HSBC

May 21, 2009

Focus Directional Services Inc.
#106, 5726 Burleigh Crescent S.E.
Calgary, Alberta
T2H 1Z8

Attention: Blair Layton

Dear Sir:

HSBC Bank Canada (the **"Bank"**) is pleased to offer the following new credit facilities (the **"Loans"**) on the terms and conditions set out below. The terms and conditions contained in the Schedule are incorporated by reference into and form an integral part of this Facility Letter.

Borrower

Focus Directional Services Inc. (the **"Borrower"**).

1. **Operating Loan**

1.1 Amount:

CAD 5,500,000 demand revolving loan (the **"Operating Loan"**).

1.2 Purpose:

To assist in financing the day-to-day operating requirements of the Borrower.

1.3 Availability:

Available by way of account overdraft following satisfaction of the Conditions Precedent. The Borrower shall ensure that the amount advanced and outstanding under the Operating Loan shall at no time exceed the Margin Requirement, as calculated by the Bank, being the aggregate of:

(i) 75% of Acceptable Receivables; less

(ii) Priority Claims.

1.4 Repayment:

All amounts outstanding under the Operating Loan shall be repaid on demand by the Bank and, unless and until otherwise demanded, interest shall be paid at the rate set out below and in the manner provided in the attached Schedule.

1.5 Interest:

Interest shall be paid at the Bank's Prime Rate plus [redacted] per annum.

1.6 Fees:

The Borrower shall pay to the Bank:

(a) a monthly administration fee of CAD [redacted]

(b) a standby fee of [redacted] on the amount of the unused portion of the Operating Loan, calculated daily and payable monthly in arrears;

(c) a set-up and administration fee of CAD [redacted] of which CAD [redacted] has been paid to the Bank; and

(d) an annual renewal fee of CAD [redacted] at the time the Bank conducts and completes its annual review of the Borrower's credit facilities.

2. **EFT Limit**

2.1 Amount:

CAD 250,000 electronic funds transfer limit (the **"EFT Limit"**).

2.2 Purpose:

To assist with payroll and accounts payable by way of direct bank-to-bank transfers.

2.3 Availability:

Availability shall be made in accordance with the terms and conditions of the Bank's standard cash management documentation relevent to electronic funds tranfers.

2.4 Repayment, Interest and Fees:

All amounts outstanding under the EFT Limit shall be paid monthly from operating cash flow.

3. **Security**

3.1 Security Documents:

The liability, indebtedness and obligations of the Borrower under the Loans and this Facility Letter shall be evidenced, governed and secured, as the case may be, by the following documents (the **"Security Documents"**) completed in form and manner satisfactory to the Bank or its solicitors:

(a) line of credit by way of current account overdraft agreement executed by the Borrower;

(b) general security agreement creating a first priority security interest in all present and after acquired personal property of the Borrower and a floating charge over all of the Borrower's present and after acquired real property;

(c) assignment/endorsements by the Borrower to the Bank of all risk insurance (including extended coverage endorsement) in amounts and from an insurer acceptable to the Bank, on all of the Borrower's real and personal property including, without limitation, lands, buildings, equipment and inventory owned by the Borrower, showing the Bank as first loss payee by way of standard mortgage endorsement, such policy to include business interruption and public liability insurance;

(d) assignment and postponement by the shareholders and related parties of the Borrower of all present and future indebtedness and other amounts owing or outstanding to them by the Borrower (as applicable);

(e) all supporting certificates and opinions as the Bank may reasonably require; and

(f) such other documents as the Bank may reasonably request in order to register or otherwise perfect the documents listed above.

3.2 Registration:

The Security Documents will be registered in all jurisdictions and at all registries or public office as the Bank may determine necessary or beneficial to perfect or protect its interest under the Security Documents. Subject to the Priorities Agreement (as defined below), the Security Documents shall rank in priority to all other mortgages, charges, liens, encumbrances and security interests unless otherwise specifically agreed to in writing by the Bank.

4. **Conditions Precedent**

The conditions precedent to the Bank's obligation to the advance of the Loans and to the continued availability of the Loans are set out below and in Section IV of the attached Schedule to this Facility Letter (collectively the **"Conditions Precedent"**). The Borrower shall deliver or cause to be delivered the following in form and content satisfactory to the Bank or its solicitor:

(a) accountant prepared year end financial statements for 1113954 Alberta Ltd. for the last fiscal year-end confirming results acceptable to the Bank;

(b) evidence of key man insurance on the lives of shareholders the Borrower;

(c) a copy of the equipment financing commitment letter between Roynat Inc. and 1113954 Alberta Ltd.; and

(d) a priorities agreement between Roynat Inc. and the Bank outlining priorities between the parties (the **"Priorities Agreement"**).

