BUSINESS CORPORATIONS ACT
(SECTION 193)

FORM 14.1

Alberta

ARTICLES OF ARRANGEMENT

1. NAME OF CORPORATION:	2. ALBERTA CORPORATE ACCESS NUMBER:
STEEPLEJACK INDUSTRIAL GROUP INC. **1343512 ALBERTA LTD.**	203656723 2013435124

3. In accordance with the Order of the Court of Queen's Bench of Alberta dated September 19, 2007 (a copy of which is attached hereto) approving the Arrangement involving Steeplejack Industrial Group Inc., its Shareholders and Optionholders, and 1343512 Alberta Ltd., pursuant to Section 193 of the *Business Corporations Act* (Alberta) the Plan of Arrangement (a copy of which is attached to the Order) is hereby effected.

The Plan of Arrangement does not effect an amendment to the Articles of either Steeplejack Industrial Group Inc. or 1343512 Alberta Ltd. The Plan of Arrangement does effect an amalgamation of Steeplejack Industrial Group Inc. and 1343512 Alberta Ltd. as reflected in the Articles of Amalgamation attached hereto.

4. DATE	SIGNATURE	TITLE
September 26, 2007		Patrick F. Ross President and Chief Executive Officer

REGISTERED ON
THE ALBERTA REGISTRIES
CORES SYSTEM

SEP 26 2007

I hereby certify this to be a true copy of the original Order Dated this 20 day of Sept 2007
for Clerk of the Court

Action No. 0701–08432

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF Section 193 of the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as amended;

AND IN THE MATTER OF a proposed arrangement involving Steeplejack Industrial Group Inc., its Shareholders and Optionholders, Brock Holdings III, Inc. and 1343512 Alberta Ltd.

BEFORE THE HONOURABLE	)	AT THE COURT HOUSE, IN THE CITY OF
JUSTICE P.M. CLARK	)	CALGARY, IN THE PROVINCE OF ALBERTA
IN CHAMBERS	)	ON WEDNESDAY, SEPTEMBER 19, 2007

ORDER

UPON the application by Petition of Steeplejack Industrial Group Inc. ("Steeplejack") for approval of a proposed arrangement (the "Arrangement") under Section 193 of the *Business Corporations Act* (Alberta) (the "ABCA");

AND UPON reading the said Petition, the Affidavits of T. Jerrold Jackson, Chairman of the Board of Directors of Steeplejack, sworn on August 20, 2007 and September 19, 2007, the Affidavit of Andrew Weinberg, Vice-President of Brock Holdings III, Inc. ("Brock"), sworn on August 16, 2007, and the documents referred to therein filed;

AND UPON being advised that 1338012 Alberta Ltd. ("1338012") has assigned its rights, interest and obligations under the arrangement agreement among Steeplejack, Brock and 1338012, dated as of July 22, 2007, as amended (the "Arrangement Agreement") to 1343512 Alberta Ltd. ("Acquisition Sub") as permitted pursuant to the Arrangement Agreement;

AND UPON receiving the plan of arrangement marked as Exhibit "A" to this Order;

AND UPON hearing special counsel for Steeplejack and counsel for Brock ;

AND UPON being satisfied that notice of this application for approval of the Arrangement (the "Final Application") and other documentation have been mailed in accordance with the order of this Honourable Court dated August 20, 2007 (the "Interim Order");

AND UPON being advised that the Executive Director of the Alberta Securities Commission has been given notice of this application as required by subsection 193(8) of the ABCA and that the Alberta Securities Commission neither consents to nor opposes, and does not intend to appear at, the Final Application;

AND UPON it appearing that a special meeting (the "Steeplejack Meeting") of the holders of common shares of Steeplejack ("Steeplejack Common Shares") and the holders of options to purchase Steeplejack Common Shares ("Steeplejack Options") was called and conducted in accordance with the Interim Order, that the required quorum was present at the Steeplejack Meeting, and that the holders of the Steeplejack Common Shares and the Steeplejack Options (together the "Steeplejack Securityholders") approved the Arrangement in the manner and by the requisite majorities provided for in the Interim Order;

