



AFFINOR RESOURCES INC.

NOTICE OF SPECIAL MEETING OF
SHAREHOLDERS TO BE HELD ON MAY 23, 2014

AND

INFORMATION CIRCULAR

April 24, 2014

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AFFINOR RESOURCES INC.
410 St-Nicolas, Suite 236
Montréal, Québec, H2Y-2P5

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

To the shareholders of Affinor Resources Inc.:

NOTICE IS HEREBY GIVEN THAT the special meeting of the shareholders (the “**Meeting**”) of Affinor Resources Inc. (the “**Corporation**”) will be held at the offices of Langlois Kronström Desjardins, L.L.P., located at 1002 Sherbrooke St. West, 28th Floor, Montreal, Province of Québec, Canada at 4:00 p.m., Eastern Standard Time on May 23, 2014 for the following purposes:

1. to consider and, if thought fit, approve a change of primary focus of the Corporation’s business from resource exploration to the agriculture, medical marijuana and industrial hemp industries;
2. to consider and, if thought fit, approve, by special resolutions, the adoption of a new form of articles, including the proposed name change to “Affinor Growers Inc. / Les producteurs Affinor inc.”;
3. to consider and, if thought fit, approve the Corporation’s new stock option plan dated April 9, 2014;
4. to consider and, if thought fit, approve the Corporation’s replacement of its minutes book and resulting corporate deficiencies; and
5. to transact such other business as may properly be brought before the Meeting.

Information relating to the matters to be dealt with at the Meeting is set forth in the Information Circular which accompanies this Notice of Meeting.

DATED this 24th day of April, 2014

BY ORDER OF THE BOARD OF DIRECTORS

(s) Sébastien Plouffe

Sébastien Plouffe
President, CEO and Chairman

IMPORTANT

Only holders of common shares of the Corporation of record at the close of business on April 21, 2014 are entitled to receive notice of the Meeting and only those holders of the common shares of the Corporation of record at the close of business on April 21, 2014, or who subsequently become shareholders and comply with the provisions of the *Canada Business Corporations Act*, are entitled to vote at the Meeting.

It is important that your common shares of the Corporation are represented at the Meeting. Shareholders may exercise rights by attending the Meeting or by completing a form of proxy. If you are unable to attend the Meeting in person, please complete, date and sign the enclosed form of proxy and return it in the envelope provided for that purpose. Proxies, to be valid, must be deposited at the office of the Registrar and Transfer Agent of the Corporation, Computershare Investor Services Inc., 100 University Avenue, 9th Floor, Proxy Dept., Toronto, Province of Ontario, M5J 2Y1, no later than 4:00 p.m., Eastern Daylight Time, on April 21, 2014. **Your common shares will be voted in accordance with your instructions as indicated on the form of proxy or, if no instructions are given on the form of proxy, the proxy holder will vote “FOR” each of the matters indicated in paragraphs 1 to 4 hereinabove.**

AFFINOR RESOURCES INC.
(the "Corporation")

INFORMATION CIRCULAR

(Containing information as at April 24, 2014 unless indicated otherwise)

PERSONS MAKING THE SOLICITATION

This information circular is furnished in connection with the solicitation of proxies by the management of the Corporation for use at the special meeting of shareholders to be held on May 23, 2014 (the "**Meeting**") and any adjournment thereof at the time and place and for the purposes set forth in the accompanying notice of Meeting. While it is expected that the solicitation will be primarily by mail, proxies may be solicited personally or by telephone by directors, officers and employees of the Corporation at nominal cost. All costs of solicitation by Management will be borne by the Corporation.

APPOINTMENT AND REVOCATION OF PROXIES

THE PERSONS NAMED IN THE ACCOMPANYING FORM OF PROXY ARE DIRECTORS OF THE CORPORATION. **A SHAREHOLDER DESIRING TO APPOINT SOME OTHER PERSON (WHO NEED NOT BE A SHAREHOLDER) TO REPRESENT HIM AT THE MEETING MAY DO SO, EITHER BY STRIKING OUT THE PRINTED NAMES AND INSERTING THE DESIRED PERSON'S NAME IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY OR BY COMPLETING ANOTHER PROPER FORM OF PROXY** AND IN EITHER CASE DELIVERING THE COMPLETED PROXY TO THE OFFICE OF COMPUTERSHARE INVESTOR SERVICES, 9TH FLOOR, 100 UNIVERSITY AVENUE, TORONTO, ONTARIO, M5J 2Y1, NOT LESS THAN FORTYEIGHT (48) HOURS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) BEFORE THE TIME OF THE MEETING OR ANY ADJOURNMENT THEREOF.

The instrument of proxy must be signed by the shareholder or by his or her attorney in writing, or, if the shareholder is a corporation, it must either be under its common seal or signed by a duly authorized officer.

A shareholder who has given a proxy may revoke it by an instrument in writing delivered to the said office of Computershare Investor Services at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, or to the chairman of the Meeting on the day of the Meeting or any adjournment of it, or in any manner provided by law. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

ADVICE TO BENEFICIAL SHAREHOLDERS

If common shares are registered under the name of a shareholder's broker or an agent of that broker (rather than in the name of the beneficial shareholder), then such shares can only be voted (for or against resolutions) upon the instructions of the beneficial shareholder. Beneficial shareholders should ensure that instructions respecting the voting of their common shares are communicated to management by completing and signing a voting information form and returning it to management. The voting instruction form supplied to beneficial shareholders is identical to the form of proxy provided to registered shareholders.

Beneficial shareholders who complete and return a voting instruction form must indicate thereon the person (usually a brokerage house) who holds their shares as a registered shareholder. However, its purpose is limited to instructing management how to vote as proxy holder of the registered holder. Management will execute the voting instructions as instructed by the beneficial shareholder to the extent that the management of the reporting issuer holds the corresponding proxy.

If a beneficial shareholder wants to attend the Meeting and vote in person, then the beneficial shareholder should write the beneficial shareholder's name in the place provided for that purpose in the voting instruction form. A beneficial shareholder can also write the name of someone else who he/she/it wishes to attend the meeting and vote on his/her/its behalf. Unless prohibited by law, the person whose name is written in the space provided will have full authority to attend and present matters to the Meeting and vote on all matters that are presented at the Meeting, even if those matters are not set out in the voting instruction form or in this information circular.

The Corporation is taking advantage of the provisions of National Instrument 54-101 "*Communication with Beneficial Owners of Securities of a Reporting Issuer*" that permit it to deliver proxy-related materials directly to its non-objecting beneficial owners ("NOBOs"). By choosing to send these materials to you directly, the Corporation (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in your request for voting instructions.

All references to shareholders in this information circular and the accompanying form of proxy and notice of Meeting are to shareholders of record unless specifically stated otherwise.

VOTING OF PROXIES

The securities represented by the proxy will be voted or withheld from voting in accordance with the instructions of the shareholder on any ballot that may be called for, and if the shareholder specifies a choice with respect to any matter to be acted upon, the securities shall be voted accordingly. The form of proxy confers authority upon the named proxyholder with respect to matters identified in the accompanying notice of Meeting.

On any poll, the persons named in the enclosed instrument of proxy will vote the shares in respect of which they are appointed. Where directions are given by the shareholder in respect of voting for or against any resolution, the proxyholder will do so in accordance with such direction.

