consent).

(b) Restriction on Transfer; Proxies; Non-Interference; etc. From the date hereof until any termination of this Agreement in accordance with its terms, each Shareholder shall not directly or indirectly (i) sell, transfer (including by operation of Law), give, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, gift, pledge, encumbrance, assignment or other disposition of, any of its Subject Securities (or any right, title or interest thereto or therein), (ii) deposit any of its Subject Securities into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any of its Subject Securities (other than as contemplated herein), (iii) take any action that would make any representation or warranty of the Shareholder set forth in this Agreement untrue or incorrect in any material respect or have the effect of preventing, disabling or delaying the Shareholder from performing any of its obligations under this Agreement or (iv) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (i), (ii) or (iii) of this Section 1(b).

(c) No Solicitation. Each Shareholder shall, and shall cause its Affiliates and its and its Affiliates' respective directors, officers, employees, investment bankers, financial advisors, attorneys, accountants, agents and other representatives (collectively, "Shareholder Representatives") to, immediately cease and cause to be terminated any discussions or negotiations with any Person conducted heretofore with respect to an Acquisition Proposal, and use commercially reasonable efforts to obtain the return from all such Persons or cause the destruction of all copies of confidential information previously provided to such parties by the Shareholder, its Affiliates or Shareholder Representatives. From the date hereof until any termination of this Agreement in accordance with its terms, each Shareholder shall not, and shall cause its Affiliates and Shareholder Representatives not to, directly or indirectly (i) solicit, initiate, cause, facilitate or encourage (including by way of furnishing information) any inquiries or proposals that constitute, or may reasonably be expected to lead to, any Acquisition Proposal, (ii) participate in any discussions or negotiations with any third party regarding any Acquisition Proposal, or (iii) enter into any agreement related to any Acquisition Proposal. In addition, from the date hereof until any termination of this Agreement in accordance with its terms, each Shareholder shall promptly advise Parent, orally and in writing, and in no event later than 24 hours after receipt, if any proposal, offer, inquiry or other contact is received by, any information is requested from, or any discussions or negotiations are sought to be initiated or continued with, the Shareholder in respect of any Acquisition Proposal, and shall, in any such notice to Parent, indicate the identity of the Person making such proposal, offer, inquiry or other contact and the terms and conditions of any proposals or offers or the nature of any inquiries or contacts (and shall include with such notice copies of any written materials received from or on behalf of such Person relating to such proposal, offer, inquiry or request), and thereafter shall promptly keep Parent fully informed of all material developments affecting the status and terms of any such proposals, offers, inquiries or requests (and the Shareholder shall provide Parent with copies of any additional written materials received that relate to such proposals, offers, inquiries or requests).

(d) Power of Attorney; Further Assurances.
(i) Contemporaneously with or promptly following the execution of this Agreement: (x) each Shareholder shall deliver to Parent a power of attorney in the form attached to this Agreement as Schedule B, which shall be irrevocable to the fullest extent permitted by Law (but subject to termination in accordance with the terms set out herein and therein), with respect to the securities referred to therein (a "Power of Attorney"); (y) each Shareholder shall cause to be delivered to Parent an additional power of attorney (in the form attached hereto as Schedule B) executed on behalf of the record owner of any outstanding Company Common Shares (or any other Subject Securities of the Company that are entitled to be voted, either pursuant to the Interim Order or otherwise) that are Owned, but not of record, by the Shareholder; and (z) with respect to any Company Common Shares that are held in a broker's account, each Shareholder (upon the request of Parent) shall execute and cause to be delivered to Parent such additional documents as Parent may deem necessary or appropriate (including a direction to the broker) to ensure that such Company Common Shares are voted in favor of the approval of the Arrangement Resolution and in favor of each of the other actions contemplated by the Arrangement Agreement; (ii) each Shareholder shall, at its own expense, perform such further acts and execute such further documents and instruments as may reasonably be required to vest in Parent the power to carry out and give effect to the provisions of this Agreement.

(e) Agreement Not to Exercise Dissent Rights. From the date hereof until any termination of this Agreement in accordance with its terms, each Shareholder hereby irrevocably and unconditionally agrees not to exercise and waives, and agrees to cause to be waived, to the fullest extent permitted by Law, its Dissent Rights and any similar rights relating to the Arrangement or any transaction contemplated by the Arrangement Agreement that the Shareholder or any other Person may have by virtue of the Ownership of any outstanding Company Common Shares or other Subject Securities Owned by the Shareholder.

(f) Shareholders' Agreements. Each Shareholder hereby waives any provision of any agreement to which the Shareholder is a party that is or, with the passage of time or the occurrence of events would be, inconsistent with or violated by a term of this Agreement. Each Shareholder intends that the foregoing waiver be read with, and to the extent necessary for effectiveness be deemed a single instrument including, any similar waivers set forth in agreements of form similar to this Agreement and any similar waiver by the Company.

