STOCK OPTION PLAN FOR DIRECTORS, OFFICERS, EMPLOYEES AND CONSULTANTS OF ADF GROUP INC.

1. Purpose of the Plan

The purpose of the stock option plan for directors, officers, employees and consultants (the "**Plan**") of ADF Group Inc. (the "**Corporation**") or any of its Subsidiaries (as hereinafter defined) is to secure for the Corporation and its shareholders the benefit of an incentive interest in share ownership by directors, officers and employees of the Corporation and its Subsidiaries, and by consultants retained by the Corporation to provide management or consulting services on a continuous basis. For the purposes of the Plan, "**Subsidiaries**" shall mean any legal entity of which the Corporation holds or is the beneficiary, at any time, directly or indirectly, otherwise than as security, of securities conferring over 50% of the votes enabling it to elect the majority of the directors of such entity as well as any current or future Subsidiary of such legal entity.

2. Administration

The Plan shall be administered by the Corporation's Board of Directors (the "**Board**") or any committee of the Board, as such committee may be constituted from time to time (the "**Committee**"). The Board or the Committee shall have full and complete authority to interpret the Plan and to establish the rules and regulations applying to it and to make all other determinations it deems necessary or useful for the administration of the Plan, provided that such interpretations, rules, regulations and determinations shall be consistent with the relevant policy statements of the competent securities authorities and the rules of the stock exchanges on which the securities of the Corporation are listed.

3. Shares Subject to the Plan

The shares subject to the Plan are Subordinate Voting Shares (the "**Subordinate Shares**") of the Corporation. The total number of Subordinate Shares that may be issued under the Plan shall not exceed 10% of the total issued and outstanding Subordinate Shares and multiple voting shares (the "Multiple Voting Shares" and collectively with the Subordinate Shares, the "Shares") of the Corporation from time to time. All of the Subordinate Shares covered by options that will have expired or that will have been cancelled or exercised shall become reserved Subordinate Shares for the purposes of options that may be subsequently granted under the terms of the Plan.

4. Grant of Options

4.1 The Board or the Committee shall from to time designate the directors, officers or employees of the Corporation or any of its Subsidiaries, or consultants, to whom options shall be granted (an "**Optionee**") and the number of Subordinate Shares covered by each of such options. However, no Optionee may hold options to purchase over five percent (5%) of the total number of Shares issued and outstanding from time to time. The granting of each option shall be evidenced by a letter from the Corporation addressed to the Optionee setting forth the number of Subordinate Shares covered by such option, the Subscription Price and the Option Period (as hereinafter defined).

4.2 The number of Subordinate Shares issuable to insiders of the Corporation under all security based compensation arrangements of the Corporation may not at any time exceed 10% of the issued and outstanding Shares of the Corporation. Furthermore, the number of Subordinate Shares issued to insiders of the Corporation under all security based compensation arrangements, within any one-year period, may not exceed 10% of all of the Corporation's issued and outstanding Shares.

5. Subscription Price

The subscription price for each Subordinate Share covered by an option shall be established by the Board or the Committee but such price shall not be lower than the highest of the closing prices of the Subordinate Shares on the stock exchanges where the Subordinate Shares are listed at the date of the granting of the option (the "**Subscription Price**").

6. Option Period

6.1 Subject to the provisions of Sections 6.2 and 6.4, each option shall be exercisable during a period established by the Board or the Committee (the "**Option Period**"); such period shall commence not earlier than the date of the granting of the option and shall terminate not later than ten (10) years after such date.

6.2 Subject to the provisions of Section 6.4 and notwithstanding the provisions of Section 6.1, an option shall not be exercisable by an Optionee from and after each and every one of the following dates (an "**Early Expiry Date**"), unless the Board or the Committee decides otherwise:

6.2.1 the date on which (i) the Optionee resigns or voluntarily leaves his/her employment with the Corporation or any of its Subsidiaries, as the case may be, or (ii) an Optionee's employment with the Corporation or any of its Subsidiaries, as the case may be, is terminated for cause, or (iii) in the case where the Optionee is a director of the Corporation or any of its Subsidiaries, as the case may be, but is not employed by one of the latter, the date on which such Optionee ceases to be a member of the relevant Board of Directors for any reason other than death, or (iv) in the case where the Optionee is a consultant, the date on which he/she terminates his/her contract as a consultant before its normal termination date or the date on which the Corporation terminates for cause such contract before its normal termination date;