5. **Borrower's Covenants and Conditions**

The Borrower covenants and agrees with the Bank that, so long as any portion of the Loans or any indebtedness or liabilities of the Borrower under this Facility Letter remain outstanding, it shall not, without the prior written consent of the Bank:

(a) permit its ratio of debt to tangible net worth to at any time exceed 2.50 to 1.00 (*tested quarterly*). For the purposes of this calculation, debt is defined as total liabilities plus Off-Balance Sheet Arrangements less, shareholder and related party loans (if assigned and postponed to the Bank), and tangible net worth is defined as total shareholder equity plus shareholder and related party loans (if assigned and postponed to the Bank), less intangible assets and goodwill. Assigned and postponed amounts may vary from time to time without requiring prior approval from the Bank provided the Borrower continues to maintain all financial covenants to the satisfaction of the Bank as outlined in this Facility Letter;

(b) permit its ratio of current assets to current liabilities to at any time be less than 1.25 to 1.00 (*tested quarterly*).

The Borrower agrees that the foregoing financial tests shall be calculated by the Bank using internally prepared financial statements of the Borrower or with such other statements as the Bank may agree to use from time to time.

6. **Financial Statements and Reports**

The Borrower shall deliver to the Bank the following:

(a) Monthly, within 30 days of each calendar month end:

   (i) aged list of accounts receivable of the Borrower;

   (ii) aged list of accounts payable of the Borrower;

   (iii) declaration of inventory and priority payables in accordance with the Bank's format;

   (iv) internally-prepared profit and loss statement and balance sheet for the Borrower;

(b) Annually, within 120 days of the Borrower's fiscal year end:

   (i) audited financial statements for the Borrower;

   (ii) *pro forma* financial statements, cash flow forecast and budget for the following fiscal year of the Borrower;

(c) Such additional financial statements and information as and when requested by the Bank.

7. **Lapse, Periodic Review and Cancellation**

Without limiting the Bank's right to demand repayment of the Loans at any time, this Facility Letter shall, at the option of the Bank, lapse and the obligations of the Bank shall end if there has, in the opinion of the Bank, been a material adverse change in the financial condition of the Borrower, or if the Conditions Precedent have not been met and initial advance of the Loans has not been made, within three months of the date of the Facility Letter. Without limiting the Bank's right to demand repayment of the Loans at any time, the Loans shall be subject to periodic review by the Bank as and when determined by the Bank in its discretion. Any unadvanced portion of the Loans shall be automatically cancelled upon demand being made by the Bank for repayment of the amount outstanding under the Loans.

8. **Acceptance**

The terms and conditions of this Facility Letter may be accepted by signing, dating and returning the enclosed duplicate copy of this Facility Letter signed by the Borrower to the Bank by 5:00 pm on May 31, 2009. Failing such acceptance, this offer will automatically expire and shall be of no further force or effect.

Yours truly,

HSBC BANK CANADA

[redacted]

[redacted]

The undersigned hereby acknowledges and agrees to the terms and conditions of this Facility Letter this 25 day of May, 2009.

THE BORROWER:

Focus Directional Services Inc.

Per: [redacted]

Per: [redacted]

SCHEDULE TO FACILITY LETTER
FROM HSBC BANK CANADA
TO FOCUS DIRECTIONAL SERVICES INC.
DATED MAY 21, 2009

This Schedule shall form part of the Facility Letter and the Loans as described in the Facility Letter shall also be subject to the following terms and conditions:

I. Definitions

For the purpose of the Facility Letter, the following terms shall have the meanings indicated below:

"Acceptable Receivables" means the aggregate of accounts receivable of the Borrower, determined by the Bank from its review of the most recent financial statements and aged listing of accounts receivable of the Borrower, over which the Bank holds a first assignment or first security interest, subject only to Priority Claims from customers approved by the Bank which have been outstanding for not more than 90 days (except for accounts receivable from Canadian Natural Resources Ltd., Shell Canada Limited, Enerplus Resources Fund, and Paramount Resources Ltd. which are subject to 120 days) from which shall be excluded accounts receivable from affiliated corporations and accounts which are disputed by the Borrower's customers or are subject to set-off;

"Bank's Prime Rate" means the variable annual rate of interest established and adjusted by the Bank from time to time as its reference rate for purposes of determining rates of interest it will charge on loans denominated in Canadian dollars and which was 2.25% on May 21, 2009. A certificate of a manager or account manager of the Bank shall be *prima facie* evidence of the Bank's Prime Rate from time to time;