IF A CHOICE WITH RESPECT TO SUCH MATTERS IS NOT SPECIFIED, IT IS INTENDED THAT THE PERSON DESIGNATED BY MANAGEMENT IN THE FORM OF PROXY WILL VOTE THE SECURITIES REPRESENTED BY THE PROXY IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY AND FOR THE NOMINEES OF MANAGEMENT FOR DIRECTORS AND AUDITOR.

AN ALTERNATE PROXYHOLDER HAS DISCRETION TO VOTE THE SHARES AS HE OR SHE CHOOSES.

The enclosed form of proxy when properly completed and delivered and not revoked confers discretionary authority upon the named proxyholder with respect to amendments to or variations in matters identified in the accompanying notice of Meeting and other matters which may properly come before the Meeting.

In order to approve a motion proposed at the Meeting, a majority of greater than 50% of the votes cast will be required (an "**Ordinary Resolution**") unless the motion requires a special resolution, in which case a majority of not less than 66 2/3% of the votes cast will be required. In the event a motion proposed at the Meeting requires disinterested shareholder approval, common shares held by shareholders of the Corporation who are also "insiders", as such term is defined under applicable securities laws, will be excluded from the count of votes cast on such motion.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as disclosed in this information circular, no person who is or has been a director or executive officer of the Corporation at any time since the beginning of the Corporation's last financial year, or any associate of affiliate of such person, or any person on behalf of whom this solicitation is made, has any material interest, direct or indirect, in any matter to be acted upon at the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Corporation has an authorized capital consisting of an unlimited number of common shares without par value. April 21, 2014 was fixed in advance by the directors as the record date (the "**Record Date**") for the purposes of determining those shareholders entitled to receive notice of, and to vote at, the Meeting. Only those shareholders who were shareholders of record by the Record Date and who either personally attend the Meeting or who have completed and delivered a form of proxy in the manner and subject to the provisions described herein will be entitled to vote or to have their shares voted at the Meeting. As of the date hereof and as at the Record Date, the Corporation had 58,188,898 common shares issued and outstanding, each such share carrying the right to one (1) vote at the Meeting.

The articles of the Corporation provide that quorum for the transaction of business at any meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least five per cent (5%) of the issued shares of the Corporation entitled to be voted at such meeting. Any persons entitled or required under the *Canadian Business Corporations Act* or the Corporation's articles to be present at the Meeting are entitled to

attend at any general meeting but no such person will be counted in the quorum or be entitled to vote at the Meeting unless he is a shareholder or proxyholder entitled to vote at the Meeting. Unless otherwise indicated, each resolution that will be placed before the Meeting will be an ordinary resolution requiring for its approval a simple majority of the votes cast in respect of the resolution.

To the knowledge of the directors and executive officers of the Corporation, the only persons or companies who beneficially own, directly or indirectly, or exercise control or direction over, voting securities carrying more than 10% of the voting rights attached to the voting securities of the Corporation are:

Shareholder Name ⁽¹⁾	Designation of Share	Number of Common Shares	Percentage of Class Held
Nick Brusatore ⁽²⁾	Common	13,700,000	23.54%

Notes:

- (1) The information as to the number of common shares beneficially owned or over which control is exercised, has been provided by each shareholder individually, as of April 24, 2014.
- (2) Of these shares, 3,700,000 are held indirectly by Vertical Designs Ltd., which Mr. Nick Brusatore controls.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

The Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any of the following persons in any matter to be acted upon at the Meeting:

- (a) each person who has been a director or executive officer of the Corporation at any time since the beginning of the Corporation's last financial year;
- (b) each proposed nominee for election as a director of the Corporation; and
- (c) each associate or affiliate of any of the foregoing.

MATTERS FOR CONSIDERATION AT THE MEETING

CHANGE OF BUSINESS

The Corporation is seeking shareholder approval to the change the primary focus of the Corporation's business from resource exploration to the provision of crypto-currency financial services. As disclosed in the Corporation's news release of March 25, 2014, the Corporation plans to diversify into the Agriculture, Medical Marijuana and Industrial Hemp industries. It is the intention of the Corporation to consolidate fragmented growers and work with dispensaries to obtain the new marijuana for medical purposes regulations license.

As disclosed in the Corporation's new release of April 14, 2014, the Corporation retained the service of Mr. Nick Brusatore pursuant to an agreement (the "**Agreement**"), whereby the Corporation issued 10,000,000 common shares to Mr. Brusatore to prepare and execute the business model and financial plan required for the full scale mass production of marijuana for medical purposes. Mr. Brusatore is also entitled to receive an additional 5,000,000 common shares at the time the Corporation is granted a license for production.

Shareholders will be asked to consider and, if thought fit, to pass the following resolutions:

"BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

- (1) the Corporation change the primary focus of its business from resource exploration to the agriculture, medical marijuana and industrial hemp industries;*
- (2) the execution of the Agreement be and is hereby ratified, approved and confirmed including the reserving for issuance under the Agreement of 5,000,000 common shares; and*
- (3) any director or officer be authorized and directed to execute such documents or instruments and do such further and other acts which may be reasonably necessary or advisable to give effect to the foregoing resolution.*

NEW FORM OF ARTICLES, INCLUDING NAME CHANGE

The Corporation is seeking shareholder approval to the adoption of a new form of articles enclosed as Schedule A hereto (the "**New Articles**") with a view to providing the Corporation with greater flexibility for future corporate activities. In view of the change of primary focus of the Corporation's business, the Corporation's New Articles provide for a change of the Corporation's name to "Affinor Growers Inc. / Les producteurs Affinor inc.", a name which more accurately reflects the Corporation's business.

The resolution approving the New Articles must be passed by not less than two-thirds of the votes cast by the shareholders present in person or by proxy at the Meeting.

Shareholders will be asked to consider and, if thought fit, to pass the following special resolutions:

"BE IT RESOLVED AS SPECIAL RESOLUTIONS OF THE CORPORATION THAT:

- (1) the existing articles of the Corporation be deleted and cancelled, and that the form of New Articles set out in the Schedule A hereto, be created and adopted as the Articles of the Corporation in substitution for the existing articles; all such alterations to the articles not to take effect until the notice of articles of the Corporation is altered to reflect such alterations to the articles;*
- (2) any director or officer be authorized and directed to execute such documents or instruments and do such further and other acts which may be reasonably necessary or advisable to give effect to the foregoing special resolutions; and*
- (3) the board of directors of the Corporation is hereby authorized, at any time in its sole discretion, to determine whether or not to proceed with this resolution without further approval, ratification or confirmation by the shareholders, as more particularly described in and subject to the restrictions described in the Corporation's information circular dated April 24, 2014."*

Management recommends that shareholders vote FOR the approval of these special resolutions. In order to pass a special resolution, at least two-thirds of the votes cast by holders of common shares, present in person or by proxy at the Meeting, must be voted in favour of the special resolutions.

A copy of the New Articles are available for viewing up to the date of the Meeting at the Corporation's office and at the Meeting.