6.2.2 six (6) months following the date on which (i) the Optionee's employment with the Corporation or any of its Subsidiaries, as the case may be, is terminated by reason of death or, (ii) in the case where the Optionee is a director of the Corporation or any of its Subsidiaries, as the case may be, but is not employed by any of the latter, such Optionee ceases to be a member of the relevant Board of Directors by reason of death, or (iii) in the case where the Optionee is a consultant, its contract as a consultant is terminated in accordance with its normal termination date or the date on which the Corporation terminates without cause such contract before its normal termination date;

6.2.3 thirty (30) days following the date on which the Optionee's employment with the Corporation or any of its Subsidiaries, as the case may be, is terminated for any cause or reason other than those mentioned in subsections 6.2.1 and 6.2.2, including, without limiting the scope of the foregoing, disability, illness, retirement or pre-retirement.

Subject to the provisions of Section 6.4, such rules shall not be interpreted in such a manner as to extend the Option Period beyond ten (10) years.

6.3 Subject to the provisions of Section 6.4, all rights conferred by an option not exercised at the termination of the Option Period or from and after any Early Expiry Date shall be forfeited.

6.4 With respect to Optionees that are subject to black out periods imposed by the Corporation's Code of Business Conduct and Ethics, in the event an Option Period terminates, or an Early Expiry Date occurs, within such a black out period or within ten (10) business day following the end of the black out period, such Option Period or Early Expiry Date, as the case may be, shall be extended as follows:

6.4.1 if the Option Period terminates, or the Early Expiry Date occurs, within such black out period, for a period of ten (10) business days (the "**Black Out Extension Period**") after the end of such black out period; or

6.4.2 if the Option Period terminates, or the Early Expiry Date occurs within ten (10) business days after the end of such black out period, for the Black Out Extension Period less the number of business days between the Option Period termination date or the Early Expiry Date, as applicable, and the end of the black out period.

7. Exercise of Options

7.1 Subject to the provisions of Article 6, an option may be exercised in whole, at any time, or in part, from time to time, during the Option Period, but in all cases in accordance with the exercise frequency established by the Board or the Committee and applicable at the time of the grant.

7.2 An option may be exercised by written notice to the general counsel or the secretary of the Corporation. Such notice shall set forth the number of Subordinate Shares subscribed and the address to which the certificate evidencing such Subordinate Shares is to be delivered. Such notice shall also be accompanied by a certified cheque made payable to the Corporation in the amount of the Subscription Price. The Corporation shall cause a certificate for the number of Subordinate Shares specified in the notice to be issued in the name of the Optionee and delivered to the address specified in the notice no later than ten (10) business days following the receipt of such notice and cheque.

8. No Assignment

No option or interest therein shall be assignable by the Optionee other than by will or the law of succession.

9. Not a Shareholder

An Optionee shall have no rights as a shareholder of the Corporation with respect to any Subordinate Shares covered by his/her option until he/she shall have become the holder of record of such Subordinate Shares.

10. Offer for Subordinate Shares of the Corporation

In the event that, at any time, an offer to purchase is made to all holders of Subordinate Shares, notice of such offer shall be given by the Corporation to each Optionee and all unexercised options will become exercisable immediately at the Subscription Price, but only to the extent necessary to enable an Optionee to tender his/her Subordinate Shares in response to the offer should the Optionee so desire.

11. Effects of Alteration of Capital Stock

In the event of any change in the number of outstanding Subordinate Shares of the Corporation by reason of any stock dividend, stock-split, recapitalization, merger, consolidation, combination or exchange of shares or other similar change, an equitable adjustment shall be made by the Board or the Committee in the maximum number or kind of shares issuable under the Plan or subject to outstanding options and in the Subscription Price of such shares. Such adjustment will be definitive and mandatory for the purposes of the Plan.