AND UPON being satisfied that the Notice of Special Meeting and Information Circular for the Special Meeting of Shareholders and Optionholders of Steeplejack and Notice of Petition dated August 20, 2007 regarding the Arrangement (a copy of which is attached as Exhibit "A" to the Affidavit of T. Jerrold Jackson, Chairman of the Board of Directors of Steeplejack, sworn on September 19, 2007) have been provided to the Steeplejack Securityholders;

AND UPON it appearing that it is impracticable to effect the transactions contemplated by the Arrangement under any other provision of the ABCA;

AND UPON being satisfied that the terms and conditions of the Arrangement are fair and reasonable to the Steeplejack Securityholders and to other affected parties and that the Arrangement ought to be approved;

IT IS HEREBY ORDERED AND DIRECTED THAT:

1. The Arrangement proposed by Steeplejack is hereby approved by this Court pursuant to the provisions of Section 193 of the ABCA and will, upon the filing of the Articles of Arrangement under the ABCA, become effective in accordance with its terms and be binding on Steeplejack, the Steeplejack Securityholders, Brock and Acquisition Sub.

2. The Articles of Arrangement in respect of the Arrangement be filed pursuant to the provisions of Section 193 of the ABCA on such date as Steeplejack determines.

3. Service of this Order shall be made on all such persons who appeared on this application, either by counsel or in person, and upon the Executive Director of the Alberta Securities Commission.

J.C.Q.B.A.

ENTERED at Calgary, Alberta this
19 day of September, 2007

V.A. BRANDT COURT SEAL

Clerk of the Court of Queen's Bench of Alberta

Action No. 0701–08432

IN THE COURT OF QUEEN'S
BENCH OF ALBERTA

JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF Section 193 of the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as amended;

AND IN THE MATTER OF a proposed arrangement involving Steeplejack Industrial Group Inc., its Shareholders and Optionholders, Brock Holdings III, Inc. and 1343512 Alberta Ltd.

ORDER

CLERK OF THE COURT
SEP 19 2007
CALGARY, ALBERTA

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 - 2nd Street S.W.
Calgary, Alberta T2P 4K7

Anthony L. Friend, Q.C.
Tel: (403) 298-3182
Fax: (403) 265-7219

Our File No. 60566-1

PLAN OF ARRANGEMENT
UNDER SECTION 193
OF THE BUSINESS CORPORATIONS ACT (ALBERTA)

ARTICLE 1
INTERPRETATION

Section 1.01 Definitions.

In this Plan of Arrangement the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) "**ABCA**" means the Business Corporations Act (Alberta), as amended;

(b) "**Acquisition Sub**" means 1343512 Alberta Ltd., a corporation incorporated under the ABCA and being an affiliate of Parent;

(c) "**Amalco**" means the corporation continuing from the amalgamation of Acquisition Sub and the Company provided for in Section 2.03(b);

(d) "**Arrangement**" means the proposed arrangement under the provisions of Section 193 of the ABCA as set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement or this Plan of Arrangement or made at the direction of the Court in the Final Order;

(e) "**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;

(f) "**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Meeting for vote by holders of Company Common Shares and the holders of Options;

(g) "**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement that are required by the ABCA to be sent to the Registrar after the Final Order has been granted in order for the Arrangement to become effective;

(h) "**business day**" means a day except a Saturday, a Sunday or other day on which banks in Edmonton, Alberta, Toronto, Ontario or the City of New York are not open for business;

(i) "**Certificate**" means the certificate or certificates or confirmation of filing which may be issued by the Registrar pursuant to Section 193(11) of the ABCA in respect of the Articles of Arrangement;

(j) "**Closing Date**" shall be the fifth business day following receipt of the Final Order provided, however, that if the conditions set forth in Article 5 of the Arrangement Agreement shall not have been satisfied or waived on or by such date, the Closing Date shall be the third business day after such conditions shall have been satisfied or waived, but in no event shall the Closing Date be later than the business day prior to the Walk-Away Date (as defined in the Arrangement Agreement).