STOCK OPTION PLAN

Management of the Corporation believes that incentive stock options serve an important function in furnishing directors, officers, employees and consultants (collectively the "**Eligible Parties**") of the Corporation an opportunity to invest in the Corporation in a simple and effective manner and better aligning the interests of the Eligible Parties with those of the Corporation and its shareholders through ownership of shares in the Corporation. Accordingly, at the Meeting the shareholders will be asked to consider, and the directors, believing it to be in the best interests of the Corporation, recommend that the shareholders approve, the Corporation's new stock option plan enclosed as Schedule B hereto (the "**Stock Option Plan**") and the allotment and reservation of sufficient common shares from treasury to provide the shares necessary for issuance upon the exercise from time to time of options granted pursuant to the Stock Option Plan.

The Stock Option Plan is in the form of a rolling stock option plan reserving for issuance upon the exercise of options granted pursuant to the Stock Option Plan a maximum of 10% of the issued and outstanding shares of the Corporation at any time, less any shares required to be reserved with respect to options granted by the Corporation prior to the implementation of the Stock Option Plan.

The Stock Option Plan will be administered by the board of directors of the Corporation, or a committee of three directors, if so appointed by the board (the "**Committee**"). Subject to the provisions of the Stock Option Plan, the Committee in its sole discretion will determine all options to be granted pursuant to the Stock Option Plan, the exercise price therefore and any special terms or vesting provisions applicable thereto. The Committee will comply with all regulatory requirements in granting options and otherwise administering the Stock Option Plan. A summary of some of the additional provisions of the Stock Option Plan follows:

- the number of securities reserved for issuance under options to acquire the securities granted to Eligible Parties (all capitalized terms as defined in the Stock Option Plan) shall not exceed 10% of the issued and outstanding shares of the Corporation calculated at the date the Option was granted;
- the number of securities reserved for issuance under options to acquire the securities granted to any one person shall not exceed 5% of the issued and outstanding shares of the Corporation calculated at the date the Option was granted;
- options granted to any one consultant to the Corporation as a total in any twelve-month period shall not exceed 2% of the issued and outstanding shares of the Corporation calculated at the date the Option was granted;
- unless permitted by applicable exchange policy, in any twelve-month period the total number of common shares (either issued directly or represented by grants in that period or represented by convertible securities issued in that period) provided as compensation to persons providing investor relations activities shall not exceed 1% of the issued common shares calculated at the date the option was granted and shall vest in stages over 12 months with no more than 1/4 of the options vesting in any three month period;
- options granted shall be non-assignable and not transferable and shall not have a term in excess of ten years;
- all options granted shall be evidenced by written option agreements; and
- any amendment to reduce the exercise price of options granted to related persons of the Corporation shall be subject to approval of the disinterested shareholders of the Corporation, the majority vote of the shareholders other than the related persons to whom options may be granted under the Stock Option Plan and their associates.

A copy of the Stock Option Plan will be available at the Meeting for review by shareholders, if requested.

Therefore, shareholders will be asked to approve the following resolution, by way of disinterested shareholder approval:

“BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

- (1) the Corporation’ stock option plan, dated April 9, 2014, be and is hereby ratified, approved and confirmed including the reserving for issuance under the stock option plan at any time of a maximum of 10% of the issued and outstanding shares of the Corporation, subject to any amendments that may be required by any applicable stock exchange or regulatory authority;*
- (2) the Corporation be authorized to abandon or terminate all or any part of the stock option plan if the board of the Corporation deems it appropriate and in the best interests of the Corporation to do so;*
- (3) the Corporation be and is hereby authorized to grant options pursuant and subject to the terms and conditions of the stock option plan; and*
- (4) any one or more of the directors and officers of the Corporation be authorized and directed to perform all such acts, deeds and things and execute, under the seal of the Corporation or otherwise, all such documents and other writings, including treasury orders, stock exchange and securities commissions forms, as may be required to give effect to the true intent of this resolution.”*

The directors of the Corporation believe the Stock Option Plan is in the Corporation's best interests and recommend that the shareholders approve the Stock Option Plan. It is the intention of the persons named in the enclosed instrument of proxy, if not expressly directed otherwise in such instrument of proxy, to vote such proxies FOR the ordinary resolution to approve the Stock Option Plan.

REPLACEMENT OF THE MINUTES BOOK

The Corporation’s corporate records book has been lost and the Corporation has decided not to reconstitute this lost book by recreating all the resolutions and replacing all the documents which were kept in the book since the incorporation of the Corporation because it is extremely difficult, in fact almost impossible to reconstitute. Therefore, the Corporation must adopt a new corporate records book to replace this lost book in order to provide a proper record

of the legal proceedings of the Corporation. This new Book shall attest and confirm as of the effective date of this resolution among other things, its contents, the address of the registered office of the Corporation, the allotment of the securities issued and any other pertinent subject relative to its legal proceedings. The Corporation also wishes to confirm its prior acts and decisions made in order to avoid litigation and/or contestation of the rights of the Corporation, its sole director and its shareholders.

Therefore, shareholders will be asked to approve the following resolution:

“BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

- (1) the general by-laws of the Corporation relating generally to the affairs of the Corporation, also known as By-law Number 1, as approved and adopted by the board of directors of the Corporation, be ratified;*
- (2) the general borrowing by-laws of the Corporation, also known as By-law Number 2 affairs, as approved and adopted by the board of directors of the Corporation, be ratified;*
- (3) the banking documents of the Corporation, as adopted by its board of directors, in the form proposed by the financial institution of the Corporation, be ratified;*
- (4) all acts, contracts, documents, written agreements, by-laws, resolutions, appointments or other decisions and things signed, passed, adopted, ordered, decreed, done, taken or transacted since the date of incorporation of the Corporation by the sole director or the officers of the Corporation or by any other person having acted as a director or officer of the Corporation or an agent of the Corporation even if such person was not duly authorized to act as a representative of the Corporation, even if there was no express authorization, are hereby approved, ratified, sanctioned and confirmed for any and all purposes.*

Management recommends that shareholders vote FOR the approval of these resolutions.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

The management of the Corporation is not aware of any material interest, direct or indirect, that any director, proposed director, officer, shareholder of the Corporation holding, directly or indirectly, as beneficial owner, more than 10% of the outstanding common shares of the Corporation or any associate or affiliate of any such person would have in any material transaction concluded since the beginning of the last financial year of the Corporation or in any proposed transaction which had or could have a material effect on the Corporation, other than what is disclosed in this Information Circular.

OTHER MATTERS

Management of the Corporation is not aware of any amendment regarding the matters on the agenda set forth in the Notice of Meeting nor of any other matters which may properly come before the Meeting other than those set forth in the Notice of Meeting.

ADDITIONAL INFORMATION

Copies of this Information Circular and the documents mentioned hereinabove are available on SEDAR (www.sedar.com).

Additional copies are also available by contacting the Corporation at its Montréal office:

410 St-Nicolas, Suite 236
Montréal, Québec, H2Y-2P5

The Corporation may request the payment of reasonable fees if the requesting party is not a shareholder of the Corporation.

APPROVAL OF INFORMATION CIRCULAR

The contents and the sending of the Information Circular have been approved by the Board of the Corporation.

Montréal, April 24, 2014

By order of the Board of Directors

(s) Sébastien Plouffe _____

Sébastien Plouffe, President, CEO and Chairman

SCHEDULE A
ARTICLES
OF AFFINOR RESOURCES INC.

**Loi canadienne sur les sociétés par actions (LCSA)
FORMULAIRE 4
CLAUSES MODIFICATRICES
(Articles 27 ou 177)**

1 - Dénomination sociale

RESSOURCES AFFINOR INC. / AFFINOR RESOURCES INC.

