Court File No. M/M/114/12

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK
TRIAL DIVISION
JUDICIAL DISTRICT OF MONCTON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LANDDRILL INTERNATIONAL INC. (A BRITISH COLUMBIA CORPORATION), LANDDRILL INTERNATIONAL LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL ATLANTIC LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL CONTRACT MINING LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL INTERNATIONAL MEXICO S.A. DE C.V. (A MEXICAN CORPORATION), LANDDRILL INTERNATIONAL LLC (A MONGOLIAN CORPORATION) and LANDDRILL INTERNATIONAL INC. (A BARBADOS CORPORATION)

AFFIDAVIT

I, **MICHAEL DAVID TRIPP**, of the City of Dieppe, in the County of Westmorland and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS**:

1. I was the General Counsel and Corporate Secretary of Landdrill International Inc. ("**LDI**"), and I am currently a creditor and shareholder of LDI. As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

2. This affidavit is made in opposition to a motion by LDI seeking the return of monies paid to Lawson Creamer, in trust, on my behalf and on behalf of Roger Rogers. This affidavit is also made in support of a motion in which I am seeking certain relief with respect to outstanding income tax remittances and other matters.

BACKGROUND

3. I am a Barrister and Solicitor called to the bars of the Province of New Brunswick and the Province of Ontario.

4. I have received an LL.B. and LL.L. from the University of Ottawa and a B.A. and B.Comm. from Saint Mary's University.

5. Prior to commencing my role with LDI, I was engaged in private practice during with I practiced corporate law with a specialization in securities law and mergers and acquisitions in Toronto and elsewhere.

6. I have completed a number of continuing legal education programs with relevance to my position at LDI, including the Canadian Securities Course, the Osgoode Hall Securities

Law & Practice Course and a Negotiation Workshop offered by Stanford University Faculty of Law.

7. In or about early 2012, I was seeking to establish a sole practitioner business law practice based in Moncton, New Brunswick. In that respect, I was advised that LDI was seeking legal counsel, preferably with experience in securities law and advising publicly-listed companies.

8. I met with LDI's President and Chief Executive Officer, Mr. Ronald J. Goguen, to discuss this position on February 14, 2012.

9. At the February 14, 2012, meeting, Mr. Goguen advised me, and I do believe, that the Company had an immediate need for legal counsel.

10. Mr. Goguen advised me, and I do believe, that LDI preferred to hire in-house counsel who would be generally available at the company's head office. The Company was also trying to minimize the cost of legal counsel compared with a private practitioner billing on an hourly rate basis.

11. At that time, I accepted a position as General Counsel of LDI on a part-time basis. This was ideal from the company's perspective as it was cost efficient and, likewise, was ideal from my perspective as it would permit me to work towards establishing a private practice while also providing a steady source of income.

12. I commenced employment with LDI on February 17, 2012.

13. Almost immediately after commencing with LDI, it became apparent that the company, and its subsidiaries, required a full-time General Counsel.

14. Indeed, due to a number of legal issues and a refinancing, I frequently worked long hours in my role as General Counsel.

15. On or about April 25, 2012, I was appointed Corporate Secretary of the Company by the Board of Directors, which is an Officer position. The relevant news release is attached hereto as <u>Exhibit "A"</u>.

16. On June 1, 2012, I entered into an employment agreement with LDI on a full-time basis. The agreement is attached hereto as <u>Exhibit "B"</u>. This agreement was reached following negotiations between myself and the Company.

17. At Section 9.1 of the Employment Agreement, it reads:

> *"The Company agrees to indemnify, defend and save harmless the Employee from and against any and all claims, demands, losses, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable legal fees), arising directly or indirectly,*

in whole or in part, out of any matter related to any action taken by the Employee within the scope of his duties or authority hereunder, excluding only such of the foregoing as may arise from the fraudulent, negligent or wilful act or omission of the Employee, and the provisions hereof shall survive termination of this Agreement."

18. At subsection 10.6, it reads:

"*The Company shall reimburse the Employee for any legal costs or expenses required to enforce this Agreement or any provision thereof.*"

19. In or about the early part of June I became increasingly concerned about the financial situation of the Landdrill group of companies. Mr. Goguen continued to assure me that the operating results and the financial well-being of LDI and its subsidiaries was about to improve.

20. Mr. Goguen continually assured me that there would be a materially beneficial change in the financial affairs of the Company as a result of an impending investment by one or more of his contacts in the Company. These assurances and representations continued until the cessation of my employment with LDI but no such financing arrangement was ever forthcoming. Accordingly, my concern about Mr. Goguen's ability to attract new capital to the company continued to grow.

21. In or about the early part of July 2012, LDI's operating and financial results were causing concern with all members of LDI's management, as well as its secured creditors and other stakeholders.

22. LDI had experienced significant staff and management turnover in the months prior to July 2012 which had been cited as a significant cause of poor financial results.

23. Additionally, the departure of the previous Chief Financial Officer was of concern to secured creditors of LDI, specifically Sprott Resource Lending Partnership.

24. Given this high employee turnover, management of LDI decided that it was vital to the company's ability to continue operating to ensure that the current management team remained committed to LDI during what was clear to be a challenging period.

25. At this time, Mr. Roger Rogers, the Chief Financial Officer of LDI, and myself, two of the three members of the management team, were relatively new to LDI. Neither Mr. Rogers nor I had participated in the sequence of events that lead to the current negative financial position but were being asked to bear professional and legal responsibility therefore as Officers of the company.

26. I considered the additional risk that I was being asked to bear to be a material variation of the terms upon which I was induced to enter into employment with LDI.

27. Further, given the poor financial results of the company, Mr. Rogers and I both recognized that our equity based compensation and annual bonus would now be of no value.

28. In light of these changed circumstances, and in order to ensure that the current management team remain in place, LDI considered it was prudent to enter into retention agreements with all members of management.

29. On July 11, 2012, I entered into a retention agreement with LDI (hereinafter the "Tripp Retention Agreement"). A copy of the Tripp Retention Agreement is attached hereto as Exhibit "C".

30. On July 11, 2012, Mr. Rogers entered into a retention agreement with LDI (hereinafter the "Rogers Retention Agreement"). A copy of the Rogers Retention Agreement is attached hereto as Exhibit "D".

31. The following were terms of the Tripp Retention Agreement and the Rogers Retention Agreement:

    i. myself and Mr. Rogers, respectively, would each be paid $30,000 as a retention bonus (hereinafter the "Retention Bonus");

    ii. at paragraph 5 of each of the Rogers Retention Agreement and the Tripp Retention Agreement it is stated, "*[t]he payments shall be net of tax and statutory deductions*";

    iii. the financial obligations of the LDI to myself and Mr. Rogers were to be secured against the assets of LDI in the event of an impending insolvency;

    iv. at paragraph 11 of each of the Rogers Retention Agreement and the Tripp Retention Agreement it is stated that "*[a]ll other terms and conditions of your employment remain in place and are not affected by this Retention Bonus Letter.*"; and

    v. also at paragraph 11 of each of the Rogers Retention Agreement and the Tripp Retention Agreement it is further stated that, "*LDI will reimburse you for any legal fees incurred to enforce any matter herein.*"

32. On August 2, 2012, LDI entered into a retention agreement with Mr. Goguen. A copy of which is attached hereto as Exhibit "E".

33. Given Mr. Goguen's already generous compensation package pursuant to his employment agreement, and given that he was ultimately responsible for the poor financial situation of the Company, his retention consideration did not include a cash component but did secure the obligations of the Company under his employment agreement against the assets of the Company.

34. In or about the month of August 2012, in a management meeting and also a meeting of the directors of LDI, Mr. Goguen stated, and I do believe, that LDI would cover reasonable legal expenses of Officers of LDI to retain legal counsel in respect of employment matters and liability issues associated with any statutory protection filing and the subsequent process. Additionally, the company would cover any reasonable legal expenses incurred by directors in respect of their role as a director of LDI. These discussions occurred during discussions of making a filing under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada).

35. Around that time Mr. Rogers and I obtained advice from several legal practitioners We ultimately decided to retain independent legal counsel due to a number of factors, including:

    i. our concern in respect of potential statutory and common law liability arising out of our roles as Officers of the Company;

    ii. our need to register our security against the Company's assets;

    iii. our wish to ensure that our rights under our employment agreements were protected in accordance with the law; and

    iv. because we needed advice in respect of all legal matters generally.

LAWSON CREAMER RETAINER

36. On or about August 22, 2012, Mr. Rogers and myself retained Kelly VanBuskirk of Lawson Creamer.

37. Solicitor VanBuskirk was retained to act for Mr. Rogers and myself throughout the CCAA proceedings to ensure that we had personal representation in respect of any potential liabilities, to ensure that we received any employment related entitlement during the process, and to represent each of Mr. Rogers and myself in a personal capacity in respect of any matter arising during the CCAA process as same may relate to our employment with LDI or any employment documentation.

38. Mr. VanBuskirk agreed to defer immediate payment of a retainer to his firm until Mr. Rogers and I had spoken with Mr. Goguen and securing his authorization to wire funds.

39. In a management meeting in August 2012, prior to LDI filing for CCAA protection, Mr. Rogers advised Mr. Goguen that Mr. Rogers and I had retained Mr. VanBuskirk to represent our personal interests in respect of our employment at LDI and our roles as Officers.

40. At that meeting, Mr. Goguen agreed that the Company would cover any reasonable legal fees incurred during the CCAA process. One of the reasons Mr. Goguen gave as to his

agreement to have LDI cover our legal fees was the terms of our employment agreements and each of the Rogers Retention Agreement and the Tripp Retention Agreement.

41. I told Mr. Goguen clearly that Mr. VanBuskirk had been retained to represent our interests generally.

42. Even though Mr. Goguen had approved the payment of a retainer, as LDI was in financial difficulty and because Mr. VanBuskirk was sympathetic towards LDI's cash flow issues (more so than other professional firms in my experience) we deferred payment of the retainer until the company was in a position to make such payment.

43. At the time Mr. Rogers and I retained Mr. VanBuskirk, the Company had not yet begun CCAA proceedings. Mr. VanBuskirk was included as a lawyer of record for Mr. Rogers and myself during the CCAA proceedings in advance of the Norrep Motion.

44. On August 31, 2012, the company began CCAA proceedings. On that date, the Initial Order, attached hereto as Exhibit "F", was issued by the Court.

45. At par.24 of the Initial Order it reads:

> *"THIS COURT ORDERS that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct."*

46. By Notice of Motion dated October 19, 2012, and Amended Notice of Motion dated October 23, 2012, Norrep Credit Opportunities Fund, LP, (hereinafter "**Norrep**"), a secured creditor of the Company, brought a motion to, *inter alia*, remove Mr. Goguen from his management role (hereinafter the "Norrep Motion").

47. Although Mr. Rogers and I were advised by Norrep, and I do believe, that the purpose of the motion was not to remove us from our positions, the wording of the Motion was such that the Monitor may have had the ability to remove each of Mr. Rogers and myself, along with other employees. Accordingly, upon consultation with Mr. VanBuskirk, we agreed that he should represent us at the Norrep Motion.

48. At that time, Mr. Goguen retained Mr. Robert Basque of Forbes Roth Basque to represent him in his personal capacity with respect to the Norrep Motion.

49. On October 31, 2012, Mr. Goguen stated to me that he wanted to prepare a directors' resolution (hereinafter the "Board Resolution") authorizing the payment of the retainer amounts that he had previously agreed upon to Forbes Roth Basque and Lawson Creamer.

50. At no time did Mr. Goguen state that the purpose of the Lawson Creamer retainer was limited to the Norrep Motion or in any other way.

51. In directing me to prepare the resolution, Mr. Goguen and I discussed the purpose and scope of the resolution in my office in LDI's offices at 160 MacNaughton Avenue, Moncton. At that time, Mr. Goguen stated to me, and I do believe, that the resolution authorized payment of legal fees in connection with the employment and employment related documents of all of the Officers, not just in respect of the Norrep Motion.

52. In addition to the directions he gave me in drafting the directors' resolution, we also discussed whether Mr. Goguen may be conflicted from executing the resolution given that it could be viewed as conferring a personal benefit upon him. Mr. Goguen stated that he would discuss this potential conflict with the other directors but he was of the opinion that the resolution simply confirmed a prior existing right and, as such, he was not in a conflict position.

53. In my experience working with Mr. Goguen, he has considerable experience in reviewing and having a hand in drafting legal documents. Indeed, during my tenure as General Counsel of LDI, Mr. Goguen would frequently be very engaged in the drafting of legal documents, including contracts and director resolutions.

54. Also in my experience Mr. Goguen was also thorough in reviewing contracts and resolutions. As noted above, Mr. Goguen not only reviewed, but also participated in the drafting of the Board Resolution.