(k) "**Company**" means Steeplejack Industrial Group Inc., a corporation existing under the ABCA;

(l) "**Company Common Share**" means a common share in the capital of the Company;

(m) **“Company Shareholders”** means the holders of Company Common Shares;

(n) **“Company Stock Option Plan”** means the Amended and Restated Stock Option Plan of the Company as amended by the board of directors of the Company on September 14, 2006 and approved by the Company Shareholders on November 9, 2006;

(o) **“Consideration”** means $11.50 in cash per Company Common Share;

(p) **“Court”** means the Court of Queen’s Bench of Alberta;

(q) **“Depositary”** means Valiant Trust Company at its offices set out in the Letter of Transmittal;

(r) **“Dissent Rights”** means the rights of dissent of the holders of the Company Common Shares in respect of the Arrangement described in Section 3.01;

(s) **“Dissenting Holder”** means any registered Company Shareholder who has duly exercised its Dissent Rights in strict compliance therewith and has not withdrawn or been deemed to have withdrawn such Dissent Rights;

(t) **“Effective Date”** means the date shown on the Certificate;

(u) **“Effective Time”** means 12:01 a.m. on the Effective Date;

(v) **“Final Order”** means the order of the Court approving the Arrangement as such order may be amended by the Court at any time prior to the Effective Time, or if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

(w) **“Interim Order”** means the interim order of the Court as contemplated by Section 1.2 of the Arrangement Agreement providing for among other things, the calling and holding of the Meeting, as the same may be amended by the Court;

(x) **“ITA”** means the Income Tax Act (Canada), as amended;

(y) **“Laws”** means all laws (including common law), statutes, ordinances, codes, rules, regulations, decrees and orders of applicable Governmental Authorities (as defined in the Arrangement Agreement).

(z) **“Letter of Transmittal”** means the letter of transmittal forwarded by the Company to Company Shareholders in connection with the Arrangement, in the form accompanying the Proxy Circular;

(aa) **“Liens”** means liens, pledges, charges, mortgages, encumbrances, adverse rights or claims and security interests of any kind or nature whatsoever (including any restriction on the right to vote or transfer the same, except for such transfer restrictions of general applicability as may be provided under the articles of incorporation (or other comparable organization documents) of the Company or under applicable Laws;

(bb) **“Meeting”** means the special meeting of holders of Company Common Shares and holders of Options (including any adjournment or postponement thereof) to be called and held in accordance with the Interim Order to consider and, if deemed advisable, approve the Arrangement Resolution.;

(cc) **“Option”** means any option to purchase Company Common Shares granted under the Company Stock Option Plan which are outstanding and unexercised as of the date hereof;

(dd) "**Parent**" means Brock Holdings III, Inc., a corporation existing under the Laws of Delaware;

(ee) "**Person**" means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity, including a Governmental Authority (as defined in the Arrangement Agreement);

(ff) "**Proxy Circular**" means the notice of meeting and accompanying information circular relating to the Meeting (including all schedules and appendices thereto), as amended or supplemented from time to time;

(gg) "**Registrar**" means the Registrar appointed under Section 263 of the ABCA;

(hh) "**Sixth Anniversary**" means the sixth anniversary of the Effective Date; and

(ii) "**Subsidiary**" has the meaning ascribed thereto in the ABCA.

Section 1.02 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into articles, sections and other portions and the insertion of headings are for reference purposes only and shall not affect the interpretation of this Plan of Arrangement. Unless otherwise indicated, any reference in this Plan of Arrangement to "Article" or "section" followed by a number refers to the specified Article or section of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereunder" and similar expressions refer to this Plan of Arrangement, and any amendments, variations or supplements hereto made in accordance with the terms hereof or the Arrangement Agreement or made at the direction of the Court in the Final Order and do not refer to any particular Article, section or other portion of this Plan of Arrangement.