2 - Numéro de société

3 2 8 9 9 6 - 6

3 - Les statuts sont modifiés de la façon suivante : (Notez que plus d'une section peut être complétée)

A: La dénomination sociale est modifiée pour :

AFFINOR GROWERS INC. / LES PRODUCTEURS AFFINOR INC.

B: La province ou le territoire au Canada où est situé le siège social est modifié pour :

Pour compléter ce changement, un formulaire 3 - Changement d'adresse du siège social doit accompagner les clauses modificatrices.

C: Le nombre minimal et/ou maximal d'administrateurs est modifié pour : (Pour un nombre fixe, veuillez indiquer le même nombre dans les deux cases)

Nombre minimal

Nombre maximal

D: Autres changements : (c.-à-d., aux catégories d'actions, aux restrictions sur le transfert des actions, aux limites imposées aux activités commerciales ou à toutes autres dispositions que la LCSA autorise à insérer dans les statuts) **Veuillez spécifier.**

Section 2- The classes of shares that the corporation is authorized to issue as set forth in Schedule A attached to the Articles of Incorporation be repealed and replaced by the following:

The corporation is authorized to issue an unlimited number of common shares.

Pursuant to the Amendment, each issued common shares of the Corporation will be exchanged for new common shares on the basis of one common share for one new common share.

Section 8-Other provision be amended by the addition of :

APPOINTMENT OF DIRECTORS: The directors may appoint one or more directors, who shall hold office for a term expiring not later than the close of the next annual general meeting of shareholders, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual general meeting of shareholders.

4 - Déclaration

J'atteste que je suis un administrateur ou un dirigeant autorisé de la société.

Signature _____

Nom en lettres moulées _____

Numéro de téléphone _____

Nota : Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

SCHEDULE B

**STOCK OPTION PLAN
OF AFFINOR RESOURCES INC.**

AFFINOR RESOURCES INC.

STOCK OPTION PLAN

ADOPTED ON APRIL 9, 2014

ARTICLE 1
PURPOSE OF PLAN

The purpose of the Plan is to provide directors, officers and employees of the Corporation and its Subsidiaries and certain other persons engaged to provide ongoing services to the Corporation to participate, through share ownership, in the growth of the business of the Corporation and also to enhance the Corporation's ability to attract, retain and motivate key personnel and reward significant performance achievements.

ARTICLE 2
DEFINED TERMS

2.1 The following terms shall have the meanings set out below and grammatical variations of such terms shall have the corresponding meanings:

- (a) **“Board”** means the board of directors of the Corporation;
- (b) **“Business Day”** means any day, other than a Saturday or a Sunday, on which chartered banks located in Montréal, Quebec are open for business;
- (c) **“Consultant”** means a bona fide consultant of the Corporation;
- (d) **“Corporation”** means Affinor Resources Inc. and includes any successor corporation thereto;
- (e) **“Eligible Person”** means any director, officer or employee of the Corporation or any Subsidiary or any other person or entity engaged to provide ongoing services to the Corporation or any of its Subsidiaries who is designated by the Board as an Eligible Person and Consultants to the Corporation or its Subsidiaries, as defined by the relevant Exchange and, subject to compliance with the applicable requirements of the Exchange, the Personal Holding Companies of such persons, to whom an Option has been granted by the Board pursuant to the Plan and which Option or portion thereof remains unexercised;
- (f) **“Employee Optionee”** shall have the meaning attributed thereto in Section 7.1 hereof;
- (g) **“Exchange”** means the Canadian Securities Exchange or, if the Shares are not then listed and posted for trading on the Canadian Securities Exchange, then on any stock exchange in Canada on which such shares are listed and posted for

trading or any other regulatory body having jurisdiction as may be selected for such purpose by the Board;

- (h) **“Market Price”** means, at any date in respect of Shares, the fair market value of the Shares, as determined by the Board in its sole and absolute discretion;
- (i) **“Notice Date”** has the meaning given to that term in Section 7.1 hereof;
- (j) **“Option”** means an option to purchase Shares granted under the Plan;
- (k) **“Option Agreement”** means, with respect to any Option, the agreement entered into between the Corporation and the Optionee setting out the terms and conditions of such Option, which shall be substantially in the form of one of the agreements attached hereto as Schedule A;
- (l) **“Option Price”** means the price per share at which Shares may be purchased under any Option, as the same may be adjusted from time to time in accordance with Article 8;
- (m) **“Optionee”** means a person to whom an Option has been granted;
- (n) **“Personal Holding Company”** means a company of which 100% of the voting shares are beneficially owned, directly or indirectly, by a director, officer or employee of , or Consultant to, the Corporation or its Subsidiaries and such entity shall be bound by the Plan in the same manner as if the Options were held directly;
- (o) **“Plan”** means the Stock Option Plan of the Corporation, as embodied herein;
- (p) **“Shares”** means the common shares of the Corporation or, in the event of an adjustment contemplated by Article 9, such other shares or securities to which an Optionee may be entitled upon the exercise of an Option as a result of such adjustment;
- (q) **“Subsidiary”** means any body corporate which is a “subsidiary” (as such term is defined in the *Canada Business Corporations Act*, as the same may be amended from time to time) of the Corporation; and
- (r) **“Termination Date”** has the meaning attributed thereto in Section 7.1;

2.2 The following are the Schedules annexed hereto and incorporated by reference and deemed to be part of the Plan:

Schedule A - Forms of Option Agreement

ARTICLE 3
ADMINISTRATION OF THE PLAN

3.1 The Plan shall be administered by the Board.

3.2 The Board shall have the power, where consistent with the general purpose and intent of the Plan and subject to the specific provisions of the Plan, to do as follows:

- (a) establish policies and adopt rules and regulations for carrying out the purposes, provisions and administration of the Plan;
- (b) interpret and construe the Plan and determine all questions arising out of the Plan and any Option granted pursuant to the Plan, and any such interpretation, construction or termination made by the Board shall be final, binding and conclusive for all purposes;
- (c) designate Eligible Persons;
- (d) determine to which Eligible Persons Options are to be granted and to grant Options and, if required by the Exchange, shall represent and confirm that the Eligible Person is a bona fide employee, consultant or management company employee (as defined in the policies of the Exchange);
- (e) determine the number of Shares covered by each Option and to reserve such Shares for issuance;
- (f) subject to Article 5 herein, determine for each Option the Option Price for Shares that may be purchased pursuant to such Option;
- (g) subject to Article 5 herein, determine the time or times when Options will be granted and the terms upon which options will vest and be exercisable;
- (h) determine if the Shares which are subject to an Option will be subject to any restrictions upon the exercise of such Option; and
- (i) prescribe the form of the instruments relating to the grant, exercise and other terms of Options.

ARTICLE 4
OPTION PRICE

4.1 Subject to applicable Exchange approval, the Option Price shall be fixed by the Board at the time the Option is granted to a participant. In no event shall the price be less than the closing price per Share on the Exchange on the last trading day preceding the date of grant on which there was a closing price or, if the Shares are not listed on any stock exchange, a price determined by the Board; provided that, if the Board, in its sole discretion, determines that the closing price on the last trading day preceding the date of grant would not be representative of

the market price of the Shares, then the Board may base the price on the greater of the closing price and the weighted average price per share for the Shares for five (5) consecutive trading days ending on the last trading day preceding the date of grant on which there was a closing price on the Exchange. The weighted average price shall be determined by dividing the aggregate sale price of all Shares sold on the Exchange during the said five (5) days, by the total number of Shares so sold.