55. In addition to himself, Mr. Goguen arranged for the execution of the Resolution by Mr. William MacDonald and Mr. Jacques Monette, each a director of LDI. Mr. Goguen then forwarded the executed resolution to Mr. Basque and myself via e-mail. A copy of the e-mail is attached hereto as Exhibit "G" and a copy of the signed Board Resolution is attached hereto as Exhibit "H".

56. On November 2, 2012, Mr. Goguen and I attended a motion before the Court in this matter. At that time, Mr. Goguen advised me, and I do believe, that Mr. Basque had required a \$20,000 retainer in respect of his legal representation of Mr. Goguen. Additionally, Mr. Goguen then told me that a suitable retainer for Lawson Creamer would be an equivalent amount, i.e., \$20,000.

57. At no time did I advise Mr. Goguen that Lawson Creamer only required a \$5,000 retainer.

58. I then advised Mr. VanBuskirk of the proposed amount prior to the commencement of the hearing of the Norrep Motion.

59. Upon the conclusion of the hearing of the Norrep Motion, Mr. Goguen telephoned Mr. Rogers in my presence and advised him that a suitable retainer to forward to Lawson Creamer would be \$20,000.

60. I spoke with Mr. Rogers following the conversation he had with Mr. Goguen to update him in respect of the details of the hearing. At that time I was advised by Mr. Rogers, and I do believe, that he was instructed by Mr. Goguen to wire the amount of $20,000 to Lawson Creamer as a legal retainer.

61. Thereafter, on November 2, 2012, Mr. Rogers directed LDI's Corporate Controller via e-mail to wire $20,000 to the Lawson Creamer trust account. Mr. Goguen and myself were copied on the e-mail. A copy of the e-mail is attached hereto as Exhibit "I".

62. Although Mr. Goguen frequently complained of professional fees and the payment of retention bonuses, at no time did he make any reference to me or before me that the amount forwarded to Lawson Creamer was the incorrect amount. Indeed, on numerous occasions, when complaining about the amount of professional fees payable, Mr. Goguen would reference the amounts forwarded to each of Forbes Roth Basque and Lawson Creamer and clearly demonstrated that he was aware that $20,000 had been sent to each.

63. In my experience at LDI, no invoices were paid or wire transfers made without the approval of Mr. Goguen. For example, during the CCAA process Mr. Goguen has caused a delay in payment of a number of professional fees by withholding his approval, notwithstanding that Mr. Rogers may have already approved such payment.

64. Any and all legal fees incurred by Lawson Creamer on my behalf and on behalf of Mr. Rogers have been in respect of matters related to our employment with LDI.

65. As of November 20, 2012, I was terminated from the Company without just cause and without notice or pay in lieu of notice. Upon the discussion with Mr. Goguen, I advised that I would be consulting with my legal counsel in respect of this matter. Mr. Goguen stated that he understood. He did not ask for the retainer to be returned.

66. It is my position that the amount forwarded to Lawson Creamer was simply a retainer and should Lawson Creamer's legal bills exceed the amount forwarded, provided the legal fees are reasonable, LDI is obliged to cover any such legal fees in accordance with, *inter alia*, the Initial Order, my employment agreement and my retention agreement.

REMITTANCE OF INCOME TAXES

67. Mr. Goguen was instructed by David Beatty, the lead independent director of the Board, to pay my retention payment. A copy of the e-mail whereby Mr. Beatty instructs Mr. Goguen to cause the payment to be made is attached hereto as Exhibit "J".

68. In or about the early part of March, 2013, I commenced a review and reconciliation of my financial records for the 2012 tax year in anticipation of filing my 2012 income tax.

69. On the initial review I noted a number of discrepancies and inconsistencies in respect of my employment tenure with LDI, specifically:

    i. on my T4 issued by LDI, my employment income (line 101) was overstated by $75,493.81 when compared to my final paystub;

    ii. LDI had not remitted the correct amount of taxes owing in respect of the Retention Payment; and

    iii. a number of smaller amounts of money had either not been paid to me as required pursuant to LDI's expense reimbursement policy or I had been overbilled for items acquired from LDI.

70. I was concerned as all of the errors were such that they had an adverse financial impact upon me.

71. On April 10, 2013, I e-mailed Mr. Christopher Mediratta of Ernst & Young setting forth the discrepancies in an effort to resolve the matter. A copy of the e-mail is attached hereto as Exhibit "K".

72. On April 17, 2013, Mr. Mediratta advised via teleconference that LDI agreed to reissue an amended T4, however, had refused my other requests.

73. I have received the amended T4, though the amount in line 101 is incorrect as insufficient money was remitted to the Canada Revenue Agency with respect to my retention bonus.

74. After I contacted Mr. Mediratta, he forwarded a response drafted by Mrs. Camilla Cormier, a chartered accountant for LDI, which read, *"Ron Sr did not want to pay any bonus to you. You and Ron Sr both agreed that Landdrill would only deduct 20%, or Landdrill was not paying any bonus"*. A copy of this email is attached hereto as Exhibit "L".

75. At no time did Mr. Goguen threaten non-payment of my retention bonus or non-performance under the Retention Agreement in order to induce me into accepting a lesser amount of bonus. In fact, there were no discussions whatsoever between myself and Mr. Goguen in respect of the remittance of taxes in respect of the Retention Payment.

76. I have been advised by Mr. Rogers, and I do believe, that, as CFO, he was not advised of any change to the terms of my Retention Agreement.

77. I did not agree that LDI should remit taxes at a rate below that which was owing to CRA.

78. I have not received any additional consideration in respect of LDI's omission to remit the full amount of taxes owing. Further, I would not have approved a remittance of less than LDI's legal obligation under the *Income Tax Act*.

79. As noted by Mr. Goguen at paragraph 24 of his Affidavit sworn May 17th, 2013, LDI remitted $7,500 in income tax on the bonus payment.

80. The remittance by LDI in respect of my retention bonus should have been based on s.102 and s.103(2) of the *Income Tax Regulations*, C.R.C., c.945. Under s.103(2) of the *Income Tax Regulations*, C.R.C., c.945, the applicable tax rate for bonuses is to be calculated pursuant to s.102 of the *Income Tax Regulations* with reference to my total expected income for the taxation year in which the bonus is paid.

81. My earnings with LDI last year placed me in the 43.3% tax bracket in New Brunswick. Accordingly, upon the net payment of a $30,000 retention bonus, LDI became legally obligated to remit to CRA taxes in the amount of $22,910.05, an additional $15,410.05 over what was actually paid.

82. As a result of LDI's failure to remit the correct taxes, I have a considerable tax liability owing to CRA.

83. Given that income tax remittances are required by law to be made by LDI, I, as corporate counsel, would not have agreed to an arrangement that would have lessened the amount remitted by LDI to CRA.

84. Paragraph 6 of the Initial Order, dated August 31, 2013, states:

> *THIS COURT ORDERS that the Applicants shall remit, in accordance with legal requirements, or pay:*
>
> *(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes.*

85. Paragraph 24 of the Initial Order states:

> "*THIS COURT ORDERS that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors and officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.*"

86. I purchased a laptop from the Company which the Company billed me at four-times the assessed value.

87. Paragraph 28(h) of the initial Order the Monitor granted sole and exclusive authority to conduct the sale of items under $100,000. Accordingly, LDI sought the approval of the Monitor prior to the sale of any computers to employees.

88. On November 15, 2012, the Monitor approved the sale of the laptop to me based on the value set by Mr. Richard Frigault, LDI's IT professional who had been laid-off from LDI at this time but remained engaged in a consulting capacity. Mr. Frigault's valuation was based on a valuation from a third-party computing firm (a copy of which is attached hereto as Exhibit "M").

89. Stephen Hutchinson, LDI's counsel, in an e-mail dated May 14, 2013, a copy of which is attached hereto as Exhibit "N", offered the explanation below in respect of the overbilling for the laptop computer,

> *"Laptop: The sale of the laptop to Mr. Tripp was handled by Landdrill, not the monitor. Mr. Tripp was given the option of purchasing the laptop for $200 or returning it. He chose to keep it. No refund is due to Mr. Tripp as the Laptop was not over-billed."*

90. I request that this Honourable Court order that LDI remit to CRA an additional $15,410.05 in respect of my retention bonus, reissue a new T4 with the correct amounts stated therein to reflect this additional remittance and pay to me the amount of $150 in respect of the amount I was overcharged for my computer.

91. I make this Affidavit in response to the Applicant's motion for the Order as described in Paragraph 2 hereof and for the relief described in paragraph 2 above and for no other purpose.

SWORN TO at the City of Moncton and Province of New Brunswick, this 21st day of May 2013.
BEFORE ME:

Matthew R. Letson
Commissioner of Oaths,
Being a Solicitor

Michael Tripp

Michael D. Tripp

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF Michael Tripp SWORN BEFORE ME THIS 28th DAY OF May A.D., 2013

LANDDRILL INTERNATIONAL

160 MacNaughton Avenue,
Moncton, NB, E1H 3L9
Canada

NEWS RELEASE

Landdrill International Inc – Fiscal Year End Filing Date & Conference Call & Officer Appointment

Moncton, NB. April 25, 2012. Landdrill International Inc. (TSXV:LDI) (**"Landdrill"** or the **"Company"**) will file its year end news release, financial statements and Management Discussion & Analysis (MD&A) on Monday April 30, 2012.

Management plans to make themselves available to investors and analysts by hosting a conference call on **Tuesday, May 1, 2012, at 11:00 AM EST**. The call-in numbers are:

Local and International – +1 647 427-7450
North America - +1 888 231-8191

Participant Replay Numbers are as follows (available from Tuesday May 1, 2012 at 2:00 PM EST to Tuesday May 8, 2012 at 11:59 PM EST)

Local and International – +1 416 849-0833
North America - +1 855 859-2056
Access Code: 71417319#

Landdrill also announces the appointment of Michael Tripp, LLB, LLL, General Counsel as their new Corporate Secretary. Mr. Tripp obtained his common law degree in 2002 and his civil law degree in 2003 and has since practiced corporate law while obtaining significant experience through the completion of several private and public mergers, acquisitions and financings. Mr. Tripp joined Landdrill during January 2012 and takes over the functions of Corporate Secretary from the CFO.

About Landdrill

Landdrill is a growth oriented international drilling company with a focus on the metals and minerals industry. The Company continues to explore opportunities for growth in key markets, either through establishment of new branch offices or through acquisitions as opportunities arise. The Company now has 48 drills with full branch operations in Canada, Mexico and Mongolia.

Landdrill is a forward looking company that has drilled in Canada, Mexico and Asia. Our people have drilled at altitudes over 15,000 feet and in temperatures ranging from -50 degrees Celsius to +50 degrees Celsius.

We view all our customers as partners in every venture because we know that their success ensures our future!

We offer customized drilling programs to meet your every need and we always look forward to our next challenge.

For detailed information on Landdrill International Inc., or to request a bid submission for your project, please visit our website at www.landdrill.com.

Forward-looking information

*This press release may contain forward-looking statements (within the meaning of applicable securities laws) relating to business of Landdrill International Inc. (the "**Company**") and the environment in which it operates. Forward-looking statements are identified by words such as "believe", "anticipate", "expect", "intend", "plan", "will", "may" and other similar expressions. These statements are based on the Company's expectations, estimates, forecasts and projections. Although the Company believes the expectations expressed in such forward-looking statements are based on reasonable assumptions, including, without limitation that all terms of the contracts will be fulfilled in their entirety, such statements are not guarantees of future performance and actual results may differ materially from those in forward looking statements. Factors that could cause the actual results to differ materially from those in forward-looking statements include commodity prices, availability of personnel, materials and equipment, actual performance of equipment and processes relative to specifications and expectations, unanticipated environmental impacts and continued availability of capital and financing and general economic, market or business conditions. These risks and uncertainties are discussed in the Company's regulatory filings available at www.sedar.com.*

There can be no assurance that forward-looking statements will prove to be accurate as actual outcomes and results may differ materially from those expressed in these forward-looking statements. Readers, therefore, should not place undue reliance on any such forward-looking statements. Further, a forward-looking statement speaks only as of the date on which such statement is made. The Company undertakes no obligation to publicly update any such statement or to reflect new information or the occurrence of future events or circumstances, except as required by law.

Ronald Goguen
President and Chief Executive Officer
Landdrill International Inc.
(506) 388 – 8961

Renmark Financial Communications Inc.
John Boidman: jboidman@renmarkfinancial.com
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Neither the TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in the policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this release.

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF Michael Tripp SWORN BEFORE ME THIS 21st DAY OF May A.D. 2013

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made as of June 1, 2012 by and between **LANDDRILL INTERNATIONAL INC.** (the "**Company**"), a company duly incorporated under the laws of the Province of British Columbia, and **MICHAEL D. TRIPP** (the "**Employee**") of the City of Dieppe, New Brunswick.