Section 1.03 Rules of Construction.

In this Plan of Arrangement, unless the context otherwise requires, (a) words importing the singular number include the plural and vice versa, (b) words importing any gender include all genders, and (c) "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

Section 1.04 Date of Any Action.

In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a business day, such action shall be required to be taken on the next succeeding day which is a business day.

Section 1.05 Time.

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in the Letter of Transmittal are local time (Edmonton, Alberta) unless otherwise stipulated herein or therein.

Section 1.06 Currency.

Unless otherwise stated, all references in this Plan of Arrangement to sums of money and payments to be made hereunder are expressed in lawful money of Canada.

Section 1.07 Statutes.

Any reference to a statute includes all rules and regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.

ARTICLE 2
ARRANGEMENT

Section 2.01 Arrangement Agreement.

This Plan of Arrangement is made pursuant to, is subject to the provisions of and forms part of the Arrangement Agreement, and constitutes an arrangement as referred to in Section 193 of the ABCA.

Section 2.02 Binding Effect.

This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, will become effective at, and be binding at and after, the Effective Time on (i) the Company, (ii) Parent and Acquisition Sub, (iii) all registered and beneficial Company Shareholders and (iv) all registered and beneficial holders of Options.

Section 2.03 Arrangement.

On the Effective Date, subject to the Dissent Rights referred to in Section 3.01, the following events set out in this Section 2.03 shall occur and shall be deemed to occur consecutively in the order and at the times set out in this Section 2.03 without any further authorization, act or formality:

(a) Effective at the Effective Time:

(i) each Option (whether vested or unvested) outstanding immediately prior to the Effective Time shall be deemed to be vested and shall be transferred by the holder thereof to the Company and cancelled in exchange for a cash payment by the Company equal to the amount (if any) by which the Consideration exceeds the exercise price thereof, less applicable withholdings;

(ii) the Company Stock Option Plan shall be terminated;

(iii) each outstanding Company Common Share (other than the Company Common Shares that are held by holders who have exercised their Dissent Rights and who are ultimately entitled to be paid the fair value for such Company Common Shares) shall be transferred by the holder thereof to Acquisition Sub in exchange for a cash payment equal to the Consideration; and

(iv) the names of the holders of the Company Common Shares transferred to Acquisition Sub shall be removed from the applicable registers of holders of Company Common Shares and Acquisition Sub will be recorded as the registered holder of the Company Common Shares so acquired and shall be deemed to be the legal and beneficial owner thereof free and clear of any Liens.

(b) Effective at one minute after the Effective Time, the Company and Acquisition Sub shall be amalgamated and continued as one corporation under the ABCA in accordance with the following:

(i) Name. The name of Amalco shall be "Steeplejack Industrial Group Inc.";

(ii) Registered Office. The registered office of Amalco shall be located in the City of Edmonton in the Province of Alberta. The address of the registered office of Amalco shall be Suite 600, 12220 Stony Plain Road, Edmonton, Alberta T5N 3Y4;

(iii) Restrictions on Business. There shall be no restrictions on the business which Amalco is authorized to carry on;

(iv) Authorized Capital. Amalco shall be authorized to issue an unlimited number of common shares;

(v) Share Provisions. The rights, privileges, restrictions and conditions attaching to each class of shares of Amalco shall be as set out in Appendix B attached hereto;

(vi) Restrictions on Transfer. Shares issued by Amalco shall not be transferred without the consent of either (x) the directors evidenced by a resolution passed or signed by them and recorded in the books of Amalco; or (y) the holders of a majority in number of the outstanding voting shares of Amalco. Securities of Amalco, other than shares and non-convertible debt securities, shall not be transferred without compliance with the restrictions on transfer contained in the applicable securityholders' agreement or, absent any such restrictions, without the consent of the Secretary of Amalco;