4.2 Once the Option Price has been determined by the Board, accepted by the Exchange and the Option has been granted, if the Optionee is an insider, the Option Price may only be reduced if disinterested shareholder approval is obtained; provided that such disinterested shareholder approval is then a requirement of the Exchange or other regulatory body having jurisdiction.

ARTICLE 5

SHARES SUBJECT TO PLAN

5.1 The aggregate number of Shares of the Corporation allocated and made available to be granted to Eligible Persons under the Plan shall not exceed 10% of the issued and outstanding Shares of the Corporation as at the date of grant (on a non-diluted basis). Any issuance of Shares from treasury pursuant to the exercise of Options shall automatically replenish the number of Shares available for Option grants under the Plan. Shares in respect of which Options are cancelled or not exercised prior to expiry, for any reason, shall be available for subsequent Option grants under the Plan. No fractional shares may be purchased or issued hereunder. Any grant of Options under the Plan shall be subject to the following restrictions:

- (a) the aggregate number of Shares reserved for issuance pursuant to Options granted to any one Optionee, other than a Consultant, in any 12 month period may not exceed 5% of the Corporation's total issued and outstanding Shares, unless disinterested shareholder approval is obtained;
- (b) the aggregate number of Shares issuable pursuant to Options granted to insiders pursuant to the Plan and other security based compensation arrangements may not exceed 10% of the Corporation's total issued and outstanding Shares, unless disinterested shareholder approval is obtained;
- (c) the aggregate number of Shares issued to insiders pursuant to the Plan and other security based compensation arrangements in any 12 month period may not exceed 10% of the Corporation's total issued and outstanding Shares, unless disinterested shareholder approval is obtained;
- (d) no more than 2% of the total issued and outstanding Shares at the time of grant may be granted to any one Consultant in any 12 month period;
- (e) no more than an aggregate of 2% of the total issued and outstanding Shares at the time of a grant may be granted to all persons engaged to conduct investor relations activities in any 12 month period; and

- (f) any Option granted to persons engaged in investor relation activities must vest over 12 months on a quarterly basis, and no acceleration of such Options may occur without prior Exchange acceptance.

ARTICLE 6
ELIGIBILITY, GRANT AND TERMS OF OPTIONS

6.1 Options may be granted to Eligible Persons.

6.2 In addition to any resale restriction under securities laws, an Option may be subject to a four (4) month Exchange hold period commencing on the date the Option is granted.

6.3 Options shall be granted by the Corporation only as approved by the Board.

6.4 Subject to the other terms and conditions of this Article 6, the Board shall determine the number of Shares subject to each Option, the Option Price, the expiration date of each Option, the extent to which each Option is exercisable from time to time during the term of the Option and other terms and conditions relating to each such Option. If no specific determination is made by the Board with respect to any of the following matters, each Option shall, subject to any other specific provisions of the Plan, contain the following terms and conditions:

- (a) the period during which an Option shall be exercisable shall be ten (10) years from the date of the Option Agreement relating to such Option; and
- (b) each Optionee understands and accepts as a term of any grant of an Option hereunder that although no conditions of vesting may attach or be imposed to the grant of an Option hereunder, if the Corporation completes a reverse-take-over or other form of “public” transaction with a publicly listed company, it may be a condition of any applicable stock exchange or other securities regulatory authority (such as the CSE, TSX or TSX-V) that such Options conform to the then in place rules of such stock exchange or securities regulatory authority in order to be valid Options. Each Optionee accordingly agrees to execute any documents necessary to conform such Optionee's Option to applicable stock exchange rules or other applicable securities regulatory authority rules.

6.5 No Options shall be granted to an Optionee unless the Optionee has entered into an agreement relating to that Option substantially in the form of one of the agreements attached hereto as Schedule A, or such other agreement that is acceptable to the Corporation.

6.6 An Option is personal to the Optionee and is non-assignable. No Option granted hereunder shall be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered or disposed of by the Optionee, whether voluntarily or by operation of law, otherwise than by testate succession or the laws of descent and distribution, and any attempt to do so will cause such Option to terminate and be null and void. During the lifetime of the Optionee, an Option shall be exercisable only by the Optionee and, upon the death of an

Optionee, the person to whom the rights shall have passed by testate succession or by the laws of descent and distribution may exercise any Option in accordance with the provisions of Article 7.

ARTICLE 7
TERMINATION OF EMPLOYMENT OR SERVICES

7.1 Subject to Section 7.2 and to any express resolution passed by the Board providing otherwise, all Options held by an employee of the Corporation or any Subsidiary (an “**Employee Optionee**”) shall expire and terminate immediately upon the earlier of (a) the day on which the Optionee ceases for any reason to be an Employee Optionee (the “**Termination Date**”) and (b) the day on which the Employee Optionee is given a notice of termination, notice of dismissal or other similar notice by the Corporation (the “**Notice Date**”).

7.2 If, before the expiry of an Option in accordance with the terms thereof, the employment of an Employee Optionee by the Corporation or by any Subsidiary shall terminate for any reason whatsoever other than termination by the Corporation for cause, but including termination by reason of the death of the Employee Optionee, the Options held by the former Employee Optionee may, subject to the terms thereof and the other terms of the Plan, be exercised as follows:

- (a) if the Employee Optionee is deceased, by the legal personal representative(s) of the estate of the Employee Optionee at any time during the 90-day period following the death of the Employee Optionee; or
- (b) if the Employee Optionee is alive, by the Employee Optionee at any time during the 90-day period following the earlier of (i) the Termination Date and (ii) the Notice Date.

7.3 Options shall not be affected by any change of employment of the Employee Optionee or by the Employee Optionee ceasing to be a director or officer where the Employee Optionee continues to be employed by the Corporation or any Subsidiary.

7.4 Subject to Section 7.5 and any express resolution passed by the Board providing otherwise, all Options held by a person that is not an Employee Optionee (a “**Non-Employee Optionee**”) shall expire and terminate immediately on the effective date of the termination of the provision of services to the Corporation by such Non-Employee Optionee.

7.5 If, before the expiry of an Option in accordance with the terms thereof, the provision of services by any Non-Employee Optionee terminates for any reason whatsoever other than termination by the Corporation in connection with any breach or default by the Non-Employee Optionee of the terms and conditions upon which the Non-Employee Optionee was providing services to the Corporation, but including the termination of the provision of services by reason of the death of the Non-Employee Optionee, the Options held by the Non-Employee Optionee may, subject to the terms thereof and the other terms of the Plan, be exercised as follows:

- (a) if the Non-Employee Optionee is deceased, by the legal personal representative(s) of the estate of the Non-Employee Optionee at any time during the 90-day period following the death of the Non-Employee Optionee; or
- (b) if the Non-Employee Optionee is alive, by the Non-Employee Optionee at any time during the 30-day period following the effective date of the termination of the provision of services to the Corporation by such Non-Employee Optionee.