WHEREAS the Company and the Employee have agreed to enter into this employment agreement for their mutual benefit and for the mutual consideration contemplated therein;

NOW THEREFORE for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this agreement witnesses that the parties have agreed that the terms and conditions of the relationship shall be as follows:

1. Duties

1.1 The Company appoints the Employee as the General Counsel and Corporate Secretary of the Company. The Employee will have the usual and customary duties and powers of such positions, which, without limitation, include acting as legal counsel to the Company and its subsidiaries, performing corporate secretarial functions on behalf of the Company and its subsidiaries and to undertake such duties and tasks as requested of the Employee from time to time by the Chief Executive Officer of the Company and the Employee accepts the office, on the terms and conditions set forth in this Agreement.

1.2 This Agreement shall commence June 1, 2012. The Employee commenced employment with the Company on February 17, 2012 (the "**Employment Start Date**"). For greater certainty, the Employment Start Date shall be the date used in calculating the Employee's start date in respect of any item to which the Employee is entitled hereunder.

1.3 This position will report to the Chief Executive Officer and the Board of Directors of the Company.

1.4 The normal place of work of the Employee will be at the head office of the Company. The Employee will be expected to travel in connection with the performance of his duties, including to the branch offices of the Company.

1.5 The Employee shall faithfully serve the Company and use his reasonable best efforts to promote the interests thereof.

1.6 The Employee represents and warrants that he will provide competent duties; that he has the qualifications, experience and capabilities necessary to carry out the services to be performed hereunder; and that his services will be performed in a competent and efficient manner.

2. Compensation

2.1 The annual salary of the Employee will be at an annual rate of $150,000, subject to all requisite deductions. The salary shall be reviewed annually and will be increased annually at the discretion of the Board of Directors of the Company (the "**Base Salary**").

2.2 The Employee shall be entitled to participate in the head office bonus pool (the "**Bonus Pool**"). The Bonus Pool is based on profitability metrics at the branch level as well as corporate financial performance and the Employee's portion (the "**Bonus**") shall be based on a combination of his role within the Company's structure and the accomplishment of specific performance objectives. The Bonus Pool runs on a calendar year, with the previous year's performance measured in January of the subsequent year and any bonus earned shall be paid at or about the end of April of the evaluation year (e.g. 2012 to be measured in January 2013 and paid in April 2013). Bonuses are paid following Board of Directors' approval of earnings and other metrics.

2.3 Normal and customary expenses incurred by the Employee for the Company shall be reimbursed by the Company in accordance with its policies then in effect.

2.4 As part of a long-term incentive program, the Employee shall be entitled to receive stock options of the Company, subject to the approval of the Board of Directors of the Company and any required regulatory approvals and in such amount and at such exercise price as determined by the Board of Directors. All other aspects of these stock options are governed by the Company stock option plan (the "**Plan**"), as may be amended or restated from time to time.

3. Benefits and Vacation

3.1 The Employee and, to the extent eligible, his dependents, shall be entitled to participate in and receive all benefits under any insurance or pension benefit plans and programs made available to the Company's Employees (including, without limitation, medical, disability, life insurance and accidental death insurance programs), subject, however, to the generally applicable eligibility and other provisions of the various plans and programs in place in the Company, including but not limited to, matching contributions and co-payment, and any laws and regulations in effect from time to time. It is hereby agreed by the Parties that at the time of the signing of this Agreement, any insurance contributions shall be made on a fifty-fifty (50/50) basis between the Company and the Employee.

3.2 On February 17, 2013, the Employee shall be entitled to a participate in the Company pension contribution program whereby the Company will match any pension contribution made by the Employee up to 3% of the Employee's annual salary as set out at subsection 2.1 hereof.

3.3 The Employee shall be entitled on an annual basis to three (3) weeks vacation, which shall be reviewed from time to time. In the event that the Employee's employment ends, he shall receive payment in respect of all accrued but unused vacation at such time. Vacation days cannot be carried over from the previous calendar year.

4. Professional Fees

4.1 The Company shall pay the Law Society of New Brunswick ("**LSNB**") and Law Society of Upper Canada ("**LSUC**") dues and practice insurance for the Employee.

4.2 The Company will contribute $1,500 to (i) the Employee's registration, attendance and/or travel costs continuing legal education courses that may be required for maintaining minimum LSNB or LSUC requirements, and/or (ii) professional association membership dues for the Employee.

5. Non-Solicitation and Non-Disparagement

5.1 For a period of 24 months following the cessation of employment with the Company, the Employee will not hire, or induce any other person or entity to hire, any employees of the Company or any of its subsidiaries and will not induce or attempt to induce any employee of the Company or any of its subsidiaries and affiliates to leave his employment or contact any customers of the Company or any of its subsidiaries and affiliates for the purpose of selling to those customers any products or services which are the same as or substantially similar to, or competitive with, the products or services sold by the Company or any of its subsidiaries or affiliates at such date.

5.2 The Employee covenants and agrees that he shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the Company, its management or Board of Directors.

6. Termination of Employment

6.1 The appointment and employment of the Employee shall continue until terminated in accordance with this Section 6 or Section 7 below. The parties understand and agree that this Agreement may be terminated in the following manner in the specified circumstances:

6.1.1 By the Company, in its absolute discretion, without any advance notice or pay in lieu thereof, for cause. For the purposes of this Agreement, cause consist of: (i) any material breach of the provisions of this Agreement, which, upon notice to the Employee thereof, is not remedied within 10 business days; (ii) conviction of the Employee of a criminal offence of moral turpitude punishable by felony conviction; (iii) any material act of dishonesty directed at the Company or any client of the Company; (iv) any mental or physical disability or illness which results in the Employee being unable to substantially perform the duties assigned pursuant to this Agreement for a continuous period of 180 days or for periods aggregating 180 days in any period of 365 days; (v) use by the Employee of drugs or of alcohol at the workplace in a manner which materially affects his ability to perform his employment duties, or (vi) excessive absenteeism. Failure by the Company to rely on the provision of this Article to terminate this Agreement or to sanction or admonish the Employee in any given instance or instances, shall not constitute a ratification of the act or acts in question nor be deemed a waiver of the strict terms of this Article.

6.1.2 In the event that the Employee is terminated by the Company without cause, the Employee may be given up to ninety (90) days advance written working notice of such termination in the Company's sole discretion (the "**Notice Period**"). In addition to any Notice Period, the Employee shall receive base salary continuance for the balance, if any, of the applicable Termination Payment Period (as set out below) after deducting the Notice Period (the "**Termination Payment**").

Length of Employment at Time of Termination Without Cause	Applicable Termination Payment Period
From over 0 to 9 months of employment	2 months
over 9 months of employment	6 months

During any Notice Period and Termination Payment Period, the Employee will remain eligible for all standard medical, dental and vision benefits at the Company's cost.

6.1.3 If the Employee wishes to resign from his employment with the Company he must give the Company a minimum of three (3) months' notice of such resignation, which notice may be waived in whole or in part by the Company at its discretion.

7. Change of Control

7.1 For the purposes of this Section 7 of the Agreement, a "**Change of Control**" is defined as any one of the following events (i) the purchase by a third party, directly or indirectly, in one or more transactions within a 12-month period, of 25% of the Company's shares; (ii) a change in the majority of the board of directors within a 12-month period; (iii) a merger or consolidation, after which the Company's prior shareholders no longer control the company); (iv) the sale, lease, exchange or other transfer, in one transaction or a series of related transactions, of all or substantially all of the Company's assets or the liquidation of the Company, or (v) any other event which would be deemed a change of control under common law.

7.2 Notwithstanding anything to the contrary in this Agreement, in the event of a Change of Control of the Company all outstanding stock options held by the Employee, whether vested or unvested, shall immediately vest and become exercisable in accordance with the stock option plan of the Company. Notwithstanding the foregoing, the Employee must adhere to any obligation which the Company may compel under the Plan in relating to accelerating and exercising options as part of a Change of Control.

7.3 Notwithstanding anything to the contrary in this Agreement, in the event that the Employee's employment is terminated by the Company, or any successor thereto, for any reason other than cause as defined in subsection 6.1.1 hereof, in connection with a Change of Control or during the period beginning immediately upon receipt by the Company of any form of letter of intent, memorandum of offer, term-sheet, or any equivalent thereto, or the commencement of due diligence, in respect of a potential transaction that contemplates a Change of Control, and ending twelve (12) months after the Change of Control, the Company, or any successor thereto, shall provide the Employee with a lump sum payment equal to the sum of (i) if the Change of Control event occurs prior to January 1, 2013, twelve (12) months' then current Base Salary, or (ii) if the Change of Control event occurs on or after January 1, 2013, twenty-four (24) months' then current Base Salary, plus the most recent annual Bonus.

7.4 The Employee shall have the right to terminate his employment at any time during the period beginning immediately upon receipt by the Company of any form of letter of intent, memorandum of offer, term-sheet, or any equivalent thereto, that contemplates a Change of Control and ending twelve (12) months after the Change of Control, in the event that as a result of or in contemplation of the Change of Control, there is any material adverse change in the Employee's position, role, job title, responsibilities or duties or a material reduction in compensation including salary, bonus, benefits or any other form of remuneration received by the Employee, or if the Employee is required to relocate from Moncton, New Brunswick by providing the Company, or any successor thereto, with at least four (4) weeks' notice. In the event that the Employee so terminates his employment, the Company shall provide the Employee with a lump sum payment equal to the sum of (i) if the Change of Control event occurs prior to January 1, 2013, twelve (12) months' then current Base Salary, or (ii) if the Change of Control event occurs on or after January 1, 2013, twenty-four (24) months' then current Base Salary, plus the most recent annual Bonus. Notwithstanding the foregoing, the Employee must adhere to any obligation which the Company may compel under the Plan in relating to accelerating and exercising options as part of a Change of Control.

7.5 Upon a termination of employment pursuant to this Section 7, the Employee agrees to reasonably assist Company, in connection with any litigation, investigation or other matter involving your tenure as an employee, officer or director of the Company, including, but not limited to, meetings with Company representatives and counsel and giving testimony in any legal proceeding involving the Company. The Company will reimburse you for reasonable out-of-pocket expenses incurred in rendering such assistance to Company. Furthermore, Employee agrees not to affirmatively encourage or assist any person or entity in litigation against Company or its affiliates, officers, employees and agents in any manner. This provision does not prohibit Employee's response to a valid subpoena for documents or testimony or other lawful process or limit Employee's rights that are not legally waivable; however, Employee agrees to provide Company with prompt notice of said process.

8. Confidentiality and Intellectual Property Assignment Provisions

8.1 The Employee hereby confirms that he shall make and/or be subject to the representations, warranties and covenants set forth in Schedule "A" to this Agreement.

9. Indemnity by Company

9.1 The Company agrees to indemnify, defend and save harmless the Employee from and against any and all claims, demands, losses, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable legal fees), arising directly or indirectly, in whole or in part, out of any matter related to any action taken by the Employee within the scope of his duties or authority hereunder, excluding only such of the foregoing as may arise from the fraudulent, negligent or wilful act or omission of the Employee, and the provisions hereof shall survive termination of this Agreement.

10. Miscellaneous

10.1. The rights which accrue to the Company under this Agreement shall pass to its successors or assigns. The rights of the Employee under this Agreement are not assignable or transferable in any manner.

10.2 Any notice required or permitted to be given to the Employee shall be sufficiently given if delivered to the Employee personally or if mailed by registered mail to the Employee's address last known to the Company. Any notice required or permitted to be given to the Company shall be sufficiently given if mailed by registered mail to the Company's Head Office at its address last known to the Employee, Attention: Chief Executive Officer.

10.3 The Employee shall be a senior officer of the Company and shall comply with all regulatory reporting obligations required as such.

10.4 The Employee will not be obligated to mitigate any damages he may suffer by reason of termination of this Agreement. In the event that the Employee secures other income or another position after termination with the effect that his damages are mitigated, any such monies received by the Employee under such contract(s) or employment will not in any manner be set off against, credited towards, or deducted from the amounts payable by the Company to the Employee under this Agreement.

10.5 In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect. In the event that any provision of this Agreement shall in its stated terms or breadth be deemed void or invalid or unenforceable as a result a decision by a court of competent jurisdiction, the said provision shall be valid and enforceable to the extent consistent with the principle or principles underlying the said decision.

10.6 The Company shall reimburse the Employee for any legal costs or expenses required to enforce this Agreement or any provision thereof.

10.7 All dollar amounts referred herein are to Canadian dollars.

10.8 The headings used in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in it.

10.9 This Agreement constitutes the entire agreement between the parties with respect to the employment and appointment of the Employee and any and all previous agreements, written or oral, express or implied, between the parties or on their behalf, relating to the employment and appointment of the Employee by the Company, are terminated and cancelled.