(vii) Number of Directors. Amalco shall have four directors;

(viii) First Directors. The first directors of Amalco shall be Lance Hirt, Andrew Weinberg, Todd Brock and Patrick Ross. The first directors of Amalco shall hold office until the first annual meeting of shareholders of Amalco (or the signing of a written resolution in lieu thereof) or until their successors are elected or appointed;

(ix) Conversion or Cancellation of Shares. The issued and outstanding shares of each of the Company and Acquisition Sub shall be converted into fully paid and non-assessable shares of Amalco or shall be cancelled without any repayment of capital in respect thereof as follows:

  (A) each common share of Acquisition Sub shall be converted into one common share of Amalco; and

  (B) all of the Company Common Shares shall be cancelled without any repayment of capital in respect thereof;

(x) Stated Capital. For the purposes of the ABCA, the aggregate stated capital attributable to the common shares of Amalco pursuant to the Arrangement on the conversion of the common shares of Acquisition Sub and the cancellation of the Company Common Shares shall be the aggregate of the stated capital attributable to the common shares of Acquisition Sub so converted immediately before the amalgamation;

(xi) By-laws. The by-laws of Amalco shall be the same as those of Acquisition Sub;

(xii) Effect of Amalgamation. The provisions of subsections 186(b), (c), (d), (e) and (f) of the ABCA shall apply to the amalgamation with the result that:

(A) the property of each amalgamating corporation shall continue to be the property of Amalco;

(B) Amalco shall continue to be liable for the obligations of each amalgamating corporation;

(C) any existing cause of action, claim or liability to prosecution of an amalgamating corporation shall be unaffected;

(D) any civil, criminal or administrative action or proceeding pending by or against an amalgamating corporation may be continued to be prosecuted by or against Amalco; and

(E) a conviction against, or ruling, order or judgment in favour of or against, an amalgamating corporation may be enforced by or against Amalco.

(c) Articles. The Articles of Arrangement filed to give effect to the Arrangement shall be deemed to be the articles of incorporation of Amalco and the Certificate issued by the Registrar shall be deemed to be the certificate of incorporation of Amalco.

ARTICLE 3
RIGHTS OF DISSENT

Section 3.01 Rights of Dissent.

(a) Registered Company Shareholders may exercise pursuant to and in the manner set forth in Section 191 of the ABCA, as modified by this Section 3.01, the right of dissent in connection with the Arrangement, as the same may be modified by the Interim Order or the Final Order (the "Dissent Rights"); provided that notwithstanding Section 191(5) of the ABCA, the written objection to the Arrangement Resolution referred to in Section 191(5) of the ABCA must be received by the Company not later than 5:00 p.m. (Edmonton time) on the business day preceding the Meeting, or if the Meeting is adjourned or postponed, 5:00 p.m. (Edmonton time) on the business day preceding the date of such adjourned or postponed Meeting. Holders who duly exercise such Dissent Rights and who:

(i) are ultimately entitled to be paid by Acquisition Sub the fair value for their Company Common Shares shall be deemed to have transferred such Company Common Shares to Acquisition Sub, without any further act or formality, free and clear of any Liens on the Effective Date contemporaneously with the event described in Section 2.03(a)(iii) in exchange for a right to be paid the fair value of such Company Common Shares; or

(ii) are ultimately not entitled, for any reason, to be paid fair value for their Company Common Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Company Shareholder and shall receive $11.50 in cash from Acquisition Sub for each Company Common Share.

(b) In no circumstances shall the Company, Acquisition Sub or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of those Company Common Shares in respect of which such rights are sought to be exercised.