7.6 Notwithstanding anything else contained in this Article 7, Options shall only be exercisable to the extent that (a) the Employee Optionee or Non-Employee Optionee was entitled to exercise such Option at (i) in the case of an Employee Optionee, the earlier of the Termination Date and the Notice Date and (ii) in the case of a Non-Employee Optionee, the effective date of the termination of the provision of services to the Corporation by such Non-Employee Optionee and (b) such Option has not otherwise expired in accordance with its terms.

ARTICLE 8

EXERCISE OF OPTIONS

8.1 Subject to the provisions of the Plan, an Option which has vested and become exercisable in accordance with its terms may be exercised from time to time by delivery to the Corporation at its registered office of a written notice of exercise addressed to the secretary of the Corporation specifying the number of Shares with respect to which the Option is being exercised and accompanied by payment in full of the Option Price of the Shares to be purchased. Certificates for such Shares shall be issued and delivered to the Optionee within a reasonable time following the receipt of such notice and payment.

8.2 Except as expressly provided herein or otherwise determined by the Board, no unvested Options may be exercised.

8.3 Notwithstanding anything else contained in the Plan or in any Option, the Corporation's obligation to issue Shares to an Optionee upon the exercise of an Option shall be subject to the following:

- (a) the completion of such registration or other qualification of such Shares and the receipt of any approvals of governmental or regulatory authorities that the Corporation may determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;
- (b) the receipt from the Optionee of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Corporation or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction; and
- (c) the Optionee having entered into (i) an agreement concerning the Option substantially in the form of the applicable agreement attached hereto as Schedule A, or such other similar agreement as may be acceptable to the Corporation.

In connection with the foregoing, the Corporation shall, to the extent necessary, take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for the issuance of such Shares in compliance with applicable securities laws and for the listing of such Shares on any stock exchange on which the Shares are then or may become listed.

ARTICLE 9 **CERTAIN ADJUSTMENTS**

Appropriate adjustments in the number of Shares subject to the Plan and, with respect to Options granted or to be granted, in the number of Shares optioned and the Option Price shall be made by the Board to give effect to adjustments in the number of Shares resulting from any subdivision, consolidation or reclassification of the Shares, the payment of any stock dividend by the Corporation (other than dividends in the ordinary course) or other relevant changes in the capital stock of the Corporation.

ARTICLE 10 **AMENDMENT OR DISCONTINUANCE OF PLAN; ACCELERATED VESTING**

10.1 The Board may amend or discontinue the Plan at any time without notice to the Optionees.

10.2 If the Corporation proposes to amalgamate, merge or consolidate with any other corporation or to liquidate, dissolve or wind-up, or in connection with any proposed sale or conveyance of all or substantially all of the property or assets of the Corporation or any proposed offer to acquire all of the outstanding Shares of the Corporation or any other proposed transaction involving the Corporation (in each case, a “**Liquidity Event**”), the Board may, in its sole and absolute discretion, determine in connection with any such Liquidity Event to permit the early exercise of all or any portion of the then outstanding Options. Whether or not the Board determines to accelerate the vesting of any Options, the Corporation shall give written notice of any proposed Liquidity Event to each Optionee. Upon the giving of any such notice, the Optionees shall be entitled to exercise, at any time within the 14-day period following the giving of such notice, all or a portion of those Options granted to such Optionees which are then vested and exercisable in accordance with their terms, as well as any Options which the Board has determined shall be immediately exercisable. Upon the expiration of such 14-day period, all rights of the Optionees to purchase the Shares underlying the Options or to exercise any Options shall terminate and all outstanding Options shall immediately expire and cease to have any further force or effect.

10.3 The approval of the Board and the requisite approval from the Exchange and the shareholders shall be required for any of the following amendments to be made to the Plan:

- (a) any increase to the fixed maximum percentage of Shares issuable under the Plan;
- (b) a reduction in the exercise price or purchase price of an Option (other than for standard anti-dilution purposes) held by or benefiting an insider;

- (c) an increase in the maximum number of Shares that may be issued to insiders within any one year period or that are issuable to insiders at any time;
- (d) an extension of the term of an Option held by or benefiting an insider;
- (e) any change to the definition of “Eligible Person” which would have the potential of broadening or increasing insider participation;
- (f) the addition of any form of financial assistance;
- (g) any amendment to a financial assistance provision which is more favourable to Eligible Persons;
- (h) the addition of a deferred or restricted share unit or any other provision which results in Eligible Persons receiving securities while no cash consideration is received by the Corporation; and
- (i) any other amendments that may lead to significant or unreasonable dilution in the Corporation’s outstanding securities or may provide additional benefits to Eligible Persons especially insiders, at the expense of the Corporation and its existing shareholders.

10.4 The Board may, without shareholder approval but subject to receipt of requisite approval as required by the Exchange, in its sole discretion make all other amendments to the Plan that are not the type contemplated in Section 10.3 above including, without limitation:

- (a) amendments of a housekeeping nature;
- (b) a change to the vesting provisions of an Option or the Plan; and
- (c) a change to the termination provisions of an Option or the Plan which does not entail an extension beyond the original expiry date.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 The holder of an Option shall not have any rights as a shareholder of the Corporation with respect to any of the Shares covered by such Option until such holder shall have exercised such Option in accordance with the terms of the Plan (including tendering payment in full of the Option Price of the Shares in respect of which the Option is being exercised) and the Corporation has issued the Shares to the Optionee.

11.2 Notwithstanding any other provisions of this Plan, the Corporation may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law or the funding of related amounts for which liability may arise under such applicable law (collectively, the “**Tax Obligations**”). Without limiting the generality of the foregoing, a participant who wishes to

exercise an option must, in addition to following the procedures set out in any stock option agreement and elsewhere in this Plan, and as a condition of exercise:

- (a) deliver a certified cheque, wire transfer or bank draft payable to the Corporation for the amount determined by the Corporation to be the appropriate amount on account of such Tax Obligations, or
- (b) otherwise ensure, in a manner acceptable to the Corporation (if at all) in its sole and unfettered discretion, that such amount will be made available to the Corporation on a secure and timely basis, and must in all other respects follow any related procedures and conditions imposed by the Corporation, failing which the Corporation shall not be obliged to honour the purported option exercise or issue certificates for Shares.
- (c) Without limiting the generality of the foregoing or limiting the Corporation's discretion under this Section 10.2, the Corporation may, at its option:
 - (i) accept the exercise of the options and withhold all or any number of Shares issued upon exercise of the options and deliver such number of Shares as it may determine to a broker or other selling agent for purposes of sale, or otherwise sell or transfer such Shares. In implementing any such sale or transfer, neither the Corporation nor any broker or selling agent shall be obligated to seek or obtain a minimum price or be liable for any loss arising out of any sale or transfer of such Shares (relating to the manner or timing of such sale or transfer, the terms or prices at which such Shares are sold or transferred, or otherwise). Any net proceeds derived therefrom shall in the first instance serve to satisfy the Tax Obligations and all related fees, interest or other obligations in respect thereof, and shall be available or made available to the Corporation for the purpose of satisfying the foregoing. Any shortfall in such net proceeds as required to satisfy such Tax Obligations and other amounts shall be to the account of the participant and (without limiting the Corporation's remedies available under law) may be recovered by the Corporation from the participant by way of set-off against any other amount or property then or thereafter owing by the Corporation to the participant in any capacity (whether salary or other remuneration, Shares or remaining Shares issued on exercise of options then otherwise to be issued, or in any other manner). Any net proceeds derived from a sale or other transfer of such Shares in excess of the amount determined by the Corporation to be the amount required to satisfy the Tax Obligations and related fees, interest or other obligations shall, together with any remaining Shares not so sold or transferred, also be for the account of the participant; or
 - (ii) (accept the exercise of the options if and provided that the participant and the Corporation have agreed to procedures, acceptable to the Corporation in its sole discretion, whereby a sale of Shares sufficient to satisfy the Tax