10.10 Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

10.11 This Agreement shall be construed in accordance with the laws of New Brunswick.

10.12 This Agreement will be valid and binding whether executed by original or facsimile signature.

10.13 The parties acknowledge that they have been provided with the opportunity to obtain independent legal advice with respect to the terms and contained in this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties to it on June 1, 2012.

Witness

Michael D. Tripp

Michael D. Tripp

LANDDRILL INTERNATIONAL INC.

By:

Name: Ronald J. Goguen, Sr.

Title: President and Chief Executive Officer

Schedule "A"
Confidentiality and IP Assignment Provisions

1. The Employee acknowledges that, by virtue of his position in the Company he will have access to confidential information belonging to the Company. The Employee therefore undertakes that he shall neither during the term of this agreement nor at any time thereafter publish, disclose or otherwise communicate to any person, company, business entity or other organization whatsoever or make use of any confidential information belonging or relating to the Company, except with the prior written approval of the Company or strictly in accordance with the terms of this Agreement.

2. For the purposes of this Agreement, "Confidential Information" means all materials relating to the business or affairs of the Company, whether of a technical, operational or economic nature, including, without limitation, all unpublished information, prices and discounts, data, designs, trade secrets, know-how, formulae, plans, techniques, processes, manuals, documents, records, drawings, specifications, samples, studies, findings, inventions, software, source-code, ideas whether patented, patentable or not, reports, information concerning Employees or officers, financial information and plans, information relating to business and financial dealings, research activities, business marketing or strategic plans and projects whether present or future, equipment, working materials, and lists or identity of customers whether they be in written, graphic, oral form or other form whatever prepared by the Company or by the Employee on behalf of or for the Company or otherwise disclosed to the Employee in the course of his engagement and any know-how of the Company or information relating to the Company or to any person, firm or other entity with which the Company does business which is not generally known to persons outside the Company, and any document marked "confidential" or which the Employee might reasonably expect the Company would regard as confidential. The Employee acknowledges that the foregoing is intended to be illustrative and that other confidential information may exist or arise in the future.

3. Without prejudice to the generality of this Article the Employee acknowledges that the following "Confidential Information" if disclosed or used in contravention of this Article would cause the Company substantial damage or loss:

   (i) names of clients, customers or suppliers of the Company prior to the termination of this Agreement;

   (ii) discounts, special prices or special contact terms offered to or agreed with clients, customers or suppliers of the Company ;

   (iii) marketing and sales strategies/plans of the Company;

   (iv) planned new services or products of the Company;

   (v) existing or proposed research activities of the Company;

   (vi) existing or proposed marketing and sales expenditures of the Company ;

(vii) any drawings, plans, designs, processes, formulae, specifications, know-how, trade secrets or any other technical data relating to any existing products or services offered to customers by the Company prior to the termination of this Agreement;

(viii) any financial dealings of the Company;

(ix) any business transactions or dealings of the Company or;

(x) the decisions or contents of any board meetings of the Company.

4. The Employee's obligations under this Article shall apply both during the term of this Agreement and thereafter without limitation in time and shall survive the variation, renewal, extension or termination of this Agreement.

5. The Employee's obligations shall not apply in relation to any Confidential Information which:

(i) the Employee is authorized by the Company to disclose, publish, communicate or make use of, or which it is necessary for the Employee to disclose, publish, communicate or make use of for the proper and efficient discharge of his duties as an Employee of the Company;

(ii) the Employee is required by law or any court or other similar judicial body or authority to disclose, publish or communicate; or

(iii) has come into the public domain other than by way of unauthorized disclosure by the Employee.

6. The Employee agrees that in the event of any violation of the provisions of this Agreement, the Company in addition to any other right or relief to which it may be entitled, shall be entitled to an injunction restraining further breaches of this Agreement and the Company, upon applying for an injunction, will not be required to prove the inadequacy remedies at law.

7. The Employee acknowledges that all things furnished by the Company to the Employee, and all equipment, automobiles, credit cards, books, records, reports, files, manuals, literature, confidential information or other materials shall remain and be considered the exclusive property of the Company at all times and shall be surrendered to the Company, in good condition, promptly on the termination of the Employee's employment irrespective of the time, manner or cause of the termination.

8. Any and all documents, drawings, things, techniques, computer programs or related data, inventions or improvements of which the Employee may conceive or make or assist in the conception or making during the period of this Agreement relating or in any way appertaining to or connected with the duties, responsibilities or work of the Employee pursuant to this Agreement or any of the matters which have been, are, may become or were intended to become the subject of the undertakings of the Company shall be the sole and exclusive property of the Company, as the case may be. The Employee will, whenever requested by the Company whether during or after the termination of this Agreement, execute any and all applications, assignments and other instruments which the Company shall deem necessary in order to apply for and obtain patents, copyright, trademark protection or other rights or

protection in any country for the said documents, drawings, things, techniques, computer programs or related data, inventions or improvements and in order to assign and convey to the Company the sole and exclusive right, title and interest in and to the said documents, drawings, things, techniques, computer programs or related data, inventions or improvements.

9. The Employee represents that his performance of all the terms of this Agreement and as an Employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge, or data acquired by the Employee in confidence or in trust prior to the employment of the Employee by the Company. The Employee will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. The Employee agrees not to enter into any agreements either written or oral in conflict therewith.

THIS IS EXHIBIT "C" REFERRED TO IN
THE AFFIDAVIT OF Michael Tripp
SWORN BEFORE ME THIS 21st DAY OF
May A.D., 20 13

LANDDRILL INTERNATIONAL

July 11, 2012

Mr. Michael Tripp
41 Irene Crescent
Dieppe, NB E1A 7V4

Dear Mike.

Re: 2012 Retention Program

As you know, Landdrill International Inc. ("**LDI**") has entered into a strategic process to consider alternatives to refinance or reorganize the company. We understand this presents a lot of uncertainty for you and your future with the company. We also understand the competitiveness within the Canadian marketplace for employees with strong skill sets.

To encourage you to stay with LDI and remove some of the uncertainty surrounding your personal circumstances in this situation, as well as to help you focus on effectively accomplishing LDI's goals and objectives during the strategic process, LDI is offering incentives for your continued service to LDI, including a retention bonus and a guaranteed term of employment. This letter outlines the specifics of that retention bonus and the guaranteed term of employment.

During the strategic process you will continue to receive your regular salary and benefits in accordance with your existing employment contract. As well, provided that you do not resign from LDI on or before July 1, 2013 (the "**Target Date**") and agree to the terms of payment as outlined below, LDI shall pay to you a bonus of $30,000 (the "**Retention Bonus**").

The Retention Bonus will be paid as follows:

1. A payment of $15,000 shall be paid to you on or before July 15, 2012; and

2. A payment of $15,000 shall be paid to you on or before August 1, 2012.

Payment of the entire Retention Bonus is subject to you remaining actively employed by LDI through to Target Date. You have not remained "**actively employed**" for purposes of this letter if: (i) you have been unable to work for any reason other than physical disability for period(s) totalling more than 3 months between now and the Target Date, or (ii) you have resigned prior to the Target Date. The payments shall be net of tax and statutory deductions.

In addition, LDI or any successor corporation unequivocally guarantees your continued employment in accordance with the terms of your existing employment agreement for a period of one year from the date hereof (the "**Guaranteed Term**") provided that you remain actively employed (as defined above) with LDI during the Guaranteed Term. In the event that any action, which shall include a court order or voluntary filing, is taken to effect the wind-up, liquidation, termination of corporate status, cessation of business or other such event prior to the last day of the Guaranteed Term, LDI's obligations to you shall be accelerated and immediately due and payable. For clarity, you shall be immediately entitled to any and all entitlements under your existing employment agreement as though you were an employee of LDI as of the Target Date.

In the event you resign from LDI prior to the Target Date or disclose the existence (each, a "**Default Event**") of the 2012 Retention Program in a manner prohibited hereunder, you will not be entitled to any portion of the Retention Bonus which has not already been paid to you, and you will be required to repay a *pro rata* portion of the Retention Bonus determined by calculating the period of time from the Default Event to the Target Date. You agree that any repayment owing by you under this letter shall be made within 10 days of receipt of a written demand for payment and that LDI may deduct any required repayment from any wages that LDI may owe to you, including but not limited to any outstanding salary and any termination or severance payments. In the event that there is still a balance owing thereafter, you agree to repay the balance.

Immediately prior to the appointment of a liquidator, receiver or other party appointed to sell or otherwise dispose of LDI, its subsidiaries, or any assets of any of the foregoing entities, LDI's obligations to you hereunder and under your existing employment agreement shall be secured against the assets of LDI and its subsidiaries.

This 2012 Retention Plan should be viewed as an indication of LDI's confidence in and appreciation of your abilities, and as an additional form of compensation to meet a special business need. It is not a permanent or recurring element of your compensation, nor will it impact any other element of compensation for which you may otherwise be eligible. This special Retention Bonus will not be utilized to compute your annual or quarterly incentive payments, merit increases, profit sharing contributions, nor any other benefit or payment for which you may otherwise be eligible.

This Retention Bonus is to be kept strictly confidential. Disclosure of this bonus to other LDI employees or to anyone other than your immediate family or financial advisors could result in appropriate remedial action, including forfeiture of the Retention Bonus.

All other terms and conditions of your employment remain in place and are not affected by this Retention Bonus letter. LDI will reimburse you for any legal fees incurred to enforce any matter herein.

Sincerely,

Ronald J. Goguen
President & Chief Executive Officer

I hereby accept the terms and conditions of the 2012 Retention Program, including the provisions regarding repayment, this 11th day of July, 2012.

Michael Tripp

Michael Tripp | **Witness Name:**

THIS IS EXHIBIT "D" REFERRED TO IN
THE AFFIDAVIT OF Michael Tripp
SWORN BEFORE ME THIS 21ST DAY OF
May A.D., 2013

LANDDRILL
INTERNATIONAL

July 11, 2012

Mr. Roger Rogers
53 Berkshire Crescent
Quispamsis, NB E2E 6B2

Dear Roger,

Re: 2012 Retention Program

As you know, Landdrill International Inc. ("**LDI**") has entered into a strategic process to consider alternatives to refinance or reorganize the company. We understand this presents a lot of uncertainty for you and your future with the company. We also understand the competitiveness within the Canadian marketplace for employees with strong skill sets.

To encourage you to stay with LDI and remove some of the uncertainty surrounding your personal circumstances in this situation, as well as to help you focus on effectively accomplishing LDI's goals and objectives during the strategic process, LDI is offering incentives for your continued service to LDI, including a retention bonus and a guaranteed term of employment. This letter outlines the specifics of that retention bonus and the guaranteed term of employment.

During the strategic process you will continue to receive your regular salary and benefits in accordance with your existing employment contract. As well, provided that you do not resign from LDI on or before July 1, 2013 (the "**Target Date**") and agree to the terms of payment as outlined below, LDI shall pay to you a bonus of $30,000 (the "**Retention Bonus**").

The Retention Bonus will be paid as follows:

1. A payment of $15,000 shall be paid to you on or before July 15, 2012; and
2. A payment of $15,000 shall be paid to you on or before August 1, 2012.

Payment of the entire Retention Bonus is subject to you remaining actively employed by LDI through to Target Date. You have not remained "**actively employed**" for purposes of this letter if: (i) you have been unable to work for any reason other than physical disability for period(s) totalling more than 3 months between now and the Target Date, or (ii) you have resigned prior to the Target Date. The payments shall be net of tax and statutory deductions.

~~In addition, LDI or any successor corporation unequivocally guarantees your continued employment in~~ accordance with the terms of your existing employment agreement for a period of one year from the date hereof (the "**Guaranteed Term**") provided that you remain actively employed (as defined above) with LDI during the Guaranteed Term. In the event that any action, which shall include a court order or voluntary filing, is taken to effect the wind-up, liquidation, termination of corporate status, cessation of business or other such event prior to the last day of the Guaranteed Term, LDI's obligations to you shall be accelerated and immediately due and payable. For clarity, you shall be immediately entitled to any and all entitlements under your existing employment agreement as though you were an employee of LDI as of the Target Date.

In the event you resign from LDI prior to the Target Date or disclose the existence (each, a "**Default Event**") of the 2012 Retention Program in a manner prohibited hereunder, you will not be entitled to any portion of the Retention Bonus which has not already been paid to you, and you will be required to repay a *pro rata* portion of the Retention Bonus determined by calculating the period of time from the Default Event to the Target Date. You agree that any repayment owing by you under this letter shall be made within 10 days of receipt of a written demand for payment and that LDI may deduct any required repayment from any wages that LDI may owe to you, including but not limited to any outstanding salary and any termination or severance payments. In the event that there is still a balance owing thereafter, you agree to repay the balance.

Immediately prior to the appointment of a liquidator, receiver or other party appointed to sell or otherwise dispose of LDI, its subsidiaries, or any assets of any of the foregoing entities, LDI's obligations to you hereunder and under your existing employment agreement shall be secured against the assets of LDI and its subsidiaries.