(c) For greater certainty, in no case shall Parent, Acquisition Sub, the Company or any other Person be required to recognize Dissenting Holders as holders of Company Common Shares after the Effective Time, and the names of such Dissenting Holders shall be deleted from the register of

Company Shareholders on the Effective Date at the same time as the event described in Section 2.03(a)(iii) occurs and Acquisition Sub shall be recorded as the registered holder of the Company Common Shares so transferred and shall be deemed the legal and beneficial owner thereof free and clear of any Liens. In addition to any other restrictions under Section 191 of the ABCA and, for greater certainty, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Options and (ii) Company Shareholders who vote, or who have instructed a proxyholder to vote and have not revoked such instructions, in favor of the Arrangement Resolution.

ARTICLE 4
CERTIFICATES AND PAYMENTS

Section 4.01 Exchange of Certificates for Cash.

(a) On the Closing Date, prior to the filing of the Articles of Arrangement with the Registrar, Acquisition Sub shall deposit with the Depositary, for the benefit of Company Shareholders, cash in the aggregate amount equal to the payment contemplated by Section 2.03(a)(iii). Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Company Common Shares that were exchanged for cash, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Company Shareholder of such surrendered certificate shall be entitled to receive in exchange therefor from the Depositary, and the Depositary shall deliver as soon as possible to such Company Shareholder, a cheque (or other form of immediately available funds) representing the cash which such Company Shareholder has the right to receive under the Arrangement for such Company Common Shares, less any amounts withheld pursuant to Section 4.03 and any certificate so surrendered shall forthwith be cancelled. The cash deposited with the Depositary shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of Acquisition Sub.

(b) Until surrendered as contemplated by this Section 4.01, each certificate which immediately prior to the Effective Time represented Company Common Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in this Section 4.01, less any amounts withheld pursuant to Section 4.03. Any such certificate formerly representing Company Common Shares not duly surrendered on or before the Sixth Anniversary shall cease to represent a claim by or interest of any former Company Shareholder of any kind or nature against or in the Company, Parent, Acquisition Sub or Amalco. On the Sixth Anniversary, all cash to which such former holder was entitled shall be deemed to have been surrendered to Amalco.

(c) On the Closing Date, prior to the filing of the Articles of Arrangement with the Registrar, the Company shall deposit with the Depositary for the benefit of holders of Options, as applicable, the amount of cash required to satisfy the payment obligations of the Company pursuant to Section 2.03(a)(i), such amount to be held for purposes of such obligations. The cash shall be held in a separate interest-bearing account and any interest earned on such funds shall be for the account of the Company. On or as soon as practicable after the Effective Date, the Depositary shall deliver on behalf of the Company to each holder who immediately before the Effective Time was a holder of Options, as reflected on the books and records of the Company as provided to the Depositary, a cheque (or other form of immediately available funds) representing the cash which such holder is entitled in accordance with Section 2.03(a).

(d) Any payment made by way of cheque by the Depositary on behalf of Acquisition Sub, Amalco, the Company or Parent that has not been deposited or has been returned to the Depositary, the Company, Parent or Amalco or that otherwise remains unclaimed, in each case, on or before the

Sixth Anniversary, and any right or claim to payment hereunder that remains outstanding on the Sixth Anniversary shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the consideration for Company Common Shares or Options, as the case may be, pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to Acquisition Sub, Amalco, the Company or Parent, as applicable, for no consideration.

Section 4.02 Lost Certificates.

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Common Shares that were exchanged pursuant to Section 2.03 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, cash deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall as a condition precedent to the delivery of such cash, give a bond satisfactory to Acquisition Sub or Amalco, Parent and the Depositary in such sum as Acquisition Sub or Amalco may direct, or otherwise indemnify Acquisition Sub, Parent, Amalco and the Company in a manner satisfactory to Acquisition Sub and the Company or Amalco, against any claim that may be made against Acquisition Sub, Parent, Amalco and the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4.03 Withholding Rights.

