

## STOCK OPTION AGREEMENT

THIS AGREEMENT is made as of the \_\_\_30th\_\_\_ day of \_\_\_June\_\_\_, 2011.

**BETWEEN:**

SIGNAL EXPLORATION INC., of 1021 Kilmer Road, North Vancouver, BC, V7K 1P9

(the "Company")

**OF THE FIRST PART**

**AND:**

BARRY HARTLEY, 1021 Kilmer Road, North Vancouver, BC, V7K 1P9

(the "Optionee")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Optionee is a **Director and Officer** of the Company;
- B. The Company wishes to grant the Optionee an option to purchase common shares in the capital of the Company;
- C. The Company's shares are listed and posted for trading on the TSX Venture Exchange;

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the sum of \$1.00 given by the Optionee to the Company (the receipt of which is hereby acknowledged by the Company) the parties hereto agree as follows:

1. The Company hereby grants the Optionee as an incentive and not in lieu of salary or any other compensation for services, an option to purchase a total of 300,000 common shares in its capital (the "Option") at a price of \$0.10 per share, exercisable on or before the date which is five (5) years following the date on which the Company's common shares are listed and posted for trading on the Exchange (the "Expiry Date").
2. In order to exercise the Option, the Optionee shall, before 5:00 p.m. on the Expiry Date, give notice to the Company of the Optionee's intention to exercise the Option in whole or in part, such notice to be accompanied by cash, bank draft, money order or certified cheque, payable to the Company, in the appropriate amount.
3. If the Optionee:

- (a) dies prior to the expiration of the Option, the Optionee's legal representatives may, within one year from the Optionee's death and prior to the expiry of the Option, exercise that portion of the Option which remains outstanding after which time the Option shall terminate; or
- (b) ceases to be a Consultant of the Company or its wholly-owned subsidiary for any reason other than the Optionee's death, the Option shall terminate 90 days after the optionee's last active working day.

4. If the issued and outstanding common shares in the capital of the Company are at any time changed by subdivision, consolidation, re-division, reduction in capital, reclassification or recapitalization (such changes are herein called collectively "Capital Alterations"), not including any issuance of additional shares for consideration, the Option shall be adjusted as follows:

- (a) the number and class of shares in respect of which the Option is granted shall be adjusted in such a manner as to parallel the change created by the Capital Alterations in the class and total number of the issued and outstanding common shares; and
- (b) the exercise price of each share in respect of which the Option shall operate shall be increased or decreased proportionately, as the case may require, so that upon exercising the Option the same proportionate shareholdings at the same aggregate purchase price shall be acquired after such Capital Alterations as would have been acquired before the Capital Alterations.

5. The Option granted is personal to the Optionee and may not be assigned or transferred in whole or in part.

6. This Agreement constitutes and expresses the whole agreement of the parties with reference to the subject matter herein, all promises, representations and understandings relative thereto being merged herein. Notwithstanding the foregoing, it is acknowledged and agreed that the Option herein is in addition to, and not in substitution for, any Optionee's previously granted and yet unexercised stock options.

7. Any reduction in the exercise price of the Option shall be subject to the approval of the disinterested shareholders of the Company if the Optionee is an insider of the Company, as that term is defined in the policies of the TSX Venture Exchange, at the time of the proposed amendment. For the purposes of this paragraph, such approval of the shareholders may be granted in advance of such amendment, by way of blanket or omnibus resolution authorizing the Company's Board of Directors to amend options.

8. This Agreement shall be construed and enforced in application with the laws of British Columbia and the federal laws of Canada applicable herein. The parties agree to attorn to the exclusive jurisdiction of the courts of British Columbia.

9. This Agreement shall be subject to the approval of all securities regulatory authorities having jurisdiction, if applicable.

10. This Option and this Agreement shall be governed under the terms of the Company's stock option plan, and in the event any inconsistencies between this Agreement and the stock option plan, the terms of the stock option shall prevail.

11. This Agreement may be executed in several parts and such parts shall together form one original agreement and may be signed by facsimile.

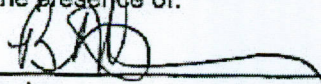
12. Time is of the essence of this Agreement.

13. In addition any resale restriction under applicable securities laws, all certificates representing shares issued on exercise of the Option will be legended as follows in accordance with the policies of the TSX Venture Exchange:

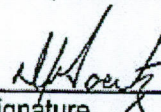
"Without prior written approval of the TSX Venture Exchange and the compliance with all applicable securities legislation, these securities and all underlying securities may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until <the date that is four(4) months and one (1) day after the closing date>."

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

THE COMMON SEAL OF SIGNAL EXPLORATION INC. )  
CORP. was hereunto affixed )  
in the presence of: )

  
\_\_\_\_\_  
Director )

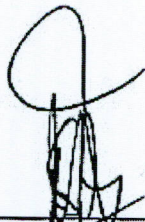
SIGNED, SEALED AND DELIVERED )  
By BARRY HARTLEY )  
in the presence of: )

  
\_\_\_\_\_  
Signature )

DAVID GOERTZ  
\_\_\_\_\_  
Name )

\*1701-1228 U. HASTINGS ST.  
\_\_\_\_\_  
Address )

VANCOUVER, BC V6K 4S6  
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BARRY HARTLEY