This 2012 Retention Plan should be viewed as an indication of LDI's confidence in and appreciation of your abilities, and as an additional form of compensation to meet a special business need. It is not a permanent or recurring element of your compensation, nor will it impact any other element of compensation for which you may otherwise be eligible. This special Retention Bonus will not be utilized to compute your annual or quarterly incentive payments, merit increases, profit sharing contributions, nor any other benefit or payment for which you may otherwise be eligible.

This Retention Bonus is to be kept strictly confidential. Disclosure of this bonus to other LDI employees or to anyone other than your immediate family or financial advisors could result in appropriate remedial action, including forfeiture of the Retention Bonus.

All other terms and conditions of your employment remain in place and are not affected by this Retention Bonus letter. LDI will reimburse you for any legal fees incurred to enforce any matter herein.

Sincerely,

Ronald J. Goguen
President & Chief Executive Officer

I hereby accept the terms and conditions of the 2012 Retention Program, including the provisions regarding repayment, this 11th day of July, 2012.

Roger Rogers

Witness Name:

THIS IS EXHIBIT "E" REFERRED TO IN
THE AFFIDAVIT OF Michael Tropp
SWORN BEFORE ME THIS 21st DAY OF
Mar A.D. 20 13

LANDDRILL
INTERNATIONAL

August 2, 2012

Mr. Ronald J. Goguen
185 Royal Oaks Boulevard, Unit 202
Moncton, NB E1H 2P7

Dear Ron,

Re: 2012 Retention Program

As you know, Landdrill International Inc. ("LDI") has entered into a strategic process to consider alternatives to refinance or reorganize the company. We understand this presents a lot of uncertainty for you and the future of the company. We also understand the competitiveness within the Canadian marketplace for employees with strong skill sets.

To encourage you to stay with LDI and remove some of the uncertainty surrounding your personal circumstances in this situation, as well as to help you focus on effectively accomplishing LDI's goals and objectives during the strategic process, the Human Resources & Compensation Committee of LDI would like to add certainty to the performance of the terms of your employment agreement.

Accordingly, immediately prior to the appointment of a liquidator, receiver or other party appointed to sell or otherwise dispose of LDI, its subsidiaries, or any assets of any of the foregoing entities, LDI's obligations to you hereunder and under your existing employment agreement shall be secured against the assets of LDI and its subsidiaries.

This 2012 Retention Plan should be viewed as an indication of LDI's confidence in and appreciation of your abilities, and as an additional form of compensation to meet a special business need. It will not impact any other element of compensation for which you may otherwise be eligible.

This Retention Bonus is to be kept strictly confidential. Disclosure of this bonus to other LDI employees or to anyone other than your immediate family or financial advisors could result in appropriate remedial action, including forfeiture of the Retention Bonus.

All other terms and conditions of your employment remain in place and are not affected by this Retention Bonus letter. LDI will reimburse you for any legal fees incurred to enforce any matter herein.

Sincerely,

Edward Stringer

Edward Stringer
Chair, Human Resources & Compensation Committee
Landdrill International Inc.

Court File No. MM/114/12

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

TRIAL DIVISION

JUDICIAL DISTRICT OF MONCTON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LANDDRILL INTERNATIONAL INC. (A BRITISH COLUMBIA CORPORATION), LANDDRILL INTERNATIONAL LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL ATLANTIC LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL CONTRACT MINING LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL INTERNATIONAL MEXICO S.A. DE C.V. (A MEXICAN CORPORATION), LANDDRILL INTERNATIONAL LLC (A MONGOLIAN CORPORATION) and LANDDRILL INTERNATIONAL INC. (A BARBADOS CORPORATION)

INITIAL ORDER

THIS APPLICATION, made by Landdrill International Inc., a British Columbia corporation, (**"Landdrill BC"**), Landdrill International Ltd., a New Brunswick corporation, (**"Landdrill NB"**, and together with Landdrill BC, **"Landdrill Canada"**), Landdrill Atlantic Ltd., a New Brunswick corporation, Landdrill Contract Mining Ltd., a New Brunswick corporation, Landdrill Mexico S.A. de C.V., a Mexican corporation, (**"Landdrill Mexico"**), Landdrill International LLC, a Mongolian corporation, and Landdrill International Inc., a Barbados corporation, (collectively, the **"Applicants"**), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, (the **"CCAA"**) was heard this 31st day of August, 2012 at 145 Assomption Blvd., Moncton, New Brunswick.

ON READING the Affidavit of Ronald J. Goguen sworn to on the 27th day of August 2012 and the exhibits thereto, the Affidavit of Ronald J. Goguen sworn to on the 31st day of August 2012 and the exhibits thereto (the **"Rogers Affidavit"**), and the documents prescribed by subsection 10(2) of the CCAA, and on hearing the submissions of counsel for the Applicants, counsel for the proposed Monitor, Ernst & Young Inc., counsel for Norrep Credit Opportunities Fund, LP (**"Norrep"**), counsel for GE Canada Equipment Financing G.P. (**"GE Canada"**) and counsel for

Sprott Resource Lending Partnership ("**Sprott**" and together with GE Canada and Norrep, the "**Senior Lenders**") and on reading the consent of Ernst & Young Inc. to act as the Monitor,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof and with the need to file a Record on Application.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

3. THIS COURT ORDERS that the Applicants, and each of them, shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**"), including the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of Landdrill Canada (the "**Landdrill Canada Property**") and the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of Landdrill Mexico (the "**Landdrill Mexico Property**"). Subject to further Order of this Court, the Applicants and each of them shall continue to carry on business in a manner consistent with the preservation of their respective businesses (collectively, the "**Business**") and the Property. The Applicants shall be authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively, the "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

4. THIS COURT ORDERS that, in accordance with the DIP Agreement (as defined below) and the Cash Flow Projections (as defined in the DIP Agreement), the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses and amounts owed to any Assistants payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

5. THIS COURT ORDERS that, in accordance with the DIP Agreement and the Cash Flow Projections, and except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

6. THIS COURT ORDERS that the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) subject to paragraph 7 hereof, all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

7. THIS COURT ORDERS that payment of Sales Taxes owing by the Applicants to Her Majesty the Queen in Right of Canada or a Province or Territory of Canada (the "**Crown**") shall be dealt with in the following manner:

(a) Sales Taxes which are accrued or collected after the date of this Order shall be paid by the Applicants in the ordinary course of business from and after the date of this Order;

(b) (subject to paragraph 7(d), payment of Sales Taxes which were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order ("**Pre-Filing Sales Taxes**") shall be deferred, and collection or enforcement of same by the Crown is stayed until further Order of the Court, but the Applicants shall remain liable for the payment of such Pre-Filing Sales Taxes;

(c) in regard to Pre-Filing Sales Taxes, the Crown shall continue to have the same priority position at law as it had immediately prior to the granting of this Order;

(d) in the event of the sale of all or substantially all of the Property or the Business, Pre-Filing Sales Taxes shall be paid in accordance with applicable law; and

(e) in the event that the Applicants become bankrupt, Pre-Filing Sales Taxes shall be dealt with in accordance with the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**").

8. THIS COURT ORDERS that, until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance

charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. THIS COURT ORDERS that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. THIS COURT ORDERS that the Applicants shall, subject to such requirements as are imposed by the CCAA, and such covenants as may be contained in the DIP documents (as hereinafter defined) have the right to:

(a) terminate the employment of such of their employees or temporarily lay off such of its employees as they deem appropriate; and

(b) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants, or any of them, to proceed with an orderly restructuring of the Business (the "**Restructuring**").

11. THIS COURT ORDERS that the Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any

applicable secured creditors, such landlord and the Applicants, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If the Applicants disclaim or resiliate the lease governing such leased premises in accordance with section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

12. THIS COURT ORDERS that, if a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

13. THIS COURT ORDERS that, until and including September 28, 2012, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently underway against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. THIS COURT ORDERS that, during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the

foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. Notwithstanding the foregoing, the Senior Lenders are permitted, but not obligated, to take such steps and retain such security personnel as may be reasonably necessary, in their sole and exclusive discretion, to protect and preserve the tangible Property of the Applicants, provided that all such steps undertaken by the Senior Lenders or any of them shall not interfere with, disrupt and/or impede the ability of the Applicants and/or the Monitor to carry out the terms of this Order and the Senior Lenders are permitted to add the costs incurred in exercise of their rights hereunder to the indebtedness secured by the Senior Lenders' respective security.

NO INTERFERENCE WITH RIGHTS

15. THIS COURT ORDERS that, during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

16. THIS COURT ORDERS that, during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for

all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider, the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

17. THIS COURT ORDERS that, notwithstanding anything else in this Order, but subject to paragraphs 18 to 22 below, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

CRITICAL SUPPLIERS

18. THIS COURT ORDERS AND DECLARES that each of the entities listed in Schedule "A" hereto is a critical supplier of the Applicants as contemplated by section 11.4 of the CCAA (each, a **"Critical Supplier"**), provided that such designation shall not constitute a finding or determination that such entities are critical suppliers to any affiliate of the Applicants.

19. THIS COURT ORDERS that each Critical Supplier shall continue to supply the Applicants with goods and/or services on terms and conditions that are consistent with existing arrangements and past practices.

20. THIS COURT ORDERS that the Applicants shall make prompt payment for goods and/or services supplied to them by a Critical Supplier. For greater clarity, an Applicant who receives goods and/or services from a Critical Supplier on and after the date of this Order shall make payment to such Critical Supplier for such goods and/or services on the next date on which such Applicant ordinarily issues cheques (provided that such date is at least two days, and no more than seven days, after the date on which such Applicant receives from such Critical Supplier an invoice for the purchase price of the goods and/or services supplied).

21. No Critical Supplier may require the payment of a deposit or the posting of any security in connection with the supply of goods and/or services to the Applicants after the date of this Order.

22. THIS COURT ORDERS that each Critical Supplier shall be entitled to the benefit of and is hereby granted a charge (together, the "**Critical Supplier Charge**") on the Property in an amount equal to the value of the goods and services supplied by such Critical Supplier and received by the Applicants after the date of this Order less all amounts paid to such Critical Supplier in respect of such goods and services. The Critical Supplier Charge shall have the priority set out in paragraphs 44 and 46 hereof.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

24. THIS COURT ORDERS that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. THIS COURT ORDERS that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $1,000,000, as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 44 and 46 hereof.

26. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

27. THIS COURT ORDERS that Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

a) monitor the Applicants' receipts and disbursements;

b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

c) assist the Applicants, to the extent required by the Applicants, in their dissemination to the Senior Lenders and their counsel of financial and other information which may be used in these proceedings on reasonable request;

d) advise the Applicants in their preparation of the cash flow statements of the Applicants and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the Senior Lenders and their counsel on reasonable request;

e) (after having discussed such matters with the Applicants, where circumstances permit it to do so), have and exercise sole and exclusive authority (in the name of and on behalf of the Applicants) to instruct Clarus Securities Inc. with respect to the development and implementation of an orderly process for the sale of the Business and/or the Property to be completed within 90 days (the "**Sale Process**") in accordance with the timelines set out in Schedule "B" hereto, and to take such steps and execute such documentation in the name of and on behalf of the Applicants as may be necessary or incidental to the Sale Process;

f) have and exercise the authority (in the name of and on behalf of the Applicants), with the consent of the Senior Lenders, to replace Clarus Securities Inc. and disclaim the engagement letter with Clarus Securities Inc.;

g) have and exercise sole and exclusive authority (in the name of and on behalf of the Applicants) to negotiate with potential purchasers of the Business and/or the Property pursuant to the Sale Process;

h) have and exercise sole and exclusive authority (in the name of and on behalf of the Applicants), with the consent of the Senior Lenders, to dispose of redundant or non-material assets not exceeding $100,000.00 in any one transaction or $1,000,000 in the aggregate;

i) have and exercise sole and exclusive authority (in the name of and on behalf of the Applicants) to accept one or more offers to purchase the Business and/or the Property pursuant to the Sale Process (subject to approval of the Court);

j) have and exercise sole and exclusive authority (in the name of and on behalf of the Applicants, but in consultation with the Senior Lenders), to determine whether and to what extent an extension of the Stay Period will be sought from the Court (and, if so, the length of any such extension request);

k) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;

l) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

m) perform such other duties as are required by this Order or by this Court from time to time.

29. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

30. THIS COURT ORDERS that the Monitor is not required to take any steps or action in respect of the powers granted to the Monitor pursuant to this Order unless it is satisfied that the Applicants have sufficient funding to pay the Monitor's estimated fees and expenses in taking such steps and actions.

31. THIS COURT ORDERS that, in addition to the rights and protections afforded to the Monitor as an officer of this Court, neither the Monitor nor any officer, director, employee, affiliate or agent of Ernst & Young Inc. shall be deemed to be a director or trustee or any of the Applicants.

32. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or

relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, the Ontario *Occupational Health and Safety Act*, the New Brunswick *Clean Water Act*, the New Brunswick *Clean Environment Act*, the New Brunswick *Clean Air Act*, the New Brunswick *Unsightly Premises Act*, the Quebec *Environmental Quality Act* and the Québec *Act Respecting Occupational Health and Safety*, the Newfoundland *Environmental Protection Act* or similar other federal or provincial legislation and any regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

33. THIS COURT ORDERS that, subject to paragraph 50 hereof, the Monitor shall provide any creditor of the Applicants and the DIP Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

34. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

35. THIS COURT ORDERS that the Monitor, the Monitor's counsel and the Applicants' counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are

hereby authorized and directed to pay the accounts of the Monitor, the Monitor's counsel and the Applicants' counsel on a weekly basis.

36. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Court of Queen's Bench of New Brunswick.

37. THIS COURT ORDERS that the Monitor, the Monitor's counsel and the Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $400,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 44 and 46 hereof.

DIP FINANCING

38. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to obtain and borrow under the DIP Term Sheet with Norrep (and insofar as reference is made to Norrep making advances under the DIP Term Sheet, is herein referred to as the "**DIP Lender**") dated August 30, 2012 (the "**DIP Agreement**"), as attached to the Rogers Affidavit, in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under the credit facility described in the DIP Agreement shall not exceed the principal amount of $1,500,000.00 unless permitted by further Order of this Court.

39. THIS COURT ORDERS that such credit facility shall be on the terms and subject to the conditions set forth in the DIP Agreement, filed.

40. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (as described in the DIP Agreement) (collectively, the "**DIP Documents**"), as are contemplated by the DIP Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees,

liabilities and obligations to the DIP Lender under and pursuant to the DIP Agreement and the DIP Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

41. THIS COURT ORDERS that, subject to the rights of the Senior Lenders set forth in paragraph 46 hereof, the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property. The DIP Lender's Charge shall secure the payment to the DIP Lender of those amounts actually advanced by the DIP Lender to the Applicants pursuant to the DIP Agreement on or after the date of this Order, but in all events and circumstances, such amounts shall not exceed the aggregate sum of $1,500,000.00 plus applicable interest or such other amount as may be authorized by this Court. The DIP Lender's Charge shall have the priority set out in paragraphs 44 and 46 hereof.

42. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the DIP Documents;

(b) upon the occurrence of an event of default under the DIP Documents or the DIP Lender's Charge, the DIP Lender may cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Agreement, the DIP Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, and upon four (4) days written notice to the Applicants, the Monitor and the Senior Lenders, and with leave of the Court, may exercise any and all of its other rights and remedies against the Applicants or the Property under or pursuant to the DIP Agreement, the DIP Documents and the DIP Lender's Charge, including without limitation, applying to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

43. THIS COURT ORDERS AND DECLARES that, notwithstanding paragraph 14 but subject to paragraph 42, the DIP Lender (in such capacity and not in its capacity as Senior Lender) shall be treated as unaffected in any Plan filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the BIA, with respect to any advances made under the DIP Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

44. THIS COURT ORDERS that the priorities of the Administration Charge, the Critical Supplier Charge, the DIP Lender's Charge and the Directors' Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $400,000);

Second – Critical Supplier Charge;

Third – DIP Lender's Charge (to the maximum amount of $1,500,000 plus applicable interest); and

Fourth - Directors' Charge (to the maximum amount of $1,000,000).

45. THIS COURT ORDERS that the filing, registration or perfection of the Administration Charge, the Critical Supplier Charge, the DIP Lender's Charge and the Directors' Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

46. THIS COURT ORDERS that each of the Charges shall constitute a charge on the Property and such Charges shall rank behind all security interests, trusts, liens, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, the "**Encumbrances**") in favour of the Senior Lenders and any Person that has not been served with the notice of the application for this Order. The Applicants and the beneficiaries of the Charges shall be entitled to seek an Order providing that the Charges shall rank in priority to the

Encumbrances on notice to those parties likely to be affected by such priority (it being the intention of the Applicants to seek, at the Comeback Motion (as defined below), priority for the Charges ahead of all Encumbrances). The security granted by the DIP Documents charging the Property shall have the same priority as the DIP Lender's Charge. Notwithstanding the foregoing or any provision of this Order, the priority of the charges held by the Senior Lenders in respect of the Property whether pursuant to their respective security agreements and related documents or otherwise at law are hereby expressly reserved and the issuance of this Order is without prejudice to the right of the Senior Lenders, or any of them, to seek an order on the Comeback Motion (as defined below) allocating the Charges or any portion thereof among and between the Senior Lenders and/or among and between the Landdrill Canada Property and the Landdrill Mexico Property, or any portions thereof.

47. THIS COURT ORDERS that, except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lender, the Senior Lenders, and the beneficiaries of the Charges, or further Order of this Court.

48. THIS COURT ORDERS that the Charges and the DIP Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges thereunder (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Agreement or the DIP Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into the DIP Agreement or the DIP Documents, the creation of the Charges, or the execution, delivery or performance of the DIP Agreement or the DIP Documents; and

(c) the payments made by the Applicants pursuant to this Order, the DIP Agreement or the DIP Documents and the granting of the Charges by the Applicants do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

49. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

SEALING OF CASH-FLOW STATEMENTS

50. THIS COURT ORDERS that any cash-flow statement or any part of a cash-flow statement filed with this Court in these proceedings shall not be released to the public and shall be kept confidential and in a sealed envelope to be maintained in a file in the office of the Clerk of the Court which does not form part of the public record. However, the cash-flow statements will be disclosed to Norrep, GE Canada and Sprott and their respective counsel on condition that they will not distribute such documentation or the information contained therein, to any other person. Further, all other creditors of the Applicants shall be entitled to disclosure of the cash-flow statements provided that they have signed a confidentially agreement in a form satisfactory to the Monitor.

SERVICE AND NOTICE

51. THIS COURT ORDERS that the Monitor shall (a) without delay, publish in the National Edition of the Globe and Mail a notice containing the information prescribed under the CCAA, (b) within five days after the date of this Order, (i) make this Order publicly available in the

manner prescribed under the CCAA, (ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than $1,000.00, and (iii) prepare a list showing the names and addresses of those creditors (other than individuals) and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

52. THIS COURT ORDERS that the Applicants and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

53. THIS COURT ORDERS that the Applicants, the Monitor and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at www.ey.com/ca/landdrill.

COMEBACK MOTION

54. THIS COURT ORDERS that the Applicants are authorized to serve their motion materials with respect to the comeback motion (the "**Comeback Motion**") by forwarding a copy of this Order and any additional materials to be filed with respect to the Comeback Motion by electronic transmission, where available, or by courier to the parties likely to be affected by the relief to be sought, including without limitation, the Senior Lenders, at such parties' respective addresses as last shown on the records of the Applicants as soon as practicable.

GENERAL

55. THIS COURT ORDERS that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

56. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

57. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Mexico, Mongolia or Barbados, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

58. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

59. THIS COURT ORDERS that without limiting paragraph 58 hereof the Monitor is hereby authorized, as the foreign representative of the Applicants, to apply for recognition of these proceedings as "Foreign Main Proceedings" in Mexico.

60. THIS COURT ORDERS that any interested party (including the Applicants, the Monitor and the Senior Lenders) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

61. THIS COURT ORDERS that, notwithstanding paragraph 60 hereof, no order shall be made varying, rescinding or otherwise affecting the provisions of this Order with respect to the DIP Documents or the DIP Lender's Charge unless notice of motion for such order is served on the Applicants, the Monitor, the Senior Lenders and the DIP Lender on at least four (4) days'

notice, returnable no later than September 7, 2012, or unless each of the Applicants, the Monitor, the Senior Lenders and the DIP Lender consent to such order.

62. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Atlantic Time on the date of this Order.

Dated at Moncton, New Brunswick this 31st day of August, 2012

....
J.C.Q.B.N.B

SCHEDULE "A"

Landdrill International Inc.

List of Critical Suppliers

Vendor	**Canadian Office**	**Type of Supplier**
Sandvik Mining	100 Magill Street Lively, Ontario P3Y 1K7	Supplies equipment and tools, service and technical solutions for the mining industry
Usinage Marcotte Inc.	180 des Distributeurs Val D'Or, Quebec J9P 6Y1	Provides machining, welding and manufacturing services for the forestry, mining and agriculture industries
M. Beauregard Equipment Inc.	8910 Boul. Industriel Chambly, Quebec J3L 4X3	Provides construction equipment products and support services
Hydraulic Val d'Or	1050 Rue Leo Fournier Val D'Or, Quebec J9P 6X7	Manufactures, modification and repair of hydraulic systems
Detour Machining	Box 1597 Highway 652 East Cochrane, Ontario P0L 1C0	Custom machining and fabrication

SCHEDULE "B"
TIMELINES FOR SALE PROCESS

1. The template Confidentiality Agreement (the "**CA**") shall be finalized (and delivered to the Monitor and the Senior Lenders) on or before August 31, 2012.

2. The population of the electronic on-line data room shall be finalized (and written confirmation of completion of this task shall be provided to the Monitor and the Senior Lenders) on or before August 31, 2012.

3. The list of approved purchasers (the "**Approved Purchasers**") shall be finalized (and delivered to the Monitor and the Senior Lenders) on or before September 5, 2012.

4. The CA shall be finalized and distributed to the Approved Purchasers (and written confirmation of completion of this task shall be provided to the Monitor and the Senior Lenders) on or before September 5, 2012.

5. One or more non-binding written expressions of interest regarding a proposed purchase of the Business and/or the Property shall have been obtained by the Borrower and shall have been provided to the Monitor and the Senior Lenders on or before September 21, 2012.

6. The template precedent definitive agreements required for the sale of the Business and/or the Property shall have been prepared (and delivered to the Monitor and the Senior Lenders) on or before October 1, 2012.

7. A binding Agreement of Purchase and Sale of the Business and/or the Property (the "**APA**") shall have been prepared and executed by the Monitor (in the name of and on behalf of the Borrower) (as Vendor) and the Proposed Purchaser (and an executed copy thereof shall have been provided to the Monitor and the Senior Lenders) on or before October 15, 2012.

8. The APA shall have become unconditionally effective (save and except for a condition requiring approval of the APA by the Court) (and written confirmation of the APA having become unconditionally effective shall have been provided to the Monitor and the Senior Lenders) on or before October 15, 2012.

9. Approval of the APA by the Court and the closing of the sale contemplated by the APA shall have occurred (and written confirmation of the closing of such sale shall have been provided to the Monitor and the Senior Lenders) on or before November 1, 2012.

THIS IS EXHIBIT "G" REFERRED TO IN
THE AFFIDAVIT OF Michael Tripp
SWORN BEFORE ME THIS 21st DAY OF
May A.D., 20 13

Michael D. Tripp

From:	Ron Goguen Sr.
Sent:	October-31-12 4:57 PM
To:	G. Robert Basque
Cc:	Ron Goguen Sr.; Mike Tripp
Subject:	Resolutions of the Directors (LDI)
Attachments:	SKMBT_C45212103116400.pdf

Hi Robert (cc: Mike)

Please see attachment.

Ron G.
506-866-4545 mobile

THIS IS EXHIBIT "H" REFERRED TO IN
THE AFFIDAVIT OF Michael Tripp
SWORN BEFORE ME THIS 21st DAY OF
May A.D., 2013

RESOLUTIONS OF THE DIRECTORS

OF

LANDDRILL INTERNATIONAL INC.

The undersigned, being all of the directors of Landdrill International Inc., a corporation formed under the laws of British Columbia (the "Corporation"), and being entitled to vote on the resolutions hereinafter set forth as if the same had been submitted at a meeting of the directors of the Corporation duly called and held for the purpose of acting on such resolutions, do hereby resolve, in lieu of a meeting of the directors of the Corporation, as follows:

WHEREAS the Board of Directors of the Corporation is of the view that it is necessary and in the best interests of the Corporation to pay all reasonable legal fees incurred by its officers in respect of maintaining their employment with the Corporation and enforcing the rights of their employment agreement or any other employment related document;

BE IT RESOLVED:

THAT the Corporation approves the payment by the Corporation of any and all reasonably incurred legal fees of Ronald J. Goguen, Roger Rogers and Michael Tripp (collectively, the "Officers") incurred as a result of any proceeding, action or motion whereby the Officers' continued employment with the Corporation and the right thereto is being challenged or varied, or to enforce any rights of the Officer under their employment agreement or any other employment related document.

FURTHER THAT in connection with the forgoing, any one officer or director of the Corporation be and is hereby authorized and directed for and on behalf of and in the name of the Corporation to execute and deliver all such documents and instruments in writing and to do all such acts or things as may be advised by legal counsel to the Corporation or the Subsidiaries as being necessary or desirable to give effect to the foregoing.

