This is Exhibit "CC" to the Affidavit of Ronald J. Goguen sworn to on the 27th day of August 2012.

Jeffrey R. Parker
Commissioner of Oaths
Being a Solicitor

CLARUS
SECURITIES INC.

PERSONAL AND CONFIDENTIAL

August 2, 2012

Landdrill International Inc.
160 MacNaughton Avenue
Moncton, New Brunswick E1H 3L9

Attention: Ronald Goguen, President & CEO

Dear Mr. Goguen:

This letter confirms our agreement that Landdrill International Inc. and its subsidiaries ("you" or the "Company") has engaged Clarus Securities Inc. ("we" or "Clarus") to act as its exclusive financial advisor in connection with the possible sale of the Company in one or more series of transactions, by merger, consolidation, reorganization, recapitalization, restructuring, leveraged buyout, sale of all or a portion of your business, securities or assets or any other business combination.

Services. During the term of our engagement, we will advise and assist you in connection with the planning, execution and closing of a sale. Our services may include, to the extent that you and we agree necessary or advisable, assisting and advising you with respect to (1) performing valuation analyses, (2) identifying potential purchasers, (3) coordinating the auction or other process by which you will select the purchasers, (4) negotiating the agreements effecting the sale, (5) administering the closing of the sale and, if requested, (6) rendering a fairness opinion to your Board of Directors.

If requested by you, Clarus will render a fairness opinion to your Board of Directors with respect to the fairness from a financial point of view to the stockholders of the Company or the Company, as applicable, of the consideration to be received in the sale, as of the date of the opinion. Our opinion will be in scope, form and substance as we consider appropriate and will be addressed solely to your Board of Directors. In connection with delivering our opinion, our review of the Company and any purchaser will be limited to publicly available information and information provided to us by the Company and (if appropriate) by such purchaser or purchasers, and you acknowledge that we will not be required to independently verify such information. We will render our opinion at the meeting of your Board of Directors to finally consider the sale.

Our opinion and any written or oral advice provided by us pursuant to this engagement will be treated by the Company as confidential, will be solely for the information and assistance of the Company and its advisors in connection with their consideration of the sale and will not be reproduced, summarized, described or referred to, or furnished to any other party or used for any other purpose, except in each case with our prior written consent. We understand you may request that our opinion be disclosed in a registration statement and/or a proxy statement. You may disclose the opinion and refer to it provided that we expressly approve all statements in such documents relating to us or the opinion and provided that the opinion is reproduced in full and any description of or reference to us or our opinion or any summary of our opinion or presentation is in form and substance reasonably acceptable to us and our legal counsel.

Compensation. In connection with this engagement, the Company agrees to pay Clarus the following fees:

(1) A non-refundable cash engagement fee of C$25,000 on the date hereof.

(2) If requested, upon the delivery of our fairness opinion a cash fee of C$100,000.

(3) If a sale is consummated or announced with any party other than Energold Drilling Corp. ("Energold") (in each case either during the term of this engagement or pursuant to a definitive agreement entered into during the term of this engagement), a cash transaction fee of 3.0% of the total consideration (as defined herein). If a sale is consummated with Energold, then the cash transaction fee will be $300,000. The fee will be calculated and put into escrow two days prior to closing and will be paid upon closing.

(4) If a sale for which we would have been entitled to a fee is not consummated, one half of any termination, break-up, topping, or other fee or of the value of any option you receive.