12. Amendment and Termination

12.1 The Board bears full responsibility with regard to the Plan, which includes, but not limited to, the power and authority to adopt, amend, suspend or terminate the Plan. Any such adoption, amendment, suspension or termination is subject to the rules set forth by the regulatory authorities.

12.2 Subject to the provisions of Section 12.3, shareholder approval is not required for amendments to the Plan or options.

12.3 Approval by a majority of the voting shareholders present (or represented by proxy) at a duly called shareholder meeting is required for the following amendments:

12.3.1 an increase of the total number (or percentage) of Subordinate Shares that may be issued under the Plan;

12.3.2 a reduction in the exercise price with respect to an option granted to an insider of the Corporation under the Plan; and

12.3.3 an extension to the term of an option granted to an insider of the Corporation under the Plan beyond its original expiry date.

12.4 No amendment of the Plan or options may contravene the requirements of any competent regulatory authority to which the Plan or the Corporation is now or may hereafter be subject to.

12.5 The shareholders' approval of an amendment may be given by way of confirmation at the next meeting of shareholders after the amendment is made, provided that no Subordinate Shares are issued pursuant to the amended terms until such meeting has been held.

13. Final Provisions

13.1 The Corporation's obligation to issue options granted or Subordinate Shares under the terms of the Plan is subject to all of the applicable laws, regulations or rules of any governmental agency or other competent authority in respect of the issuance or distribution of securities and to the rules of any stock exchange on which the Subordinate Shares of the Corporation are listed. Each Optionee shall agree to comply with such laws, regulations and rules and to provide to the Corporation any information or undertaking required to comply with such laws, regulations and rules.

13.2 The participation in the Plan of a director, an officer, an employee or a consultant of the Corporation or any of its Subsidiaries shall be entirely optional and shall not be interpreted as conferring upon a director, an officer, an employee or a consultant of the Corporation or any of its Subsidiaries any right or privilege whatsoever, except for the rights and privileges set out expressly in the Plan. Neither the Plan nor any act that is done under the terms of the Plan shall be interpreted as restricting the right of the Corporation or any of its Subsidiaries to terminate the employment or the consultant contract, as the case may be, of an officer, employee or consultant at any time. Any notice of dismissal to an officer or employee, or in the case of a consultant, any similar notice given at the time his/her employment or consultant contract, as the case may be, is terminated, or any payment in the place and stead of such notice, or any combination of the two, shall not have the effect of extending the duration of the employment or consultant contract, as the case may be, for purposes of the Plan.

13.3 No director, officer or employee of the Corporation or any of its Subsidiaries, or any consultant, Optionee or any other person acquires automatically the right to be granted one (1) or more options pursuant to the Plan as a result of previous grants pursuant thereto.

13.4 The Plan does not provide for any guarantee in respect of any loss or profit which may result from fluctuations in the price of the Subordinate Shares.

13.5 The Corporation and its Subsidiaries shall assume no responsibility as regards the tax consequences that participation in the Plan will have for a director, an officer or an employee of the Corporation or any of its Subsidiaries, or consultant, and such persons are urged to consult their own tax advisors in such regard.

13.6 The Plan and any option granted under the terms of the Plan shall be governed and interpreted according to the laws of the province of Quebec and the laws of Canada applicable thereto.

13.7 The Plan is dated as of July 7, 1999 and was amended on June 12, 2007 and April 10, 2013.

SCHEDULE 1
STOCK OPTION PLAN FOR DIRECTORS, OFFICERS, EMPLOYEES AND CONSULTANTS OF ADF GROUP INC.

SUBSCRIPTION FORM

____
(Date)

ADF Group Inc.
300 Henry-Bessemer
Terrebonne, Quebec
J6Y IT3

Attention of the General Counsel / Secretary

I, the undersigned, ____, hereby subscribe for ______________________________ (____________) Subordinate Voting Shares of ADF Group Inc. under the terms of the Stock Option Plan for directors, officers, employees and consultants of ADF Group Inc., out of the ______________________________________ (____________) Subordinate Voting Shares available for purchase by the undersigned, and I enclose herewith my certified cheque (or money order) made payable to the order of ADF Group Inc., in the amount of __________________________

______________ dollars ($_______________) in payment of the said subscription.

____
(Signature)

____
(Full Address)

____

____
(Telephone)