The Company, Acquisition Sub, Parent, Amalco and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable to any Company Shareholder or holder of Options such amounts as the Company, Acquisition Sub, Parent, Amalco or the Depositary determines are required or permitted to be deducted and withheld with respect to such payment under the ITA, or any provision of federal, provincial, territorial, state, local or foreign tax Law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Company Shareholder or holder of Options, as the case may be, in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

ARTICLE 5
AMENDMENTS

Section 5.01 Amendments to Plan of Arrangement.

(a) The Company may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time; provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by Parent and Acquisition Sub, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to Company Shareholders and holders of Options if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Meeting (provided that Parent and Acquisition Sub shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Meeting shall be effective only if (i) it is consented to by each of the Company, Parent and Acquisition Sub (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by Company Shareholders and holders of Options voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time unilaterally by Parent, provided that it concerns a matter that, in the reasonable opinion of Parent, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former Company Shareholder or holder of Options.

ARTICLE 6
FURTHER ASSURANCES

Section 6.01 Further Assurances.

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein.

APPENDIX B TO THE PLAN OF ARRANGEMENT

AMALCO COMMON SHARE PROVISIONS

1. Voting

Each common share entitles its holder to receive notice of and to attend all general and special meetings of shareholders of Amalco. Each such common share entitles its holder to one vote.

2. Dividends

The holders of common shares are, at the sole discretion of the Board of Directors of Amalco, entitled to receive out of any profits or all profits or surplus of Amalco properly applicable to the payment of dividends, such dividends as may be declared by the Board of Directors from time to time and payable by Amalco on the common shares.

No declaration or payment of any dividend shall be made to the holders of the common shares if there are reasonable grounds for the Board to believe that:

(a) Amalco is, or would after the payment be, unable to pay its liabilities as they become due, or

(b) the declaration or payment of such dividend would result in the realizable value of the assets of Amalco being reduced to less than the aggregate of:

  (i) the liabilities of Amalco, and

  (ii) the stated capital of the common shares.

3. Dissolution

In the event of the voluntary or involuntary liquidation, dissolution or winding-up of Amalco, or other distribution of assets of Amalco among the shareholders for the purpose of winding up its affairs, the holders of the common shares shall be entitled to receive ratably in any distribution of any part of the assets of Amalco available after payment or satisfaction of all liabilities of Amalco.

BUSINESS CORPORATIONS ACT

Alberta

Articles of Amalgamation

1. Name of Amalgamated Corporation

Steeplejack Industrial Group Inc.

2. The classes of shares, and any maximum number of shares that the corporation is authorized to issue:

The Corporation is authorized to issue an unlimited number of common shares, having the rights, privileges, restrictions and conditions set out in the attached Schedule "A": Share Structure.

3. Restrictions on share transfers (if any):

Please see attached Schedule "B": Restrictions on Share Transfers.

4. Number, or minimum and maximum number of directors:

The Corporation shall have four directors.

5. If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):

None.

6. Other provisions (if any):

Please see attached Schedule "C": Other Provisions.

7. Name of Amalgamating Corporations	Corporate Access Number
Steeplejack Industrial Group Inc.	203656723
1343512 Alberta Ltd.	2013435124

4. DATE	SIGNATURE	TITLE
September 26, 2007		Patrick F. Ross Director

REGISTERED ON
THE ALBERTA REGISTRIES
CORES SYSTEM
SEP 26 2007

SCHEDULE "A"

SHARE STRUCTURE

1. Voting

Each common share entitles its holder to receive notice of and to attend all general and special meetings of shareholders of the Corporation. Each such common share entitles its holder to one vote.

2. Dividends

The holders of common shares are, at the sole discretion of the Board of Directors of the Corporation, entitled to receive out of any profits or all profits or surplus of the Corporation properly applicable to the payment of dividends, such dividends as may be declared by the Board of Directors from time to time and payable by the Corporation on the common shares.

