AMENDMENT NO. 2

TO

ORBIT GARANT DRILLING INC. STOCK OPTION PLAN

WHEREAS Orbit Garant Drilling Inc. ("**Orbit**") adopted a stock option plan on June 26, 2008 (the "**Option Plan**"), as amended on September 15, 2009;

AND WHEREAS the Board of Directors of Orbit may amend the Option Plan or any portion thereof in accordance with the Option Plan and applicable legislation and subject to shareholder approval with respect to certain matters;

AND WHEREAS Orbit is desirous of amending the Option Plan as hereinafter described;

NOW THEREFORE the Option Plan be and it is hereby amended as follows, subject to shareholder approval as required for items 1 and 2:

1. Article 3 of the Option Plan shall be deleted in its entirety and replaced with the following:

   3. <u>Shares Subject to the Plan</u>

   The shares subject to the Plan shall be Common Shares. The Common Shares for which Options are granted shall be authorized but unissued Common Shares. Subject to Section 4, the aggregate number of Common Shares that may be issued from treasury under the Plan or reserved for issuance upon the exercise of Options under the Plan shall be 10% of the issued and outstanding Common Shares in the capital of the Corporation from time to time, subject to increase or decrease by reason of amalgamation, rights offerings, reclassifications, consolidations or subdivisions, as provided in Section 13 hereof, or as may otherwise be permitted by applicable law and the TSX. To the extent any Options (i) are exercised, (ii) expire unexercised, or (iii) are cancelled, terminated or forfeited in any manner without the issuance of Common Shares pursuant thereto, such number of Common Shares shall again be available under the Plan.

2. Article 14 of the Option Plan shall be deleted in its entirety and replaced with the following:

   14. <u>Exercise Rights upon an Event of Termination</u>

   If an Event of Termination has occurred, any unvested Options, to the extent not available for exercise as of the date of the Event of Termination, shall forthwith and automatically be cancelled, terminated and not available for exercise without further consideration or payment to the Participant.

   Except as otherwise stated herein, upon the occurrence of an Event of Termination, the vested Options granted to the effected Participant or to a Trust established for the benefit of an Eligible Individual that are available for exercise may be exercised only before the earlier of:

(i) the termination of the Option; or

(ii) 90 days from the date of the Event of Termination, and one calendar year from the date of the Event of Termination if the Event of Termination is the death of the Eligible Individual.

Notwithstanding the foregoing, if a Participant resigns or is terminated for just cause, each Option held by the Participant, whether or not then exercisable, shall immediately be cancelled and may not be exercised by the Participant.

For the purposes of this Plan and all matters relating to the Options, the date of the Event of Termination shall be determined without regard to any applicable notice of termination, severance or termination pay, damages, or any claim thereto (whether express, implied, contractual, statutory, or at common law).

3. Article 21 of the Option Plan shall be deleted in its entirety and replaced with the following:

21. <u>Amendments to the Plan</u>

The Board may amend this Plan or any Option at any time without the consent of Participants provided that such amendment shall:

(a) not adversely alter or impair any Option previously granted except as permitted by the provisions of Section 13 hereof;

(b) be subject to any regulatory approvals including, where required, the approval of the TSX; and

(c) be subject to shareholder approval, where required, by law or the requirements of the TSX, provided that shareholder approval shall not be required for the following amendments and the Board may make any changes which may include but are not limited to:

(i) amendments of a "housekeeping nature";

(ii) a change to the vesting provisions of any Option;

(iii) a change to the termination provisions of any Option that does not entail an extension beyond the original expiration date (as such date may be extended by virtue of Section 10);

(iv) the introduction of a cashless exercise feature payable in securities, whether or not such feature provides for a full deduction of the number of underlying securities from the Plan reserve;

(v) the addition of a form of financial assistance and any amendment to a financial assistance provision which is adopted; and

(vi) a change to the Eligible Persons of the Plan.

Notwithstanding anything in the foregoing to the contrary, in accordance with the rules of the TSX, shareholder approval is required for:

(d) a reduction in the exercise price or an extension of the term of any Option granted to an Insider Participant of the issuer;

(e) any amendment to remove or to exceed the limits set out in section 4 hereof;

(f) an increase to the maximum number of securities issuable under section 3 hereof, either as a fixed number or a fixed percentage of the Common Shares; and

(g) amendments to this section 21.

4. Except as amended hereby, the Option Plan shall remain in full force and effect, unamended.

DATED the 8th day of November, 2012.

ORBIT GARANT DRILLING INC.

Per: *"Alain Laplante"*
Authorized Signatory

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