THAT this resolution may be executed in one or more counterparts and shall be valid irrespective of whether all directors have executed the same counterpart as long as each director has executed at least one (1) counterpart, and transmission of this resolution by facsimile for signature shall constitute sufficient compliance for the purposes of execution of the same.

[Signature Pages to follow]

Each and every one of the foregoing resolutions is hereby consented to by the signatures of all of the directors of Landdrill International Inc. this 31st day of October, 2012.

William MacDonald

Jacques F. Monette

Ronald J. Goguen

DocsID

Matthew Letson

From:	Roger Rogers <rrogers@landdrill.com>
Sent:	Tuesday, April 16, 2013 4:36 PM
To:	Stephen Hutchison
Subject:	FW: Information re: Retainer

THIS IS EXHIBIT "I" REFERRED TO IN THE AFFIDAVIT OF Michael Tripp SWORN BEFORE ME THIS 21st DAY OF May A.D. 2013

FYI

From: Roger Rogers
Sent: November 2, 2012 1:17 PM
To: France Finnigan
Cc: Ron Goguen Sr.; Mike Tripp
Subject: FW: Information re: Retainer

France,

Please wire $20,000 to the below noted account.

Thanks

From: Monica Hindley [mailto:mhindley@lawsoncreamer.com]
Sent: October-29-12 10:08 AM
To: rrogers@nbnet.nb.ca
Subject: Information re: Retainer

As requested. Please see below. Kindly confirm once transaction has been made, Monica

Monica Hindley | Administrative Assistant to
Kelly VanBuskirk and Frank McBrearty
Direct: 506-633-3502 Fax: 506-633-0465 Web: lawsoncreamer.com
Address: 133 Prince William Street Suite 801, Saint John NB E2L 2B5

LAWSON CREAMER LAWYERS

From: Coleen Carson
Sent: Monday, October 29, 2012 10:01 AM

To: Monica Hindley
Subject: FW: In the Matter of Landdrill International Inc. et al

Information to be given to receive wired funds to our Trust Account

Transit no.
Bank no.
Trust account no. Redacted
Swift no.
Routing/ANA

Coleen Carson
LAWSON CREAMER
Barristers and Solicitors
133 Prince William Street, Suite 801
Saint John, New Brunswick E2L 2B5
T: 506-633-3501
F: 506-633-0465
E: ccarson@lawsoncreamer.com

THIS IS EXHIBIT "K" REFERRED TO IN THE AFFIDAVIT OF Michael Tripp
SWORN BEFORE ME THIS 21st DAY OF May A.D. 2013

Michael D. Tripp

From: David Beatty [david.beatty@rnovogold.com]
Sent: August-23-12 12:13 PM
To: 'JJentz@ClarusSecurities.com'; Roger Rogers; Mike Tripp; Ron Goguen Sr.
Subject: Re: LDI Invoice + Mike Tripp's Retention Payment

Dear Ron + Roger,

Yes, as agreed at the Board. Please confirm that you also have paid Mike Tripp's Retention Payment today as well.

Sincerely,

David

David M. Beatty
CEO, Rio Novo Gold Inc.
Suite 1240,
155 University Ave.
Toronto, Canada
M5H 3B7

W. +1-416-368-8288
M. +1-416-616-8866
E: david.beatty@Rnovogold.com

From: John Jentz [mailto:JJentz@ClarusSecurities.com]
Sent: Thursday, August 23, 2012 11:08 AM
To: Roger Rogers <rrogers@landdrill.com>; Mike Tripp <mtripp@landdrill.com>; Ron Goguen Sr. <rongoguen@landdrill.com>
Cc: David Beatty
Subject: FW: LDI Invoice

For our $25k payment; pls advise if cheque is preferable or I can send wire instructions.

From: Matt Roberts
Sent: Thursday, August 23, 2012 10:43 AM
To: John Jentz
Subject: LDI Invoice

Matthew Roberts, MBA, CFA
Investment Banking
Clarus Securities Inc.
Exchange Tower, 130 King St. West, Suite 3640
Toronto ON, M5X 1A9
W: 416-343-2772 | F: 416-343-2798
mroberts@clarussecurities.com

Landdrill - Financial Corrections

From: **Michael Tripp** (michael.tripp@live.ca)
Sent: April-10-13 3:32:44 PM
To: christopher.mediratta@ca.ey.com (christopher.mediratta@ca.ey.com)
3 attachments
Taux2012.pdf (31.5 KB) , LDI - Employment Documents.pdf (190.9 KB) , LDI - Retention Agreement.pdf (1269.5 KB)

Hi Chris – hope all is well. I am writing with a minor mess that requires clean-up in respect of Landdrill.

I reviewed my 2012 financial matters with my financial advisor yesterday in anticipation of filing my 2012 taxes and the following discrepancies have arisen in respect of my employment tenure with Landdrill which require attention:

1. on my T4, Employment Income (line 101) was overstated by $75,493.81 in comparison to my final paystub (based on the current figures). Accordingly, an amended T4 must be issued. However, per item #3 below, the total earned amount in my final paystub will need to be revised as well, but, obviously, the T4 line item and the total earned for 2012 should reconcile.

2. likewise, it appears that my ROE may not reconcile with my total earned per my final paystub. However, again, the ROE will need to be amended and reissued per item #3 below.

3. LDI did not calculate the correct tax rate in respect of the payment of my retention bonus and did not remit the correct amount of taxes to CRA. As you may know, pursuant to the retention agreement, the retention bonus was to be "*net of tax and statutory deductions*". On the payment of the $30,000 payment, LDI submitted $7,500 to CRA -this would assume a tax rate of 20%.

My earnings with LDI last year would have placed me in the highest tax bracket in New Brunswick (being that for employment earnings of $132,407 or greater) which carries a tax rate of 43.3%. Accordingly, upon the net payment of a $30,000 there would be exigible taxes in the amount of $22,910.05 -that is LDI is obliged to submit an additional $15,410.05 to CRA.

However, I was advised that, although the best practice would have been for an employer to apply a tax rate of 43.3% on the bonus payment given the context, there may be some basis for an employer to assume a lower rate given the timing of the payment of the bonus coupled with my earnings to date (as I had started mid-February on a p/t basis for a period), an employer may have had some basis to believe that my earnings would fall within $124,179 and $132,406. Under this scenario, my personal taxation rate would be 40.3% resulting in outstanding exigible taxes in the amount of $12,751.26.

Personally, I would think that applying the 43.3% rate makes more sense given actual amount earned and the reasonable expectation of same, etc...

I have been advised that there is no explanation for assuming a 20% tax rate.

As you know, the additional amount submitted to CRA should be added to my total earned from LDI for 2012, and, accordingly, my final paystub, T4 and ROE should be revised accordingly. That is, the amount to be forwarded to CRA should be added to $136,780.76 to determine these amounts.

4. Landdrill overbilled for a laptop computer. (If you recall, LDI required the permission of the Monitor to sell office equipment. I had sent you an e-mail seeking permission and approving pricing of certain computers, which you had approved a sale of my laptop at $50 given its age based on the valuation provided by Richard Frigault, LDI's tech guy. LDI billed at $200.)

5. LDI has not paid an outstanding expense claim owing to me in the amount of approx. $56 for a farwell lunch for an employee. (There appears to be several other expense claims whereby there are discrepancies, including cell phone bills, etc... however, the particular claim referenced was approved and not paid. Provided that we get everything cleared up, I would be inclined to overlook the other outstanding matters in the interest of time and energy and the minimal amounts involved.)

The foregoing are likely oversights/errors by LDI staff but will need to be rectified. I have attached the following documents for your reference: (i) final pay stub, (ii) ROE, (iii) T4, (iv) personal income tax rates in New Brunswick, and (v) retention agreement (note language at last sentence of par.5). If you can't find the e-mail in respect of the pricing and authorization to sell the computer, please let me know and I will search my archived files for same (I believe it would have been sent in October or November of 2012).

If you require anything further in respect of the foregoing, please do not hesitate to contact me as, due to the looming date for tax filings, I would appreciate resolving these matters as soon as possible. In respect of items #4 and 5, these amounts can be directly deposited to my bank account with the information that LDI has on file. Alternatively, they may forward a cheque to: 41 Irene Crescent, Dieppe, NB, E1A 7V4. I will await confirmation that the other matter have been resolved.

Thanks and please let me know if there is anything I can do to assist; also, perhaps E&Y can assist them if they are having internal difficulties!

Best,
Mike

Michael D. Tripp

From:	Michael Tripp [michael.tripp@live.ca]
Sent:	May-20-13 5:33 PM
To:	mt@tripplaw.ca
Subject:	FW: Landdrill - Financial Corrections

THIS IS EXHIBIT "L" REFERRED TO IN
THE AFFIDAVIT OF Michael Tripp
SWORN BEFORE ME THIS 21st DAY OF
May A.D., 20 13

To: michael.tripp@live.ca
Subject: RE: Landdrill - Financial Corrections
From: Christopher.Mediratta@ca.ey.com
Date: Tue, 23 Apr 2013 17:56:14 -0400

According to Camilla,

"Ron Sr did not want to pay any bonus to you. You and Ron Sr both agreed that Landdrill would only deduct 20%, or Landdrill was not paying any bonus."

Kind regards,

Chris

ERNST & YOUNG

Christopher Mediratta CA, CIRP | Vice President | Transaction Advisory Services
Ernst & Young Inc.
222 Bay Street, Toronto, Ontario M5K 1J7, Canada
Office: +1 416 941 1769 | Mobile: +1 416 518 7005 | christopher.mediratta@ca.ey.com
Fax: +1 416 943 3300
Website: www.ey.com

From:	Michael Tripp <michael.tripp@live.ca>
To:	"Christopher.Mediratta@ca.ey.com" <christopher.mediratta@ca.ey.com>
Date:	23/04/2013 05:42 PM
Subject:	RE: Landdrill - Financial Corrections

Thanks again for the call Chris. Just to clarify, in Camilla's response is she stating that there was a side-deal between Ron and myself whereby I agreed that LDI wouldn't have to remit the full amount of taxes owing?

Please let me know if I've misunderstood anything.

Best,
Mike

To: michael.tripp@live.ca
Subject: RE: Landdrill - Financial Corrections
From: Christopher.Mediratta@ca.ey.com
Date: Tue, 23 Apr 2013 17:32:54 -0400

Sorry for the delay. Can you talk now?

Chris

Christopher Mediratta CA, CIRP | Vice President | Transaction Advisory Services
Ernst & Young Inc.
222 Bay Street, Toronto, Ontario M5K 1J7, Canada
Office: +1 416 941 1769 | Mobile: +1 416 518 7005 | christopher.mediratta@ca.ey.com
Fax: +1 416 943 3300
Website: www.ey.com

From: Michael Tripp <michael.tripp@live.ca>
To: "Christopher.Mediratta@ca.ey.com" <christopher.mediratta@ca.ey.com>
Date: 23/04/2013 03:15 PM
Subject: RE: Landdrill - Financial Corrections

Hi Chris - just left you a voice mail following up in respect of below.

Best,
Mike

From: michael.tripp@live.ca
To: christopher.mediratta@ca.ey.com
Subject: RE: Landdrill - Financial Corrections
Date: Mon, 22 Apr 2013 07:43:25 -0400

Hi Chris - further to our discussion, Ron's response to the requests was generally inconsistent with the facts. There were no side deals in respect to any matter and I stand by any written documents/evidence. While I am not overly concerned in respect the discrepancies in the expense forms and the laptop, etc. due to the small amounts involved, I'm much less inclined to incur personal tax liability simply because Ron doesn't feel like honouring his obligations and tried to avoid doing so. I will likely escalate this matter to seek some sort of resolution; I'm writing to see if the Monitor has any ability to weigh in on this matter in any matter (i.e., an opinion to the Court or mandating that LDI act) if we each provide evidence to the Monitor or, alternatively, if I should proceed to seek a Motion. It really seems a little ridiculous to seek a motion for such a small amount of money given the cost of doing so.

Likewise, it appears that Ron wants to bring a motion seeking recovery of around $10,000 in retainer funds which the Company paid to Lawson Creamer on Roger and my behalf in respect of legal matters arising during the course of the CCAA proceedings which impact on any of our rights under our employment agreements, etc... Notwithstanding four (including Roger and myself) executed agreements where the Company promised to do so, an executed board resolution and approval to transfer the funds, Ron is now stating that he didn't understand any of the documents and didn't authorize anything. While I'd be surprised that Justice Smith could even imagine such a scenario given the evidence, again, if we can avoid a motion and the public nature and cost of same with any action that the Monitor can take (if the Monitor is convinced based on the evidence of the facts) please let me know.

I'm trying to make things as smooth as possible.