No declaration or payment of any dividend shall be made to the holders of the common shares if there are reasonable grounds for the Board to believe that:

a) The Corporation is, or would after the payment be, unable to pay its liabilities as they become due, or

b) the declaration or payment of such dividend would result in the realizable value of the assets of the Corporation being reduced to less than the aggregate of:

    i. the liabilities of the Corporation, and

    ii. the stated capital of the common shares.

3. Dissolution

In the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, or other distribution of assets of the Corporation among the shareholders for the purpose of winding up its affairs, the holders of the common shares shall be entitled to receive ratably in any distribution of any part of the assets of the Corporation available after payment or satisfaction of all liabilities of the Corporation.

SCHEDULE "B"

RESTRICTIONS ON SHARE TRANSFERS

Shares issued by the Corporation shall not be transferred without the consent of either (x) the directors evidenced by a resolution passed or signed by them and recorded in the books of the Corporation; or (y) the holders of a majority in number of the outstanding voting shares of the Corporation.

SCHEDULE "C"

OTHER PROVISIONS

Securities of the Corporation, other than shares and non-convertible debt securities, shall not be transferred without compliance with the restrictions on transfer contained in the applicable securityholders' agreement or, absent any such restrictions, without the consent of the Secretary of the Corporation.

BUSINESS CORPORATIONS ACT

FORM 3

Alberta

NOTICE OF ADDRESS OR NOTICE OF CHANGE OF ADDRESS

1. NAME OF CORPORATION:	2. CORPORATE ACCESS NUMBER:
Steeplejack Industrial Group Inc.	**2013516436**

3. ADDRESS OF REGISTERED OFFICE (ONLY A STREET ADDRESS, INCLUDING POSTAL CODE, OR LEGAL LAND DESCRIPTION).

Suite 600, 12220 Stony Plain Road
Edmonton, Alberta
T5N 3Y4

4. RECORDS ADDRESS (ONLY A STREET ADDRESS, INCLUDING POSTAL CODE, OR LEGAL LAND DESCRIPTION).

5. ADDRESS FOR SERVICE BY MAIL, IF DIFFERENT FROM ITEM 3 (ONLY A POST OFFICE BOX, INCLUDING POSTAL CODE).

6. DATE	SIGNATURE	TITLE
September 26, 2007		Patrick F. Ross Director

FILED

REGISTERED ON
THE ALBERTA REGISTRIES
CORES SYSTEM
SEP 26 2007
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BUSINESS CORPORATIONS ACT

FORM 6

Alberta

NOTICE OF DIRECTORS OR NOTICE OF CHANGE OF DIRECTORS

1. Name of Corporation	2. Alberta Corporate Access Number
Steeplejack Industrial Group Inc.	2013516436

3. The following persons were appointed Director(s) on ____________ (yyyy/mm/dd):

Name of Director (Last, First, *Second*)	Mailing Address (*including* postal code)	Resident Canadian? Yes No

4. The following persons ceased to hold office as Director(s) on ____________ (yyyy/mm/dd):

Name of Director (Last, First, *Second*)	Mailing Address (*including* postal code)

5. As of this date, the Director(s) of the corporation are:

Name of Director (Last, First, *Second*)	Mailing Address (*including* postal code)	Resident Canadian? Yes No
Hirt, Lance	630 Fifth Avenue, 30th Floor New York, NY 10111	No
Weinberg, Andrew	630 Fifth Avenue, 30th Floor New York, NY 10111	No
Brock, Todd	630 Fifth Avenue, 30th Floor New York, NY 10111	No
Ross, Patrick F.	253 Third Street S.E. Medicine Hat, Alberta T1A 0G4	Yes

6. To be completed only by Alberta Corporations:

Are at least 25% of the members of the Board of Directors Resident Canadians? ☒ Yes ☐ No

DATE	SIGNATURE	TITLE
September 26, 2007		Patrick F. Ross Director

FILED

REGISTERED ON THE ALBERTA REGISTRIES CORES SYSTEM

SEP 26 2007