"Facility Letter" means the letter from the Bank to the Borrower to which this Schedule is attached, together with this Schedule, and includes all amendments and replacements thereof;

"Governmental Authority" means any governmental, legislative, or regulatory authority, agency, commission, board or any court, tribunal or other law, regulation or bill making entity having or purporting to have jurisdiction on behalf of any nation, province or city;

"Guarantor(s)" means the party or parties, if any, who have or are to execute a guarantee or guarantees of the indebtedness of the Borrower under or in connection with this Facility Letter and the Security Documents;

"Legal Requirement" means all laws, statutes, codes, ordinances, orders, awards, judgments, decrees, injunctions, rules, regulations, authorizations, consents, approvals, orders, permits, franchises, licences, directions and requirements of any Governmental Authority or otherwise;

"Off-Balance Sheet Arrangements" means any transaction, agreement or other contractual arrangement between the Borrower and an entity that is not consolidated on the Borrower's financial statements, under which the Borrower may have: (i) any obligation under a direct or indirect guarantee or similar arrangement; (ii) a retained or contingent interest in assets transferred to an unconsolidated entity, (iii) derivatives, to the extent that the financial statements do not fully reflect fair value thereof as a liability or asset; or (iv) any obligation or liability, including a contingent obligation or liability, to the extent that it is not fully reflected in the Borrower's financial statements;

"Priority Claims" means any lien, claim, charge, security interest, trust claim, right or encumbrance of any Governmental Authority or other party (whether arising under any statute, law, contract or otherwise) having priority over the Security Documents and the mortgage, charge and security interest of the Bank in any of the inventory or accounts receivable of the Borrower.

II. Representations and Warranties

If a corporation, the Borrower and each Guarantor represents and warrants, as at the time of drawing under or other utilization of the Loans, that:

(a) it has been duly incorporated and organized, is properly constituted, is in good standing and is entitled to conduct its business in all jurisdictions in which it carries on business or has assets;

(b) the execution of the Facility Letter and the Security Documents and the incurring of liability and indebtedness to the Bank does not and will not contravene:

    (i) any Legal Requirement applicable to the Borrower and each Guarantor, respectively; or

    (ii) any provision contained in any other loan or credit agreement or borrowing instrument or contract to which the Borrower and each Guarantor, respectively, is a party;

(c) the Facility Letter and the Security Documents to which it is a party have been duly authorized, executed and delivered by the Borrower and each Guarantor, and constitute valid and binding obligations of the Borrower and each Guarantor, as the case may be, and are enforceable in accordance with their respective terms;

(d) all necessary Legal Requirements have been met and all other authorizations, approvals, consents and orders have been obtained with respect to the Loans and the execution and delivery of the Security Documents.

Each of the Borrower and the Guarantors also represents and warrants to the Bank that all financial and other information provided to the Bank in connection with the Loans is true and accurate in all material respects, and acknowledges that the offer of credit contained in the Facility Letter is made in reliance on the truth and accuracy of this information and the above representations and warranties.

III. Interest, Fees, Payment and Rights

(a) Interest on the daily balance of the principal amount advanced under the Loans and remaining unpaid from time to time shall be payable by the Borrower as set out in the Facility Letter both before and after demand, maturity, default and judgment;

(b) Each Loan shall bear interest from the date of advance at the variable annual rate of interest set out in this Facility Letter and shall accrue daily on the basis of a year of 365 days compounded monthly and payable on the last day of each month;

(c) In addition to the fees described in other portions of the Facility Letter, at the sole discretion of the Bank, the Borrower shall also pay to the Bank:

    (i) a fee of CAD [redacted] for each week that the Borrower is in default in providing the financial reports contemplated by this Facility Letter;

(d) The fees collected by the Bank shall be its property as consideration for the time, effort and expense incurred by it in the review and administration of documents and financial statements, and the Borrower acknowledges and agrees that the determination of these costs is not feasible and that the fees set out in the Facility Letter represent a reasonable estimate of such costs;

(e) Any amounts which become payable to the Bank under the Facility Letter or the Security Documents and which are not paid when due shall accrue interest and be payable from the due date at the rate and manner stipulated for the Loans first described in the Facility Letter, if no other interest rate is expressed for such amounts;

(f) All payments by the Borrower to the Bank shall be made at the address of the branch of the Bank set out on the first page of the Facility Letter or at such other place as the Bank may specify in writing from time to time. Any payment delivered or made to the Bank by 1:00 p.m. local time at the place where such payment is to be made shall be credited as of that day, but if made afterwards shall be credited as of the next day on which the said branch is open for business;