(g) Publication. Each Shareholder shall not issue any press release or make any other public statement with respect to this Agreement or the transactions contemplated herein without the prior written consent of Parent, except as may be required by applicable Law.

2. Representations and Warranties of Shareholders. Each Shareholder hereby severally (and not jointly) represents and warrants to Parent and Acquisition Sub as follows:

(a) Organization; Authority. The Shareholder has been duly incorporated or formed under the Laws of its jurisdiction of formation or incorporation, is validly existing and is in good standing thereunder. The Shareholder has all necessary power and authority to execute and deliver this Agreement, its Power of Attorney and to perform its obligations hereunder and thereunder. The execution, delivery and performance by the Shareholder of this Agreement and its Power of Attorney and the transactions contemplated hereby and thereby have been duly authorized and approved by all necessary action on the part of the Shareholder and no further action on the part of the Shareholder is necessary to authorize the execution and delivery by the Shareholder of this Agreement, its Power of Attorney or the performance by the Shareholder of its obligations hereunder or thereunder. This Agreement and its Power of Attorney have been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery hereof by Parent and Acquisition Sub, each constitutes a valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Consents and Approvals; No Violations. No consents or approvals of, or filings, declarations or registrations with, any Person are necessary for the performance by each Shareholder of its obligations under this Agreement and its Power of Attorney. Neither the execution and delivery of this Agreement or its Power of Attorney by the Shareholder, nor the performance by the Shareholder with its obligations hereunder or thereunder, will (i) conflict with or violate any provision of the articles of incorporation or by-laws (or comparable organizational documents) of the Shareholder, or (ii) (A) violate any Law, judgment, writ or injunction of any Governmental Authority applicable to the Shareholder or any of its respective properties or assets, or (B) violate, conflict with, result in the loss of any material benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien or restriction upon any of the Subject Securities under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, permit, lease, agreement or other instrument or obligation to which the Shareholder or any of its Affiliates is a party, or by which it or any of its respective properties or assets may be bound or affected.

(c) Title to Subject Securities. As of the date of this Agreement: (i) the Shareholder holds of record (free and clear of any Liens) the number of outstanding Company Common Shares set forth under the heading "Company Common Shares Held of Record" opposite its name on Schedule A hereof; (ii) the Shareholder holds (free and clear of any Liens) the options, warrants and other rights to acquire Company Common Shares set forth under the heading "Options and Other Rights" opposite its name on Schedule A hereof; (iii) the Shareholder Owns the additional securities of the Company (free and clear of any Liens) set forth under the heading "Additional Securities Owned" opposite its name on Schedule A hereof; and (iv) the Shareholder does not directly or indirectly Own any shares or other securities of the Company, or any option, warrant or other right to acquire (by purchase, conversion or otherwise) any shares or other securities of the Company, other than the shares and options, warrants and other rights set forth opposite its name on Schedule A hereof.

(d) Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission that is payable by the Company, Parent or any of their respective Subsidiaries in connection with the transactions contemplated under the Arrangement Agreement based upon arrangements made by or on behalf of any of the Shareholders.

(e) Accuracy of Representations. The representations and warranties contained in this Agreement are accurate in all respects as of the date of this Agreement, will be accurate in all respects at all times through the termination of this Agreement and will be accurate in all respects as of the Effective Date as if made on that date.

3. Termination; Limitation of Liability

(a) This Agreement and each Power of Attorney entered into in connection herewith shall terminate on the first to occur of (i) the Effective Time; and (ii) the date on which the Arrangement Agreement is terminated in accordance with its terms. Notwithstanding the foregoing. Section 4(b) (Expenses) and Section 4(n) (Governing Law) shall survive termination of this Agreement.

(b) In the event of the termination of this Agreement as provided in Section 3(a) above, this Agreement shall forthwith become void and of no further force or effect and there shall be no liability on the part of any party hereto.

4. Miscellaneous.

(a) Action in Shareholders Capacity Only. The parties acknowledge that this Agreement is entered into by each Shareholders in its capacity as owners of the Subject Securities and that nothing in this Agreement shall in any way restrict or limit any director or officer of the Company from taking any action in his or her capacity as a director or officer of the Company.

(b) Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(c) Additional Subject Securities. Until any termination of this Agreement in accordance with its terms, each Shareholder shall promptly notify Parent of the number of additional Subject Securities, if any, as to which the Shareholder acquires Ownership of after the date hereof.

