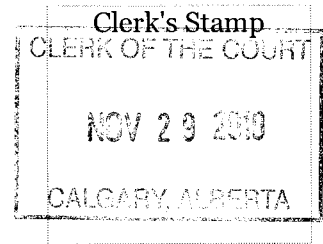


COURT FILE NUMBER 1001-08096
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF(S) HSBC BANK CANADA
DEFENDANT(S) PRO-LINE DIRECTIONAL SERVICES
PARTNERSHIP, PRO-LINE DIRECTIONAL
SERVICES INC., 1260458 ALBERTA LTD.,
MICHAEL COLUMBOS, DARRIN GABEL,
WES CROWE, KIRK LIVINGSTON, BRAD
GABEL, BARRY TUCKER and PROLINE
DIRECTIONAL SERVICES, U.S.A.
DOCUMENT **SALE APPROVAL AND VESTING ORDER**



ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Macleod Dixon
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400 Third Avenue SW
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Email: kyle.kashuba@maceloddixon.com
Attention: Kyle D. Kashuba
File No. 267933

I hereby certify this to be a true copy of
the original order
Dated this 29 day of Nov 2010
Audrey Geste
for Clerk of the Court

DATE ON WHICH ORDER/JUDGMENT WAS PRONOUNCED: November 29, 2010
NAME OF MASTER/JUDGE WHO MADE THIS ORDER: The Honourable Mr. Justice
G.C. Hawco

SALE APPROVAL AND VESTING ORDER

UPON THE APPLICATION of counsel for Alger & Associates Inc. in its capacity as receiver and manager (the "Receiver") of the assets, undertakings and property of Pro-Line Directional Services Partnership, Pro-Line Directional Services Inc. and 1260458 Alberta Ltd. (the "Pro-Line Companies" or the "Defendants"); **AND UPON** having read the second report of the Receiver, filed November 24, 2010 (the "Second Report") and the confidential supplemental report of the Receiver, filed November 24, 2010 (the "Supplemental Report"); **AND UPON** hearing counsel for the Receiver, counsel for HSBC Bank of Canada ("Plaintiff") and from any other parties who may be present; **AND UPON** it appearing that the sale of the Pro-Line

Equipment (as that term is defined herein) as proposed is just, fair and appropriate in all the circumstances and in the best interests of the receivership estate and the stakeholders affected thereby;

THE COURT IS CONVINCED AND HEREBY ORDERS AND DECLARES THAT:

Service:

1. The time for service of the application materials in support thereof is hereby abridged to the date of actual service and that service is hereby approved, this application is properly returnable today and further service of the application and supporting materials is hereby dispensed with.

Approval of Transactions:

2. The purchase agreements (the "Contracts") between the various purchasers (the "Purchasers") and the Receiver, such that are described in the Supplemental Report and are attached as Schedule "3" to the Supplemental Report, for the sale of the Pro-Line Equipment, are hereby approved and ratified.
3. The Receiver is hereby authorized to conclude the transactions contemplated by the Contracts (the "Transactions") and to take all such steps and execute all such documents as may reasonably be necessary to complete the Transactions contemplated therein.

Vesting of Property:

4. Upon closing of the Transactions, all of the Defendants' right, title and interest, in and to the Pro-Line Equipment shall, without further instrument of transfer or assignment, vest in the Purchasers as contemplated by the Contracts, absolutely and forever, free and clear of and from any and all claims by, through, or under the Defendants, and any of them, and free and clear of and from any and all estate, right, title, interest, and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of the Defendants whether or not they have attached or have been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or

contingent (all of the foregoing being collectively referred to hereinafter as the "Claims"), and whether such Claims came into existence prior to, subsequent to, or as a result of any previous order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executives, administrators or other legal representatives (collectively, the "Claimants"), including for greater certainty and without limiting the generality of the foregoing: (i) the Claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with this Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order of this Court in these proceedings.

5. The Purchasers shall, by virtue of the completion of the Transactions, have no liability of any kind whatsoever to any Claimants in respect of any Claims any of the Claimants may have against the Defendants, or any of them.
6. The Transactions shall not be void or voidable at the instance of Claimants and shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, oppressive, or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") or any other applicable federal or provincial legislation, and the Transactions, or any actions taken in connection therewith, shall not constitute conduct meriting an oppression remedy.
7. Nothing in this Order shall prejudice any person's *in personam* claim against any of the Defendants.
8. The Receiver is hereby authorized and directed to:
 - (a) perform the covenants in the Contracts substantially in accordance with its terms, subject to such amendments as the Receiver and the Purchasers may approve which do not materially and adversely alter the Transactions; and
 - (b) execute all deeds and documents, and to take all such steps as may be necessary or advisable in his sole discretion to consummate the Transactions.

9. The Defendants and all those registrants of encumbrances against the Pro-Line Equipment do stand absolutely debarred and foreclosed of and from all of their respective estate, right, title, interest and equity of redemption in the Pro-Line Equipment.
10. The Purchasers shall have possession of the Pro-Line Equipment upon the payment of the necessary funds to the Receiver, immediately upon closing of the Transactions, at which time the Defendants and any other person having possession of the Pro-Line Equipment shall deliver up possession of same to the Purchasers.
11. The Receiver, the Plaintiff and the Purchasers are at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

"G.C. Hawco"
Justice of the Court of Queen's Bench of Alberta