(g) Notwithstanding anything to the contrary contained in the Facility Letter, the Bank may, in its discretion, make an advance under the Loans to pay any unpaid interest or fees which have become due under the terms of the Facility Letter;

(h) The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the Loans, and interest, fees and other amounts due in connection with the Loans, in an account of the Borrower maintained by the Bank shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under the Loans; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Loans shall not be affected by the failure of the Bank to make such recording. The Borrower also acknowledges being indebted to the Bank for principal amounts shown as outstanding from time to time in the Bank's account records, and all accrued and unpaid interest in respect of such amounts, in accordance with the terms and conditions of this Facility Letter;

(i) The obligation of the Borrower to make all payments under the Facility Letter and the Security Documents shall be absolute and unconditional and shall not be limited or affected by any circumstance, including, without limitation:

(i) any set-off, compensation, counterclaim, recoupment, defence or other right which the Borrower may have against the Bank or anyone else for any reason whatsoever; or

(ii) any insolvency, bankruptcy, reorganization or similar proceedings by or against the Borrower.

(j) In addition to and not in limitation of any rights now or hereafter available to the Bank whether under applicable law or arising in the Security Documents, the Bank is authorized, at any time and from time to time, upon delivery of written notice to the Borrower to set-off and appropriate and to apply any and all deposits (general and special) and any other indebtedness at any time held by or owing by the Bank to or for the credit of the Borrower against and on account of the obligations and liabilities of the Borrower to the Bank under this Facility Letter. The Bank agrees to provide written notice of the exercise of any of the rights under this section immediately after the exercise of such rights.

(k) The remedies, rights and powers of the Bank under this Facility Letter, the Security Documents and at law and in equity are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of the Bank and no delay or omission in exercise of any such remedy, right or power shall exhaust such remedies, rights or powers or be construed as a waiver of any of them.

IV. Conditions Precedent

In addition to the Conditions Precedent previously set out, it shall also be a condition precedent to the initial advance and continued availability of the Loans that the Bank shall have received:

(a) The Security Documents completed and, where necessary, registered in form and manner satisfactory to the Bank's solicitors;

(b) Satisfactory bankers' and/or other agency reports on the financial position of the Borrower, the Guarantors and such customers of the Borrower as the Bank may specify from time to time;

(c) Verification of insurance arranged by the Borrower conforming to the Bank's requirements;

(d) Confirmation that the Borrower is in compliance with each of the terms and conditions of the Facility Letter.

V. Borrower's Covenants and Conditions

In addition to the conditions previously set out, the following conditions shall apply until the Loans are repaid in full and cancelled:

(a) The Borrower shall not, other than in accordance with the Priorities Agreement, without the prior written consent of the Bank:

(i) grant or allow any lien, charge, security interest, privilege, hypothec or other encumbrance, whether fixed or floating, to be registered against or exist on any of its assets, and in particular, without limiting the generality of the foregoing, shall not grant a trust deed or other instrument in favour of a trustee (other than the trust established in respect of the Employee Profit Sharing Plan relating to the Borrower);

(ii) become guarantor or endorser or otherwise become liable upon any note or other obligation other than in the normal course of business of the Borrower;

(iii) declare or pay dividends on any class or kind of its shares, repurchase or redeem any of its shares or reduce its capital in any way whatsoever or repay any shareholders' advances (that would result in an event of default);

(iv) amalgamate with or permit all or substantially all of its assets to be acquired by any other person, firm or corporation or permit any reorganization or change of control of the Borrower;

(v) permit any property taxes or strata fees to be past due at any time.

(b) The Bank shall have the right to waive the delivery of any Security Documents or the performance of any term or condition of the Facility Letter, and may advance all or any portion of the Loans prior to satisfaction of any of the Conditions Precedent, but waiver by the Bank of any obligation or condition shall not constitute a waiver of performance of such obligation or condition in the future;

(c) All financial terms and covenants shall be determined in accordance with generally accepted accounting principles, applied consistently;

VI. Environmental Matters

(a) To the best of the Borrower's knowledge after due and diligent inquiry, except as disclosed in writing to the Bank, no regulated, hazardous or toxic substances are being stored on any of the Borrower's lands, facilities or premises (the **"Premises"**), except in accordance with good industry practice and applicable environmental laws. The Borrower agrees to provide written notice to the Bank immediately upon the Borrower becoming aware that the Premises or any adjacent property are being or have been contaminated in any material respect with regulated, hazardous or toxic substances. The Borrower shall take reasonable precautions to prevent the Premises or any other property from being contaminated with regulated, hazardous or toxic substances as a result of any activities on the Premises. For the purposes of the Facility Letter, the term "regulated, hazardous or toxic substances" means any substance, defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial or local statute, regulation or ordinance now or in the future in effect, or any substance or materials, the use or disposition of which is regulated by any such statute, regulation or ordinance;