"Consideration" means the sum of (1) the cash paid or payable, market value of marketable equity securities or interests, fair value of unmarketable equity securities or interests, face amount of straight and convertible debt instruments or obligations issued or issuable to the Company or its equity holders (including option holders) or any entity affiliated with you or your equity holders (including option holders) in connection with the sale, (2) the amount of indebtedness of the Company or any of its subsidiaries assumed, retired or defeased, directly or indirectly, by any purchaser or purchasers or any of their respective affiliates in connection with a sale, (3) any amounts paid by the Company to repurchase shares or dividends paid after the date of this agreement, and (4) the fair value of contingent future payment obligations arising in connection with the sale, including any amounts held back or placed in escrow. If the sale of the Company results in the sale of control of the Company, consideration will be calculated as if all of the Company were being acquired as of such time in an amount equal to the sum of any and all consideration paid, payable, assumed and incurred by an acquiring party or any entity affiliated with an acquiring party and consideration then payable divided by the percentage of the Company acquired through such date. The amount of any sale Consideration will be reasonably estimated by the Company and Clarus prior to the public announcement of the sale and determined as of, and any unpaid portion of the transaction fee will be paid by the Company at the time the sale is consummated. If any portion of the aggregate consideration is paid in the form of securities, the value of such securities, for purposes of calculating the transaction fee, will be determined by the average of the last sales prices for such securities on the five trading days ending five trading days prior to the date of the consummation of the acquisition. If such securities do not have an existing public trading market, the value of the securities and other non-cash consideration will be the mutually agreed upon fair market value on the day prior to the consummation of the sale.

Our fees will not be reduced by any obligation that you may have to any other broker, finder or advisor.

Reimbursement. You agree to reimburse us periodically upon request for our reasonable out-of-pocket costs and expenses incurred in connection with this engagement, including travel, reproduction, printing and similar expenses as well as the reasonable fees and expenses of our outside legal counsel and any other outside professionals retained by us, whether or not a sale is consummated; provided, however, that this sentence will not affect the Company's obligations set forth in *Annex A*.

Term. Upon 30 days notice either of us may terminate our engagement, the term of which will cease as of the effectiveness of such termination. Termination will not affect your obligation to pay our fees or reimburse our expenses or your obligations described under "Other Engagements" or "Indemnification". If at any time before the second anniversary of such termination a sale is consummated or you enter into a definitive agreement which later results in a sale, you will pay us the cash transaction fee described under "Compensation" above.

Other Engagements. Prior to the second anniversary of the termination of our engagement, you will offer to us the right to act as sole book-running lead manager or sole agent in the case of any offering or placement of securities. If we agree to act in any such capacity, you and we will enter into an appropriate form of underwriting, placement agency, engagement or other agreement relating to the type of transaction involved and containing customary fees, terms and conditions. Such agreement may include certain indemnification, reimbursement and miscellaneous provisions, but unless specifically covered by a separate agreement setting forth such arrangements, the provisions in this letter agreement and the attached *Annex A* will apply to each such transaction.

Indemnification. Because we will be acting on your behalf, you agree to indemnify us and related persons as set forth in *Annex A*. Your obligations in *Annex A* will remain operative regardless of any termination or completion of our services.

Miscellaneous. We are a full service securities firm and, therefore, we may from time to time effect transactions for our own account or for the account of our customers and hold positions in securities or options on securities of the Company and other companies which may be the subject of our services. This letter agreement will not limit or restrict our ability to lawfully engage in such transactions with respect to either the Company's securities or any other entity's securities.

In connection with this engagement, you agree to furnish us with any and all information about the Company, the proposed transaction and reasonable access to the Company's directors, officers, employees, independent accountants and legal and other advisors and to promptly inform Clarus if the Company is contacted by or on behalf of any party concerning a possible sale. You agree that all information provided by the Company will be complete and correct in all material respects and will not contain any untrue statement of material fact or omit to state any material fact necessary to make such information or statement not misleading in light of the circumstances under which such information was provided or such statement was made. You also agree that any projections or other information provided to us, any prospective party to a transaction or any governmental or regulatory entity will have been prepared in good faith and will be based upon assumptions which, in light of the circumstances under which they are made, are reasonable.

The Company acknowledges and agrees that we will provide our financial advice, written or oral, exclusively for the information of your Board of Directors and senior management of Landdrill, who will make all decisions regarding whether and how to pursue any opportunity or transaction, including the sale. Your Board of Directors and senior management will base their decisions on our advice as well as on the advice of legal, tax and other business advisors and other factors which they consider appropriate. Accordingly, as an independent contractor we will not assume the responsibilities of a fiduciary to you or your stockholders in connection with the performance of our services.

We do not provide accounting, tax or legal advice, and you are authorized (subject to applicable law) to disclose any and all aspects of any potential transaction to the extent necessary to support any Canadian income tax benefits expected to be claimed with respect to such transaction, without us imposing any limitation of any kind.

