AMENDMENT

TO

ARRANGEMENT AGREEMENT

THIS AMENDMENT TO ARRANGEMENT AGREEMENT (this "Amendment"), dated as of August 14, 2007, is entered into 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 Steeplejack Industrial Group Inc., an Alberta corporation (the "Company").

WHEREAS, the Company, Parent and Acquisition Sub have entered into that certain Arrangement Agreement (the "Agreement"), dated as of July 22, 2007;

WHEREAS, Section 4.5 of the Agreement contemplates Parent obtaining alternative financing, subject to the terms and conditions of Section 4.5, and the Company, Parent and Acquisition Sub desire to amend the Agreement to reflect in more detail the possibility of alternative financing; and

WHEREAS, Parent may wish, prior to the Effective Date, to transfer its ownership of Acquisition Sub to an Affiliate of Parent (the ultimate parent of which Parent is a direct or indirect wholly owned Subsidiary), and the Company, Parent and Acquisition Sub desire to amend the Agreement and the Plan of Arrangement to reflect that Acquisition Sub may not continue to be an indirect wholly owned Subsidiary of Parent.

WHEREAS, Acquisition Sub may wish, prior to the Effective Date, to assign its rights, interests and obligations under this Agreement to an Affiliate of Parent (the ultimate parent of which Parent is a direct or indirect wholly owned Subsidiary).

NOW, THEREFORE, in consideration of the premises, the Company, Parent and Acquisition Sub agree as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

2. The definition of "Effective Time" in Section 7.13(a) of the Agreement is hereby deleted and replaced with the following:

""Effective Time" shall mean 12:01 a.m. (Edmonton time) on the Effective Date."

3. The first sentence of Section 3.4 of the Agreement is hereby deleted and replaced with the following:

> "Parent, or an Affiliate of Parent (the ultimate parent of which Parent is a direct or indirect wholly owned Subsidiary), owns beneficially and of record all of the outstanding shares of Acquisition Sub."

4. Section 3.5(d) of the Agreement is hereby amended by adding as a second sentence the following:

> "Notwithstanding the foregoing, Parent may elect to replace the Financing with alternative financing available to Parent, Acquisition Sub or an Affiliate of Parent of which Acquisition Sub is a direct or indirect wholly owned Subsidiary (the Financing, as replaced in whole or in part as herein provided, being the "Alternative Financing"), if (i) Parent has delivered to the Company true and complete copies of the commitment letters with respect to the Alternative Financing; (ii) the commitment letters with respect to the Alternative Financing shall not contain additional conditions, or conditions less favourable, to the availability of the Alternative Financing than those set forth in the original Financing Agreements; (iii) the Alternative Financing shall be for an aggregate amount of debt and equity financing not less than that set forth in the original Financing Agreements; (iv) any equity financing forming part of the Alternative Financing shall be provided by Lindsay Goldberg & Bessemer II L.P. and any debt financing forming part of the Alternative Financing shall be provided by a recognized financial institution capable of honouring its commitment (which, in the case of a financial institution in Canada, shall mean a Schedule I or Schedule II bank); (v) the Alternative Financing will not adversely affect the timing of consummation of the Arrangement; (vi) any cooperation required of the Company or its Subsidiaries in connection with the Alternative Financing shall be subject to the provisions of Section 4.5; (vii) the provisions of Section 3.5 shall apply, *mutatis mutandis*, to the Alternative Financing and references to the "Financing" and the "Financing Agreements" in this Agreement shall refer to the Alternative Financing and to the commitment letters in respect of such Alternative Financing, respectively; (viii) Parent shall comply, and cause its Affiliates to comply, as applicable, with their respective obligations in respect of the Alternative Financing in order to permit the proceeds thereof to be made available to Acquisition Sub on the Closing Date; and (ix) the Company shall have confirmed to Parent in writing, acting in good faith, that it is satisfied that the foregoing requirements have been met."

5. The first sentence of Section 7.4 of the Agreement is hereby deleted and replaced with the following:

> "Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of

the parties without the prior written consent of the other parties, except that Acquisition Sub may assign, in its sole discretion, all of its rights, interests and obligations under this Agreement to an Affiliate of Parent (the ultimate parent of which Parent is a direct or indirect wholly owned Subsidiary) newly incorporated under the ABCA, but no such assignment shall relieve Acquisition Sub or Parent of any of its obligations hereunder or adversely affect the timing of the consummation of the Arrangement and, upon such assignment becoming effective, references to "Acquisition Sub" in this Agreement shall refer to the assignor prior to the effective date of such assignment and to the assignee on and after the effective date of such assignment."

6. The definition of "Acquisition Sub" in Section 1.01(b) of the Plan of Arrangement is hereby deleted and replaced with the following:

> ""**Acquisition Sub**" means • [1338012 Alberta Ltd. or its assignee pursuant to the Arrangement Agreement, as applicable], a corporation incorporated under the ABCA and being an affiliate of Parent."

7. The definition of "Arrangement Agreement" in Section 1.01(e) of the Plan of Arrangement is hereby deleted and replaced with the following:

> ""**Arrangement Agreement**" means the Arrangement Agreement, dated as of July 22, 2007, among Parent, Acquisition Sub and the Company providing for, among other things, the Arrangement, as amended or supplemented from time to time."

8. Except as expressly amended by this Amendment, the Agreement shall continue in full force and effect in the form in which it existed immediately prior to the execution and delivery of this Amendment.

9. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same document.

10. This Amendment shall be governed by, and construed in accordance with, the Laws of the Province of Alberta and the laws of Canada applicable therein.

SIGNATURES TO AMENDMENT

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

BROCK HOLDINGS III, INC.

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

1338012 ALBERTA LTD.

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

STEEPLEJACK INDUSTRIAL GROUP INC.

Per: *"R. Ian Barrigan"*
Name: R. Ian Barrigan
Title: Director

Per: *"Douglas O. Goss"*
Name: Douglas O. Goss, Q.C.
Title: Director