(b) The Borrower shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal or cleanup of regulated, hazardous or toxic substances in the Borrower's business or in, on, or under the Premises or in, on or under any adjacent property that becomes contaminated with regulated, hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the Premises, or incorporated in any improvements thereon. In the event the Borrower fails to do so following reasonable prior notice from the Bank, the Bank may, but shall not be obligated to, enter upon the Premises and take such actions and incur such reasonable costs and expenses to effect such compliance as it deems advisable and the Borrower shall reimburse the Bank on demand for the full amount of all reasonable costs and expenses incurred by the Bank in connection with such compliance activities;

(c) The assets of the Borrower which are now or in the future encumbered by the Security Documents are hereby further mortgaged and charged to the Bank, and the Bank shall have a security interest in such assets, as security for the repayment of such costs and expenses and interest thereon, as if such costs and expenses had originally formed part of the Loans.

VII. Bank Visits

Representatives of the Bank shall be entitled to attend at the Borrower's business premises and to view all financial records of the Borrower at any time, on reasonable notice.

VIII. Legal and Other Expenses

The Borrower shall pay all reasonable legal fees and disbursements (on a solicitor and own client basis) in respect of the Loans, the preparation, issue and registration of the Security Documents and the enforcement and preservation of the Bank's rights and remedies under this Facility Letter and the Security Documents, and all reasonable fees and costs for appraisals, insurance consultation, credit reporting and responding to demands of any government or any agency or department thereof, whether or not the documentation is completed or any funds are advanced under the Loans.

IX. Non-Merger and Non-Assignment

This Facility Letter shall, on execution by the Borrower and each Guarantor, replace all previous facility letters from the Bank to the Borrower with respect to the Loans. Any existing loan to the Borrower shall be modified, not refinanced, without novation of the Borrower's existing facilities or obligations, by virtue of the Facility Letter unless otherwise provided in the Facility Letter. The terms and conditions of the Facility Letter shall not be merged by and shall survive the execution of the Security Documents. In the event of a conflict between the terms of this Facility Letter and the terms of the Security Documents the terms of this Facility Letter shall prevail to the extent of such conflict.

The benefits conferred by this Facility Letter shall enure to the benefit of the Bank and its successors and assigns and shall be binding on the Borrower and Guarantors and their successors and permitted assigns.

Neither the Borrower nor the Guarantors shall assign all or any of its rights, benefits or obligations under this Facility Letter without the prior written consent of the Bank.

X. Waiver or Variation

No term or condition of the Facility Letter or any of the Security Documents may be waived or varied verbally or by any course of conduct of any officer, employee or agent of the Bank. All waivers must be in writing and signed by the waiving party.

Any amendment to the Facility Letter or the Security Documents must be in writing and signed by a duly authorized officer of the Bank.

XI. Consent and Acknowledgement to Collection, Use and Disclosure of Information

When it is necessary for providing products and services to the Borrower or any Guarantor, the Borrower and each Guarantor consents to the Bank obtaining from any credit reporting agency or from any person any information (including personal information) that the Bank may require at any time. The Borrower and each Guarantor also consent to the disclosure at any time by the Bank any information concerning the Borrower and any Guarantor to any credit grantor, to any credit reporting agency, or to the Bank's subsidiaries and affiliates. If applicable, the Borrower also authorizes the Bank to release the information contemplated by any builder's lien or similar legislation to all persons claiming a right to such information under such legislation. The Borrower and each Guarantor may refuse or withdraw these consents; however, this may result in the Bank canceling or withholding products or services for which these consents are necessary. Unless each Guarantor advises the Bank otherwise, the Bank may use each Guarantor's social insurance number to help ensure accurate credit enquiries.

XII. Time of Essence

Time shall be of the essence of the Facility Letter.

XIII. Governing Law

This Facility Letter and, unless otherwise specified therein, all other documents or instruments delivered in accordance with this Facility Letter shall be governed by and interpreted in accordance with the laws of the Province of Alberta (the **"Governing Jurisdiction"**) and the laws of Canada applicable therein. The Borrower and Guarantors irrevocably submit to the exclusive jurisdiction of the courts in the Governing Jurisdiction.