You agree that we may, at our option and expense, place an announcement on our website or in such newspapers and periodicals as we may choose, stating that we have acted as exclusive financial advisor to the Company in connection with any publicly announced sale relating to this letter agreement. You also agree that, if we so request, press releases announcing actions taken by the Company in connection with this engagement will acknowledge us as the Company's exclusive financial advisor.

This letter agreement, together with *Annex A*, contains our entire agreement concerning the proposed transaction and supersedes any prior understandings and agreements. This letter agreement will be binding upon and inure to the benefit of you, us, each Indemnified Person (as defined in *Annex A*) and our respective successors and assigns and nothing herein is intended to confer upon any person, other than you, us, each Indemnified Person and our respective successors and assigns, any rights, remedies, obligations or liabilities.

This letter agreement is made and will be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without reference to any principles of the conflicts of laws.

Any dispute arising out of or relating to this letter agreement (including any annex or exhibit) will exclusively be submitted to an arbitrator for binding and conclusive resolution. The arbitration will be in Toronto, Canada and will be administered in accordance with the provisions of the *Arbitration Act, 1991* (Ontario), S.O. 1991, Chap. 17, subject to the following rules and procedures. The arbitrator will have the authority to permit discovery and to follow the procedures that he or she determines to be appropriate. In all cases, however, the parties agree and direct the arbitrator to adopt procedures necessary to render a final decision within 180 days of the commencement of the arbitration. The arbitrator will have no power to award consequential (including lost profits), punitive or exemplary damages. The forum fees and other costs of the arbitration will be advanced equally by the parties, but the arbitrator will direct, as part of his or her final award, that the prevailing party recovers its reasonable attorneys' fees, costs of arbitration, prejudgment interest and any other out-of-pocket costs reasonably incurred to enforce this letter agreement. You and we consent to the non-exclusive personal jurisdiction and venue in the courts located in the Province of Ontario, Canada for purposes of enforcement of any arbitration award.

Any waiver of any right or obligation hereunder must be in writing signed by the party against whom such waiver is sought to be enforced. Time is of the essence under this letter agreement. Any amendment hereto must be in writing signed by you and us.

After reviewing this letter agreement, please confirm that it is in accordance with your understanding and effective as of the date first set above by signing and returning to us an executed copy.

Very truly yours,

CLARUS SECURITIES INC.

By: John Jentz
John Jentz, Managing Director

Accepted and Agreed as of the date set forth above:

LANDDRILL INTERNATIONAL INC.

By: R. Goguen
Ronald Goguen, President & CEO

CLARUS
SECURITIES INC.

Annex A

The Company will indemnify and hold harmless Clarus Securities Inc. ("Clarus"), its affiliates, the directors, officers, employees and agents of Clarus and its affiliates, and each other person or entity, if any, controlling Clarus or any of its affiliates (each, an "Indemnified Person"), from and against any losses, claims, damages, liabilities or expenses (including actions, claims or proceedings in respect thereof (collectively, "Proceedings") brought by or against any person, including stockholders of the Company, and the cost of any investigation and preparation therefor and defense thereof) (collectively, "Losses") arising out of or in connection with (i) advice or services rendered or to be rendered by any Indemnified Person pursuant to the letter agreement, (ii) the transactions contemplated by the letter agreement or (iii) any Indemnified Person's actions or inactions in connection with any such advice, services or transactions; provided, however, that the Company will not be obligated to indemnify for any Losses of any Indemnified Person to the extent such losses are determined by a court of competent jurisdiction in a final judgment not subject to appeal to have resulted solely from the bad faith or gross negligence of such Indemnified Person. The Company also agrees that no Indemnified Person will have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company in connection with (i) advice or services rendered or to be rendered by any Indemnified Person pursuant to the letter agreement, (ii) the transactions contemplated by the letter agreement or (iii) any Indemnified Person's actions or inactions in connection with any such advice, services or transactions, except to the extent such liabilities are determined by a court of competent jurisdiction in a final judgment not subject to appeal to have resulted solely from the bad faith or gross negligence of such Indemnified Person. The Company agrees that in no event will any Indemnified Person be liable or obligated in any manner for any damages (including, but not limited to actual, consequential, exemplary or punitive damages or lost profits) in excess of fees actually received by Clarus from the Company pursuant to the section of this letter agreement captioned "Compensation", and the Company agrees not to seek or claim any such damages or profits in any circumstance.