I'm very much looking forward to moving on from this as I'm sure you are too!

Thanks Chris and I'm available all day at 506-204-7327, ext. 204.

Best,
Mike

Subject: Re: Landdrill - Financial Corrections
From: Christopher.Mediratta@ca.ey.com
To: michael.tripp@live.ca
Date: Wed, 17 Apr 2013 18:41:00 -0400

Yes. Perhaps we can speak tomorrow. Is there a time that suits you?

Ernst & Young ®
Ernst & Young Inc.
Christopher Mediratta, CA, CIRP | Transaction Advisory Services

222 Bay Street, Toronto, Ontario, M5K 1J7, Canada
Tel: +1-416-941-1769 | Fax: +1-416-943-3300

----- Original Message -----
From: "Michael Tripp " [michael.tripp@live.ca]
Sent: 04/17/2013 04:17 PM GMT
To: Christopher Mediratta
Subject: Re: Landdrill - Financial Corrections

les pièces jointes, le cas échéant) est CONFIDENTIELLE et peut être PRIVILÉGIÉE. Si vous n'êtes pas le destinataire prévu, vous êtes par la présente avisé(e) que toute diffusion, copie ou utilisation de ladite information est strictement interdite. Si vous avez reçu cette communication par erreur, veuillez nous en aviser immédiatement en répondant à l'expéditeur et effacer de votre ordinateur toute trace de cette information.

Any U.S. tax advice contained in the body of this e-mail was not intended or written to be used, and cannot be used, by the recipient for the purpose of avoiding penalties that may be imposed under United States federal, state or local tax law. // Tout conseil de fiscalité américaine contenu, le cas échéant, dans le présent courriel ne visait pas à éviter des pénalités pouvant être imposées en vertu des lois fiscales fédérales, étatiques ou locales des États-Unis, n'a pas été rédigé dans ce but et ne doit pas être utilisé à cette fin par le destinataire.

Chris - any update? Best, Mike Sent on the TELUS Mobility network with BlackBerry -----Original Message----- From: Christopher.Mediratta@ca.ey.com Date: Sat, 13 Apr 2013 01:18:07 To: Subject: Re: Landdrill - Financial Corrections I hope you are doing are doing well. �I have asked Landdrill to look into the issues you raised. �I will let you know what the company's investigation uncovers. Kind regards, Chris Christopher Mediratta CA, CIRP | Vice President | Transaction Advisory Services Ernst & Young Inc. 222 Bay Street, Toronto, Ontario M5K 1J7, Canada Office: +1 416 941 1769 | Mobile: +1 416 518 7005 | christopher.mediratta@ca.ey.com Fax: +1 416 943 3300 Website: www.ey.com From: Michael Tripp To: "christopher.mediratta@ca.ey.com" Date: 10/04/2013 03:32 PM Subject: Landdrill - Financial Corrections ------------- Hi Chris - hope all is well. �I am writing with a minor mess that requires clean-up in respect of Landdrill. I reviewed my 2012 financial matters with my financial advisor yesterday in anticipation of filing my 2012 taxes and the following discrepancies have arisen in respect of my employment tenure with Landdrill which require attention: 1. �on my T4, Employment Income (line 101) was overstated by $75,493.81 in comparison to my final paystub (based on the current figures). �Accordingly, an amended T4 must be issued. �However, per item #3 below, the total earned amount in my final paystub will need to be revised as well, but, obviously, the T4 line item and the total earned for 2012 should reconcile. 2. �likewise, it appears that my ROE may not reconcile with my total earned per my final paystub. �However, again, the ROE will need to be amended and reissued per item #3 below. 3. LDI did not calculate the correct tax rate in respect of the payment of my retention bonus and did not remit the correct amount of taxes to CRA. �As you may know, pursuant to the retention agreement, the retention bonus was to be "net of tax and statutory deductions". �On the payment of the $30,000 payment, LDI submitted $7,500 to CRA -this would assume a tax rate of 20%. � � My earnings with LDI last year would have placed me in the highest tax bracket in New Brunswick (being that for employment earnings of $132,407 or greater) which carries a tax rate of 43.3%. �Accordingly, upon the net payment of a $30,000 there would be exigible taxes in the amount of $22,910.05 -that is LDI is obliged to submit an additional $15,410.05 to CRA. However, I was advised that, although the best practice would have been for an employer to apply a tax rate of 43.3% on the bonus payment given the context, there may be some basis for an employer to assume a lower rate given the timing of the payment of the bonus coupled with my earnings to date (as I had started mid-February on a p/t basis for a period), an employer may have had some basis to believe that my earnings would fall within $124,179 and $132,406. �Under this scenario, my personal taxation rate would be 40.3% resulting in outstanding exigible taxes in the amount of $12,751.26. � Personally, I would think that applying the 43.3% rate makes more sense given actual amount earned and the reasonable expectation of same, etc... I have been advised that there is no explanation for assuming a 20% tax rate. As you know, the additional amount submitted to CRA should be added to my total earned from LDI for 2012, and, accordingly, my final paystub, T4 and ROE should be revised accordingly. �That is, the amount to be forwarded to CRA should be added to $136,780.76 to determine these amounts. 4. Landdrill overbilled for a laptop computer. �(If you recall, LDI required the permission of the Monitor to sell office equipment. �I had sent you an e-mail seeking permission and approving pricing of certain computers, which you had approved a sale of my laptop at $50 given its age based on the valuation provided by Richard Frigault, LDI's tech guy. �LDI billed at $200.) 5. LDI has not paid an outstanding expense claim owing to me in the amount of approx. $56 for a farwell lunch for an employee. �(There appears to be several other expense claims whereby there are discrepancies, including cell phone bills, etc... �however, the particular claim referenced was approved and not paid. �Provided that we get everything cleared up, I would be inclined to overlook the other outstanding matters in the interest of time and energy and the minimal amounts involved.) The foregoing are likely oversights/errors by LDI staff but will need to be rectified. �I have attached the following documents for your reference: (i) final pay stub, (ii) ROE, (iii) T4, (iv) personal income tax rates in New Brunswick, and (v) retention agreement (note language at last sentence of par.5). �If you can't find the e-mail in respect of the pricing and authorization to sell the computer, please let me know and I will search my archived files for same (I believe it would have been sent in October or November of 2012). � If you require anything further in respect of the foregoing, please do not hesitate to contact me as, due to the looming date for tax filings, I would appreciate resolving these matters as soon as possible. �In respect of items #4 and 5, these amounts can be directly deposited to my bank account with the information that LDI has on file. �Alternatively, they may forward a cheque to: 41 Irene Crescent, Dieppe, NB, E1A 7V4. �I will await confirmation that the other matter have been resolved. Thanks and please let me know if there is anything I can do to assist; also, perhaps E&Y can assist them if they are having internal difficulties! Best, Mike [attachment "Taux2012.pdf" deleted by Christopher Mediratta/TAS/ErnstYoung/CA] [attachment "LDI - Employment Documents.pdf" deleted by Christopher Mediratta/TAS/ErnstYoung/CA] [attachment "LDI - Retention Agreement.pdf" deleted by Christopher Mediratta/TAS/ErnstYoung/CA] -- The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. 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Michael D. Tripp

From:	Christopher.Mediratta@ca.ey.com
Sent:	November-15-12 4:05 PM
To:	Mike Tripp
Cc:	Paul.D.Hickey@ca.ey.com
Subject:	Re: Fwd: Computers

THIS IS EXHIBIT "M" REFERRED TO IN THE AFFIDAVIT OF Michael Tripp SWORN BEFORE ME THIS 21st DAY OF Mcey A.D., 20 13

Thank you Mike.

The Monitor does not object to the sale.

Kind regards,

Chris

ERNST & YOUNG

Christopher Mediratta CA, CIRP | Vice President | Transaction Advisory Services
Ernst & Young Inc.
222 Bay Street, Toronto, Ontario M5K 1J7, Canada
Office: +1 416 941 1769 | Mobile: +1 416 518 7005 | christopher.mediratta@ca.ey.com
Fax: +1 416 943 3300
Website: www.ey.com

From:	Mike Tripp <mtripp@landdrill.com>
To:	"Christopher.Mediratta@ca.ey.com" <Christopher.Mediratta@ca.ey.com>
Date:	15/11/2012 02:59 PM
Subject:	Fwd: Computers

Chris - another laptop sale to employee. Kindly confirm that the Monitor does not object to the sale of same.

Begin forwarded message:

From: Richard Frigault <richard@frigaultc.com>
Date: 15 November, 2012 1:32:33 PM AST
To: "Mike Tripp (mtripp@landdrill.com)" <mtripp@landdrill.com>
Subject: FW: Computers

I agree with him, actually, I would be happy with 50$

-----Original Message-----
From: Mike Morey [mailto:mamorey@shmcomputers.com]
Sent: November-15-12 1:29 PM
To: Richard Frigault
Subject: RE: Computers

Richard,

Honestly, if you could get a $ 100 bill for it I would count my blessings and run like hell without looking back :))

Mike A. Morey
mamorey@shmcomputers.com
www.shmcomputers.com
SOUTHAMPTON COMPUTERS LTD.
265B Edinburgh Drive,
Moncton, N.B.
E1E 2K9
Phone: 506-384-5500
Fax: 506-384-5511

-----Original Message-----
From: Richard Frigault [mailto:richard@frigaultc.com]
Sent: November-15-12 12:50 PM
To: Mike Morey Jr. (mamorey@shmcomputers.com)
Subject: FW: Computers

Hi Mike,

Landdrill is asking for quote on an old Acer Travelmate, it's about 5 years old. Number 5530-5566

I told them it's practically worthless, but they would like an official quote just in case.

Matthew Letson

THIS IS EXHIBIT "V" REFERRED TO IN THE AFFIDAVIT OF Michael Tripp SWORN BEFORE ME THIS 21st DAY OF May A.D., 2013

From:	Stephen Hutchison <shutchison@stewartmckelvey.com>
Sent:	Tuesday, May 14, 2013 4:10 PM
To:	Matthew Letson
Cc:	Ron Goguen Sr.; Camilla Cormier
Subject:	RE: Court File Number M/M/114/12, Landdrill International Inc., Michael Tripp - Our File 6577-001
Attachments:	inc 2012 t4 CRA rp001 - Michael Tripp - Amended.pdf

Matt,

In response to your correspondence, please be advised that the position of my clients on the issues raised by you is as follows:

1. Amended T4: The amended T4 was sent to Mr. Tripp on April 22, 2013. A copy is attached.
2. ROE: The ROE will not reconcile to the paystub given that, on the ROE, the earnings reported are only for ½ year.
3. Tax on Retention Bonus: The tax withholding of 20% was discussed and agreed between Mr. Tripp and Ron Goguen. No further amounts are payable. Further, if any additional amount was payable, it would constitute a claim that ranks behind the existing secured claims of, inter alia, Sprott, Crown and GE. As there will be insufficient funds/assets to satisfy these prior secured claims and hence, no additional payment can be made.
4. Laptop: The sale of the laptop to Mr. Tripp was handled by Landdrill, not the monitor. Mr. Tripp was given the option of purchasing the laptop for $200 or returning it. He chose to keep it. No refund is due to Mr. Tripp as the Laptop was not over-billed.

In addition to the foregoing, we reiterate the demand of Landdrill International Inc ("Landdrill") for the return of all retainer funds held by Lawson Creamer, forthwith. Landdrill will pay reasonable legal fees and disbursements related solely to the defence of the motion brought by Norrep seeking removal of management pursuant to the Notice of Motion dated October 19, 2012 and Amended Notice of Motion dated October 23, 2012 (the "Norrep Motion"). Landdrill does not authorize the use of any of the retainer funds for any purpose other than the defence of the Norrep Motion. As you are aware, the Chief Justice delivered his decision on the Norrep Motion on November 6, 2012. As such, there is no reason for Lawson Creamer to be holding any funds received from Landdrill.

If the retainer funds are not returned forthwith, we will be proceeding to finalize the motion of Landdrill International Inc which is scheduled to be heard on May 22.

Sincerely,

Steve Hutchison

STEWART McKELVEY
LAWYERS • AVOCATS

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shutchison@stewartmckelvey.com
*Law Corporation

From: Darlene Partridge [mailto:dpartridge@lawsoncreamer.com] **On Behalf Of** Matthew Letson
Sent: Wednesday, May 08, 2013 11:34 AM
To: Stephen Hutchison
Subject: Court File Number M/M/114/12, Landdrill International Inc., Michael Tripp - Our File 6577-001

Please find attached a copy of my correspondence of May 8, 2013, with enclosures.

Matthew R. Letson | Associate

Direct: 506 633 3533 Fax: 506 633 0465 Web: lawsoncreamer.com
Address: 133 Prince William Street Suite 801, Saint John New Brunswick E2L 2B5

LAWSON CREAMER LAWYERS