Obligations and related amounts (as determined by the Corporation in its sole discretion) has been coordinated through a broker or sales agent (including such broker or sales agent acting for the participant) on a basis that: (i) obliges such broker or sales agent to retain and provide such amounts to the Corporation on a timely basis, and (ii) does not oblige the Corporation to issue such optioned Shares except against payment and delivery of such amounts (and the amount of the option exercise price if not separately paid under Section 10.2(a))

11.3 Nothing in the Plan or any Option shall confer upon any Employee Optionee any right to continue in the employ of the Corporation or any Subsidiary or affect in any way the right of the Corporation or any Subsidiary to terminate his or her employment at any time. In addition, nothing in the Plan or any Option shall be deemed to be or construed as an agreement, or an expression of intent, on the part of the Corporation or any Subsidiary to extend the employment of any Employee Optionee beyond the time which he or she would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or any Subsidiary or any present or future retirement policy of the Corporation or any Subsidiary, or beyond the time at which he or she would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or any Subsidiary.

11.4 Nothing in the Plan or any Option shall confer on any Non-Employee Optionee any right to continue to provide services to the Corporation or any Subsidiary or affect in any way the right of the Corporation or any Subsidiary to terminate at any time any agreement or contract with such Non-Employee Optionee. In addition, nothing in the Plan or any Option shall be deemed to be or construed as an agreement, or an expression of intent, on the part of the Corporation or any Subsidiary to extend the time for the provision of services beyond the time specified in the contract with the Corporation or such Subsidiary.

11.5 Upon the exercise of an Option, the Optionee shall make arrangements satisfactory to the Corporation regarding payment of any federal, provincial or local taxes of any kind required by law to be withheld with respect to the exercise of the Option. In addition, the Corporation shall, to the extent permitted by law, have the right to deduct from any payment of any kind due to the Optionee any federal, provincial or local taxes of any kind required by law to be withheld with respect to the exercise of the Option.

11.6 The Plan and the exercise of the Options granted under the Plan shall be subject to the condition that if at any time the Corporation shall determine in its sole discretion that it is necessary or desirable to comply with any legal requirements or the requirements of any stock exchange or other regulatory authority or to obtain any approval or consent from any such stock exchange or other regulatory authority as a condition of, or in connection with, the Plan or the exercise of the Options granted under the Plan or the issue of Shares as a result thereof, then in any such event any Options granted prior to such approval and acceptance shall be conditional upon such compliance having been effected or such approval or consent having been given and no such Options may be exercised unless and until such compliance is effected or until such approval or consent is given on conditions satisfactory to the Corporation in its sole discretion.

11.7 The Plan and all Option Agreements entered into pursuant to the Plan shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

SCHEDULE A

PART I - FORM OF OPTION AGREEMENT FOR EMPLOYEES

THIS OPTION AGREEMENT is made as of the _____ day of _____,
_____.

B E T W E E N :

AFFINOR RESOURCES INC.,

a corporation existing under the laws of Canada,

(hereinafter referred to as the "Corporation"),

- and -

[NAME OF OPTIONHOLDER],

a resident of the _____ of _____ ,

(hereinafter referred to as the "Optionee"),

THIS AGREEMENT WITNESSES that in consideration of the sum of one dollar (Cdn.\$1) paid by the Optionee to the Corporation and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), it is agreed by and between the parties as follows:

1. The Corporation grants to the Optionee an option (the "Option") to purchase ● common shares of the Corporation ("Common Shares") at the price of \$● per share (the "Option Price"). The Option is granted pursuant to the stock option plan of the Corporation (as the same may be amended, supplemented or replaced from time to time, the "Plan").
2. Subject to any earlier termination of the Option in accordance with the Plan or the other terms and conditions of this Agreement, on the close of business on the fifth (5th) anniversary of the date of this agreement (the "Expiry Date"), all rights of the Optionee to purchase the Common Shares underlying the Option or to exercise the Option shall terminate and the Option shall immediately expire and cease to have any further force or effect.
3. The Optionee shall exercise the Option by the delivery to the Secretary of the Corporation of a notice in writing of the proposed exercise of the Option, together with a certified cheque or bank draft payable to the Corporation in the amount of the aggregate Option Price for the Common Shares to be issued to the Optionee in connection with the exercise of the Option. The Corporation shall take such steps as are necessary in order to

issue such Common Shares within ten business days of the receipt of such notice and the required payment.

4. The Optionee is not obligated to exercise any or all of this Option.
5. Subject to Sections 6 and 7, all rights of the Optionee to exercise the Option and purchase the Common Shares underlying the Option shall terminate and the outstanding Option shall immediately expire and cease to have any further force or effect if the Optionee ceases to be employed by the Corporation or by any Subsidiary for any reason, including as a result of the death of the Optionee.
6. Notwithstanding Section 6, if the Optionee ceases to be employed by the Corporation or any Subsidiary for any reason other than death or termination by the Corporation or any Subsidiary for cause, the Optionee shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) thirty days after the effective date of the termination of the Optionee's employment and (ii) the Expiry Date.
7. Notwithstanding Section 6, if the Optionee ceases to be employed by the Corporation as a result of the death of the Optionee, the Optionee's legal representative shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) 90 days after the death of the Optionee and (ii) the Expiry Date.
8. The Optionee agrees that it shall be a condition precedent to the exercise of this Option that the Optionee execute and deliver to the Corporation such agreements or instruments as the Corporation may require.
9. Time shall be of the essence in this Agreement.
10. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Corporation and the heirs, executors, personal legal representatives and permitted assigns of the Optionee.
11. The Optionee may not assign, pledge or encumber his or her interest in this Agreement without the prior written consent of the Corporation.
12. The Optionee acknowledges receipt of a copy of the Plan. The Optionee further acknowledges and agrees that, except with respect to the terms upon which the Option becomes vested and exercisable (as to which terms this Agreement shall govern and be paramount), that (i) the Plan may, with or without notice to the Optionee, be amended, supplemented or replaced from time to time and (ii) this Agreement and the Option shall be subject to and governed by the terms and conditions of the Plan, as so amended, supplemented or replaced.
13. Except as specifically set out in this Agreement, in the event of any conflict or inconsistency as between the terms and conditions of this Agreement and those of the Plan, the terms and conditions of the Plan shall govern and be paramount.

14. Capitalized terms used and not defined herein shall have the meanings given to them in the Plan.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

AFFINOR RESOURCES INC.

by

Name:

Title:

Witness

Name of Optionee:

PART II - FORM OF OPTION AGREEMENT FOR NON-EMPLOYEE OFFICERS & DIRECTORS

THIS OPTION AGREEMENT is made as of the _____ day of _____,
_____.