(d) Definitions. For purposes of this Agreement, the following terms shall have the following meanings ascribed thereto unless otherwise defined herein or in the Arrangement Agreement:

(i) "Company Common Shares" shall mean the outstanding common shares in the capital of the Company;

(ii) a Shareholder shall be deemed to "Own" or has acquired "Ownership" of a security of the Company if a Shareholder (A) is the holder of record of such security; (B) is the direct or indirect beneficial owner of such security; (C) is the direct or indirect beneficial owner of such security for the purposes of the Securities Act (Ontario); or (D) has the direct or indirect power to exercise control over such security;

(iii) "Subject Securities" shall mean (A) all securities of the Company (including Company Common Shares, the Options and all options, warrants and other rights to acquire Company Common Shares) Owned by a Shareholder as of the date of this Agreement; and (B) all additional securities of the Company (including all additional Company Common Shares, the Options and all additional options, warrants and other rights to acquire Company Common Shares) of which a Shareholder acquires Ownership during the period from the date of this Agreement through the termination of this Agreement;

(e) Further Assurances. From time to time, at the request of Parent and without further consideration, each Shareholder shall execute and deliver such additional documents and take all such further action as may be reasonably required to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

(f) Entire Agreement; No Third Party Beneficiaries. This Agreement and the Power of Attorney of each Shareholder and the other documents delivered by the parties in connection herewith constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. The parties agree that the Power of Attorney of each Shareholder shall form a part of this Agreement and all terms of each such Power of Attorney are hereby incorporated by reference. This Agreement is not intended to and shall not confer upon any Person other than the parties hereto any rights hereunder.

(g) Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties, except that Acquisition Sub may assign its rights and interests hereunder to Parent or to any wholly-owned Subsidiary of Parent if such assignment would not cause a delay in the consummation of any of the transactions contemplated under the Arrangement Agreement, *provided* that no such assignment shall relieve Acquisition Sub of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this Section shall be null and void.

(h) Amendments; Waiver. This Agreement may not be amended or supplemented, except by a written agreement executed by the parties hereto. Any party to this Agreement may (A) waive any inaccuracies in the representations and warranties of any other party hereto or extend the time for the performance of any of the obligations or acts of any other party hereto or (B) waive compliance by the other party with any of the agreements contained herein. Notwithstanding the foregoing, no failure or delay by Parent or Acquisition Sub in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

(i) Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(j) Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by the other parties hereto.

(k) Descriptive Headings. Headings of Sections and subsections of this Agreement are for convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

(l) Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given if delivered personally, facsimiled (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses:

If to Parent or Acquisition Sub, to:

Brock Holdings III, Inc.
P.O. Box 306
Beaumont, Texas 77704
Attention: Braden J. Brock
Todd O. Brock
Jeff Davis
Facsimile: (409) 832-3019

with copies (which shall not constitute notice) to:

Lindsay Goldberg & Bessemer
630 Fifth Avenue, 30th Floor
New York, NY 10111
Attention: Lance L. Hirt
Andrew S. Weinberg
Facsimile: (212) 373-4111

and to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Glenn D. West
Facsimile: (212) 310-8007

and to:

Ogilvy Renault LLP
Suite 3800, P.O. Box 84
Royal Bank Plaza, South Tower
200 Bay Street
Toronto, Ontario
M5J 2Z4
Attention: Jay A. Lefton
Facsimile: (416) 216-3930

if to the Shareholders, to:

Polar Capital Corporation
372 Bay Street
21st Floor
Toronto, Ontario
M5H 2W9
Attention: Tom Sabourin
Telelphone: (416) 367-4364
Facsimile: (416) 367-2060

with a copy (which shall not constitute notice) to:

Osler, Hoskin & Harcourt LLP
Suite 2500
450 - 1st Street SW
Calgary, Alberta
T2P 5H1
Attention: Robert Lehodey
Telephone: (403) 260-7085
Facsimile: (403) 260-7024

or such other address or facsimile number as such party may hereafter specify by like notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 P.M. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

(m) Drafting. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(n) Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Alberta and the Laws of Canada applicable therein. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any court of the Province of Alberta, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties hereto hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or related to this Agreement.

(o) Specific Enforcement. The parties hereto acknowledge and agree that an award of money damages would be inadequate for any breach of this Agreement or a Power of Attorney by any Shareholder or its representatives and any such breach would cause Parent and Acquisition Sub irreparable harm. Accordingly, the parties hereto agree that, in the event of any breach or threatened breach of this Agreement or a Power of Attorney by any of the Shareholders, Parent and Acquisition Sub will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at Law or equity to each of Parent and Acquisition Sub.

(p) Time of Essence. Time shall be of essence in this Agreement.

(q) No Liability. No director of officer of any party hereto shall have any personal liability whatsoever to any other party under this Agreement, or any other document delivered in connection with the transactions contemplated hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

BROCK HOLDINGS III, INC.

By: *"Andrew Weinberg"*
Name: Andrew Weinberg
Title: Vice President

1338012 ALBERTA LTD.

By: *"Andrew Weinberg"*
Name: Andrew Weinberg
Title: Director

POLAR ENTERPRISE PARTNERS INC.

By: *"T. Jerrold Jackson"*
Name: T. Jerrold Jackson
Title: Vice-President

POLAR ENTERPRISE PARTNERS LP, by Polar Capital Investments Inc., the manager of Polar GP Inc., the managing partner of Polar Enterprise Partners LP

By: *"T. Jerrold Jackson"*
Name: T. Jerrold Jackson
Title: Vice-President

POLAR ENTERPRISE PARTNERS II LP, by Polar Capital Investments Inc., the manager of Polar II GP Inc., the managing partner of Polar Enterprise Partners II LP

By: *"T. Jerrold Jackson"*
Name: T. Jerrold Jackson
Title: Vice-President

POLAR ENTERPRISE PARTNERS III LP, by Polar Capital Investments Inc., the manager of Polar III GP Inc., the managing partner of Polar Enterprise Partners III LP

By: *"T. Jerrold Jackson"*
Name: T. Jerrold Jackson
Title: Vice-President

Schedule A

	Company Common Shares Held of Record	Options and Other Rights	Additional Securities Owned
Polar Enterprise Partners Inc.	849,168	Nil	Nil
Polar Enterprise Partners LP	695,124	Nil	Nil
Polar Enterprise Partners II LP	99,193	Nil	Nil
Polar Enterprise Partners III LP	75,121	Nil	Nil

Schedule B

FORM OF POWER OF ATTORNEY

The undersigned shareholder of Steeplejack Industrial Group Inc., a corporation existing under the laws of Alberta (the "Company"), hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes Brock Holdings III, Inc., a Delaware corporation ("Parent") and each of the directors and officers of Parent the attorneys and proxies of the undersigned with full power of substitution and resubstitution, to the full extent of the undersigned's rights with respect to (i) the outstanding common shares of the Company owned of record by the undersigned as of the date of this power of attorney, which shares are specified on the final page of this power of attorney, and (ii) all other securities of the Company that are owned of record by the undersigned as of the date of this power of attorney and that are entitled to be voted, either pursuant to the Interim Order, as defined in the Arrangement Agreement referred to below, or otherwise, which other securities are specified on the final page of this power of attorney. (The common shares and other securities of the Company referred to in clauses (i) and (ii) of the immediately preceding sentence are collectively referred to as the "Securities.") Upon the execution hereof, all prior proxies and powers of attorney given by the undersigned with respect to any of the Securities are hereby revoked, and the undersigned agrees that, prior to the termination of the Arrangement Agreement or the Support Agreement, no subsequent proxies or powers of attorney will be given with respect to any of the Securities other than as contemplated in the Arrangement Agreement or the Support Agreement (as hereinafter defined).

This power of attorney is irrevocable, is coupled with an interest and is granted in connection with the Support Agreement, dated as of the date hereof, by and among Parent, 1338012 Alberta Ltd. ("Acquisition Sub"), the undersigned and the other holders of Securities named on Schedule A thereof (the "Support Agreement"), and is granted in consideration of Parent and Acquisition Sub entering into the Arrangement Agreement dated as of July 22, 2007, among Parent, Acquisition Sub and the Company (the "Arrangement Agreement").

The attorneys named above will be empowered, and may exercise this power of attorney, to vote the Securities at any time until the earlier to occur of the valid termination of the Arrangement Agreement or the effective time of the plan of arrangement contemplated thereby (the "Arrangement") at any meeting of securityholders of the Company, however called, or in connection with any solicitation of written consents from securityholders of the Company, in favor of the approval of the Arrangement and in favor of each of the other actions contemplated by the Arrangement Agreement.

The undersigned may vote the Securities on all other matters.

This power of attorney shall be binding upon the heirs, estate, executors, personal representatives, successors and assigns of the undersigned (including any transferee of any of the Securities).

If any provision of this power of attorney or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction, and (c) the invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this power of attorney. Each provision of this power of attorney is separable from every other provision of this power of attorney, and each part of each provision of this power of attorney is separable from every other part of such provision.

This power of attorney shall terminate upon the termination of the Support Agreement.

Dated: July __, 2007

____
Name

____

Number of common shares of the Company owned of record as of the date of this power of attorney:

____

Number of other securities owned of record as of the date of this power of attorney and entitled to be voted on the securityholders resolution to approve the Arrangement, either pursuant to the Interim Order or otherwise:

____