The Company also agrees to reimburse each Indemnified Person, periodically upon request, for all expenses (including fees and expenses of counsel) as they are incurred by such Indemnified Person in connection with investigating, preparing for or defending any Proceeding (or enforcing the letter agreement or any related engagement or commitment agreement), whether or not in connection with pending or threatened litigation in which any Indemnified Person is a party. Each Indemnified Person agrees to repay to the Company any reimbursed expenses determined by a court of competent jurisdiction in a final judgment not subject to appeal to have resulted from the bad faith or gross negligence of such Indemnified Person.

If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then the Company will contribute to the amount paid or payable by such Indemnified Person as a result of such Losses in such proportion as is appropriate to reflect the relative economic interests of the Company, its affiliates and its stockholders on the one hand and the Indemnified Person on the other in the matters contemplated by the letter agreement as well as the relative fault of the Company, its affiliates or its stockholders, on the one hand, and such Indemnified Person, on the other; provided, however, that in no event will the Indemnified Persons as a whole be required to contribute an amount greater than the amount of all fees actually received by Clarus from the Company pursuant to the section of this letter agreement captioned "Compensation".

The Company will not, without Clarus' prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit or proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Person from any liabilities arising out of such action, claim, suit, or proceeding. The Company will not permit any such settlement, compromise, consent or termination to include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an Indemnified Person, without such Indemnified Person's prior written consent. No Indemnified Person seeking indemnification, reimbursement or contribution under this agreement will, without the Company's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit or proceeding referred to herein.

The Company's reimbursement, indemnity and contribution obligations hereunder will be in addition to any liability that it may otherwise have, and will inure to the benefit of any successors, assigns, heirs and representatives of each Indemnified Person. Solely for the purpose of enforcing the letter agreement, the Company hereby consents to personal jurisdiction and venue in any court in which any Proceeding is brought. The provisions of this Annex A will survive any termination of this letter agreement, the consummation of any transaction contemplated thereby or the other completion of Clarus' services with respect thereto.

In the event the Company proposes to engage in any sale, distribution or liquidation of all or a significant part of its assets, or any merger or consolidation and the Company is not to be the surviving or resulting corporation or entity in such merger or consolidation, the Company will give prompt prior notice thereof to Clarus and will make proper provision in a manner reasonably satisfactory to us so that the Company's obligations hereunder are expressly assumed by the other party or parties to such transaction.

If any term, provision, covenant or restriction herein is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions and restrictions contained herein will remain in full force and effect and will in no way be affected, impaired or invalidated.

Precedent M&A Fees **02-Aug-12**

Date Announced	Target	Acquiror	Deal Size ($M)	Advisor Fees ($M)	Advisor Fees (% of Deal Size)
03-Feb-12	Magma Metals Ltd	Panoramic Resources Ltd	$33.4	$1.1	3.3%
10-Nov-11	Bitstream Inc	Monotype Imaging Holdings Inc	$51.1	$1.8	3.4%
22-Sep-11	American Medical Alert Corp	Tunstall Healthcare Group Ltd	$80.8	$1.5	1.9%
01-Aug-11	Vertro Inc	Inuvo, Inc	$19.7	$0.5	2.5%
12-May-11	Conmed Healthcare	Levine Leichtman Capital	$55.2	$1.2	2.2%
01-Apr-11	CPEX Pharmaceuticals Inc	Footstar Inc	$55.3	$2.3	4.2%
10-Mar-11	C&D Technologies Inc	Angelo Gordon & Co LP	$52.1	$1.5	2.9%
22-Feb-11	Tollgrade Communications	Golden Gate Capital Corp	$61.2	$2.3	3.8%
21-Jan-11	XO Holdings Inc	ACF Industries Holding Corp	$96.1	$2.8	2.9%
18-Jan-11	RAE Systems Inc	Vector Capital Corp	$73.7	$3.1	4.2%
		Average	**$57.8**	**$1.8**	**3.1%**