B E T W E E N :

AFFINOR RESOURCES INC.,

a corporation existing under the laws of the
Province of Ontario,

(hereinafter referred to as the "Corporation"),

- and -

[NAME OF OPTIONHOLDER],

a resident of the _____ of _____ ,

(hereinafter referred to as the "Optionee"),

THIS AGREEMENT WITNESSES that in consideration of the sum of one dollar (Cdn.\$1) paid by the Optionee to the Corporation and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), it is agreed by and between the parties as follows:

1. The Corporation grants to the Optionee an option (the "Option") to purchase ● common shares of the Corporation ("Common Shares") at the price of \$● per share (the "Option Price"). The Option is granted pursuant to the stock option plan of the Corporation (as the same may be amended, supplemented or replaced from time to time, the "Plan").
2. Subject to any earlier termination of the Option in accordance with the Plan or the other terms and conditions of this Agreement, on the close of business on the fifth (5th) anniversary of the date of this agreement (the "Expiry Date"), all rights of the Optionee to purchase the Common Shares underlying the Option or to exercise the Option shall terminate and the Option shall immediately expire and cease to have any further force or effect.
3. The Optionee shall exercise the Option by the delivery to the Secretary of the Corporation of a notice in writing of the proposed exercise of the Option, together with a certified cheque or bank draft payable to the Corporation in the amount of the aggregate Option Price for the Common Shares to be issued to the Optionee in connection with the exercise of the Option. The Corporation shall take such steps as are necessary in order to

issue such Common Shares within ten business days of the receipt of such notice and the required payment.

4. The Optionee is not obligated to exercise any or all of this Option.
5. Subject to Sections 7 and 8, all rights of the Optionee to exercise the Option and purchase the Common Shares underlying the Option shall terminate and the outstanding Option shall immediately expire and cease to have any further force or effect if the Optionee ceases to hold office as a director of the Corporation or any Subsidiary for any reason, including as a result of the death of the Optionee.
6. Notwithstanding Section 6, if the Optionee ceases to hold office as a director of the Corporation or any Subsidiary for any reason other than death, the Optionee shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) thirty days after the last day on which the Optionee held office as a director or officer of the Corporation or any Subsidiary and (ii) the Expiry Date.
7. Notwithstanding Section 6, if the Optionee ceases to hold office as a director of the Corporation as a result of the death of the Optionee, the Optionee's legal representative shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) 90 days after the death of the Optionee and (ii) the Expiry Date.
8. The Optionee agrees that it shall be a condition precedent to the exercise of this Option that the Optionee execute and deliver to the Corporation such agreements or instruments as the Corporation may require.
9. Time shall be of the essence in this Agreement.
10. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Corporation and the heirs, executors, personal legal representatives and permitted assigns of the Optionee.
11. The Optionee may not assign, pledge or encumber his or her interest in this Agreement without the prior written consent of the Corporation.
12. The Optionee acknowledges receipt of a copy of the Plan. The Optionee further acknowledges and agrees that, except with respect to the terms upon which the Option becomes vested and exercisable (as to which terms this Agreement shall govern and be paramount), that (i) the Plan may, with or without notice to the Optionee, be amended, supplemented or replaced from time to time and (ii) this Agreement and the Option shall be subject to and governed by the terms and conditions of the Plan, as so amended, supplemented or replaced.
13. Except as specifically set out in this Agreement, in the event of any conflict or inconsistency as between the terms and conditions of this Agreement and those of the Plan, the terms and conditions of the Plan shall govern and be paramount.

14. Capitalized terms used and not defined herein shall have the meanings given to them in the Plan.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

AFFINOR RESOURCES INC.

by

Name:

Title:

Witness

Name of Optionee:

PART III - FORM OF OPTION AGREEMENT FOR SERVICE PROVIDERS

THIS OPTION AGREEMENT is made as of the _____ day of _____,
_____,

B E T W E E N :

AFFINOR RESOURCES INC.,

a corporation existing under the laws of the
Province of Ontario,

(hereinafter referred to as the “Corporation”),

- and -

[NAME OF OPTIONHOLDER],

a resident of the _____ of _____ ,

(hereinafter referred to as the “Optionee”),

THIS AGREEMENT WITNESSES that in consideration of the sum of one dollar (Cdn.\$1) paid by the Optionee to the Corporation and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), it is agreed by and between the parties as follows:

1. The Corporation grants to the Optionee an option (the “Option”) to purchase ● common shares of the Corporation (“Common Shares”) at the price of \$● per share (the “Option Price”). The Option is granted pursuant to the stock option plan of the Corporation (as the same may be amended, supplemented or replaced from time to time, the “Plan”).
2. Subject to any earlier termination of the Option in accordance with the Plan or the other terms and conditions of this Agreement, on the close of business on the fifth (5th) anniversary of the date of this agreement (the “Expiry Date”), all rights of the Optionee to purchase the Common Shares underlying the Option or to exercise the Option shall terminate and the Option shall immediately expire and cease to have any further force or effect.
3. The Optionee shall exercise the Option by the delivery to the Secretary of the Corporation of a notice in writing of the proposed exercise of the Option, together with a certified cheque or bank draft payable to the Corporation in the amount of the aggregate Option Price for the Common Shares to be issued to the Optionee in connection with the

exercise of the Option. The Corporation shall take such steps as are necessary in order to issue such Common Shares within ten business days of the receipt of such notice and the required payment.

4. The Optionee is not obligated to exercise any or all of this Option.
5. Subject to Sections 7 and 8, all rights of the Optionee to exercise the Option and purchase the Common Shares underlying the Option shall terminate and the Option shall expire and terminate immediately on the effective date of the termination of the provision of services to the Corporation by the Optionee, including as a result of the death of the Optionee.
6. Notwithstanding Section 6, if the Optionee ceases to provide services to the Corporation for any reason other than death or termination by the Corporation in connection with any breach or default by the Optionee of the terms and conditions upon which the Optionee was providing services to the Corporation, the Optionee shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) thirty days after the effective date of the termination of the provision of services to the Corporation by the Optionee and (ii) the Expiry Date.
7. Notwithstanding Section 6, if the Optionee ceases to provide services to the Corporation as a result of the death of the Optionee, the Optionee's legal representative shall be entitled to exercise this Option at any time during the period ending on the earlier of (i) 90 days after the death of the Optionee and (ii) the Expiry Date.
8. The Optionee agrees that it shall be a condition precedent to the exercise of this Option that the Optionee execute and deliver to the Corporation such agreements or instruments as the Corporation may require.
9. Time shall be of the essence in this Agreement.
10. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Corporation and the heirs, executors, personal legal representatives and permitted assigns of the Optionee.
11. The Optionee may not assign, pledge or encumber his or her interest in this Agreement without the prior written consent of the Corporation.
12. The Optionee acknowledges receipt of a copy of the Plan. The Optionee further acknowledges and agrees that, except with respect to the terms upon which the Option becomes vested and exercisable (as to which terms this Agreement shall govern and be paramount), that (i) the Plan may, with or without notice to the Optionee, be amended, supplemented or replaced from time to time and (ii) this Agreement and the Option shall be subject to and governed by the terms and conditions of the Plan, as so amended, supplemented or replaced.

13. Except as specifically set out in this Agreement, in the event of any conflict or inconsistency as between the terms and conditions of this Agreement and those of the Plan, the terms and conditions of the Plan shall govern and be paramount.
14. Capitalized terms used and not defined herein shall have the meanings given to them in the Plan.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

AFFINOR RESOURCES INC.

by

Name:

Title:

Witness

Name of Optionee: