

**SCORPION RESOURCES INC.**

**INCENTIVE STOCK OPTION PLAN**

**Date: February 27, 2012**

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**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

**1.1 Defined Terms**

For the purposes of this Plan, the following terms shall have the following meanings:

- (a) "**Affiliate**" has the meaning ascribed thereto by the Exchange;
- (b) "**Associate**" has the meaning ascribed thereto by the Exchange;
- (c) "**Board**" means the board of Directors of the Company or, as applicable, a committee consisting of not less than 3 Directors of the Company duly appointed to administer this Plan;
- (d) "**Common Shares**" means the common shares in the capital of the Company;
- (e) "**Completion of the Qualifying Transaction**" has the meaning given in Exchange Policy 2.4 – Capital Pool Company of the Exchange's Corporate Finance Manual;
- (f) "**Consultant**" means an individual who:
  - (i) provides ongoing consulting, technical, management or other services to the Company or an Affiliate under a written contract with the Company or the Affiliate,
  - (ii) possesses technical, business or management expertise of value to the Company or an Affiliate,
  - (iii) in the opinion of the Company, spends or will spend a reasonable amount of time and attention on the business and affairs of the Company or an Affiliate, and
  - (iv) has a relationship with the Company or an Affiliate that enables the Consultant to be knowledgeable about the business and affairs of the Company or the Affiliate,and includes a company of which a Consultant is an employee or shareholder and a partnership of which a Consultant is an employee or partner;
- (g) "**Consultant Company**" means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;
- (h) "**Company**" means Scorpion Resources Inc. and its successor entities;
- (i) "**Director**" means a director of the Company or of an Affiliate;
- (j) "**Disinterested Shareholder Approval**" has the meaning ascribed thereto by the Exchange in Policy 4.4 – Incentive Stock Options of the Exchange's Corporate Finance Manual;
- (k) "**Distribution**" has the meaning ascribed thereto by the Exchange;
- (l) "**Eligible Person**" means a Director, Officer, Employee or Consultant, and includes an issuer all the voting securities of which are owned by Eligible Persons;
- (m) "**Employee**" means an individual who:

- (i) is considered an employee of the Company or an Affiliate under the *Income Tax Act*, i.e. for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source,
  - (ii) works full-time for the Company or an Affiliate providing services normally provided by an employee and who is subject to the same control and direction by the Company or the Affiliate over the details and method of work as an employee of the Company or the Affiliate, but for whom income tax deductions are not made at source, or
  - (iii) works for the Company or an Affiliate on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or the Affiliate over the details and method of work as an employee of the Company or the Affiliate, but for whom income tax deductions are not made at source;
- (n) "**Exchange**" means the TSX Venture Exchange and any successor entity;
- (o) "**Expiry Date**" means the last day of the term for an Option, as set by the Board at the time of grant in accordance with Section 5.2 and, if applicable, as amended from time to time;
- (p) "**Governmental Authorities**" means governments, regulatory authorities, governmental departments, agencies, commission, bureaus, officials, ministers, Crown Companies, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities:
- (i) Having or purporting to have jurisdiction on behalf of any nation, province, territory or state or another geographic or political subdivision of any of them; or
  - (ii) Exercising or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;
- (q) "**Insider**" has the meaning ascribed thereto by the Exchange;
- (r) "**Investor Relations Activities**" has the meaning ascribed thereto by the Exchange;
- (s) "**Laws**" means currently existing applicable statutes, by-laws, rules, regulations, orders, ordinances or judgements, in each case of any Governmental Authority having the force of the law;
- (t) "**IPO**" means the Company's initial public offering of its Common Shares to the public in the Provinces of British Columbia and Alberta;
- (u) "**IPO Share Price**" means the price of the Common Shares offered to the public pursuant to the IPO;
- (v) "**Management Company Employee**" means an individual who is employed by a Person providing management services to the Company or an Affiliate which are required for the ongoing successful operation of the business enterprise of the Company or the Affiliate, but excluding a Person providing Investor Relations Activities;

- (w) "**Officer**" means an officer of the Company or of an Affiliate, and includes a Management Company Employee;
- (x) "**Option**" means an option to purchase Common Shares pursuant to this Plan;
- (y) "**Other Share Compensation Arrangement**" means, other than this Plan and any Options, any stock option plan, stock options, employee stock purchase plan or other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares, including but not limited to a purchase of Common Shares from treasury which is financially assisted by the Company by way of loan, guarantee or otherwise;
- (z) "**Participant**" means an Eligible Person who has been granted an Option;
- (aa) "**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;
- (bb) "**Plan**" means this Stock Option Plan; and
- (cc) "**Resulting Issuer**" has the meaning given in Exchange Policy 2.4.
- (dd) "**Termination Date**" means the date on which a Participant ceases to be an Eligible Person.

## 1.2 **Interpretation**

- (a) References to the outstanding Common Shares at any point in time shall be computed on a non-diluted basis.

## **ARTICLE 2 ESTABLISHMENT OF PLAN**

### 2.1 **Purpose**

The purpose of this Plan is to advance the interests of the Company, through the grant of Options, by:

- (a) providing an incentive mechanism to foster the interest of Eligible Persons in the success of the Company and its Affiliates;
- (b) encouraging Eligible Persons to remain with the Company or its Affiliates; and
- (c) attracting new Directors, Officers, Employees and Consultants.

### 2.2 **Shares Reserved**

- (a) The maximum number of Common Shares that may be reserved for issuance under this Plan will be ♦ until the Completion of the Qualifying Transaction by the Company. After the Completion of the Qualifying Transaction by the Company, the maximum aggregate number of Common Shares that may be reserved for issuance pursuant to Options shall not exceed 10% of the outstanding Common Shares at the time of the granting of an

Option, LESS the aggregate number of Common Shares then reserved for issuance pursuant to any Other Share Compensation Arrangement. For greater certainty, if an Option is surrendered, terminated or expires without being exercised, the Common Shares reserved for issuance pursuant to such Option shall be available for new Options granted under this Plan.

- (b) If there is a change in the outstanding Common Shares by reason of any share consolidation or split, reclassification or other capital reorganization, or a stock dividend, arrangement, amalgamation, merger or combination, or any other change to, event affecting, exchange of or corporate change or transaction affecting the Common Shares, the Board shall make, as it shall deem advisable and subject to the requisite approval of the relevant regulatory authorities, appropriate substitution and/or adjustment in:
  - (i) the number and
  - (ii) kind of shares or other securities or property reserved or to be allotted for issuance pursuant to this Plan;
  - (iii) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to any outstanding unexercised Options, and in the exercise price for such shares or other securities or property; and
  - (iv) the vesting of any Options, including the accelerated vesting thereof on conditions the Board deems advisable,

and if the Company undertakes an arrangement or is amalgamated, merged or combined with another Company, the Board shall make such provision for the protection of the rights of Participants as it shall deem advisable.

- (c) No fractional Common Shares shall be reserved for issuance under this Plan and the Board may determine the manner in which an Option, insofar as it relates to the acquisition of a fractional Common Share, shall be treated.
- (d) The Company shall, at all times while this Plan is in effect, reserve and keep available such number of Common Shares as will be sufficient to satisfy the requirements of this Plan.

### **2.3 Non-Exclusivity**

Nothing contained herein shall prevent the Board from adopting such other incentive or compensation arrangements as it shall deem advisable.

### **2.4 Effective Date**

This Plan shall be subject to the approval of any regulatory authority whose approval is required. Any Options granted under this Plan prior to such approvals being given shall be conditional upon such approvals being given, and no such Options may be exercised unless and until such approvals are given.

### **ARTICLE 3 ADMINISTRATION OF PLAN**

#### **3.1 Administration**

- (a) This Plan shall be administered by the Board. Subject to the provisions of this Plan, the Board shall have the authority:
  - (i) to determine the Eligible Persons to whom Options are granted, to grant such Options, and to determine any terms and conditions, limitations and restrictions in respect of any particular Option grant, including but not limited to the nature and duration of the restrictions, if any, to be imposed upon the acquisition, sale or other disposition of Common Shares acquired upon exercise of the Option, and the nature of the events and the duration of the period, if any, in which any Participant's rights in respect of an Option or Common Shares acquired upon exercise of an Option may be forfeited;
  - (ii) to interpret the terms of this Plan, to make all such determinations and take all such other actions in connection with the implementation, operation and administration of this Plan, and to adopt, amend and rescind such administrative guidelines and other rules and regulations relating to this Plan, as it shall from time to time deem advisable, including without limitation for the purpose of ensuring compliance with Section 3.3 and 3.4 hereof.
- (b) The Board's interpretations, determinations, guidelines, rules and regulations shall be conclusive and binding upon the Company, Eligible Persons, Participants and all other Persons.

#### **3.2 Amendment, Suspension and Termination**

The Board may amend, subject to the approval of any regulatory authority whose approval is required, suspend or terminate this Plan or any provision herein. No such amendment, suspension or termination shall alter or impair any outstanding unexercised Options or any rights without the consent of such Participant. If this Plan is suspended or terminated, the provisions of this Plan and any administrative guidelines, rules and regulations relating to this Plan shall continue in effect for the duration of such time as any Option remains outstanding.

#### **3.3 Compliance with Laws**

- (a) This Plan, the grant and exercise of Options hereunder and the Company's obligation to sell, issue and deliver any Common Shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign Laws, policies, rules and regulations, to the policies, rules and regulations of any stock exchanges or other markets on which the Common Shares are listed or quoted for trading and to such approvals by any Governmental Authority as may, in the opinion of counsel to the Company, be required. The Company shall not be obligated by the existence of this Plan or any provision of this Plan or the grant or exercise of Options hereunder to sell, issue or deliver Common Shares upon exercise of Options in violation of such Laws, policies, rules and regulations or any condition or requirement of such approvals.
- (b) No Option shall be granted and no Common Shares sold, issued or delivered hereunder where such grant, sale, issue or delivery would require registration or other qualification of this Plan or of the Common Shares under the applicable securities Laws of any foreign

jurisdiction, and any purported grant of any Option or any sale, issue and delivery of Common Shares hereunder in violation of this provision shall be void. In addition, the Company shall have no obligation to sell, issue or deliver any Common Shares hereunder unless such Common Shares shall have been duly listed, upon official notice of issuance, with all stock exchanges on which the Common Shares are listed for trading.

- (c) Common Shares sold, issued and delivered to Participants pursuant to the exercise of Options shall be subject to restrictions on resale and transfer under applicable securities laws and the requirements of any stock exchanges or other markets on which the Common Shares are listed or quoted for trading, and any certificates representing such Common Shares shall bear, as required, a restrictive legend in respect thereof.

### **3.4 Tax Withholding**

- (a) Notwithstanding any other provision contained herein, in connection with the exercise of an Option by a Participant from time to time, as a condition to such exercise the Company shall require such Participant to pay to the Company or the relevant Subsidiary an amount as necessary so as to ensure that the Company or such Subsidiary, as applicable, is in compliance with the applicable provisions of any federal, provincial or local Laws relating to the withholding of tax or other required deductions relating to the exercise of such Options. In addition, the Company or the relevant Subsidiary, as applicable shall be entitled to withhold from any amount payable to a Participant, either under this Plan or otherwise, such amount as may be necessary so as to ensure that the Company or the relevant Subsidiary is in compliance with the applicable provisions of any federal, provincial or local Laws relating to the withholding of tax or other required deductions relating to the exercise of such Options.

## **ARTICLE 4 OPTION GRANTS**

### **4.1 Eligibility and Multiple Grants**

Options shall only be granted to Eligible Persons. An Eligible Person may receive Options on more than one occasion and may receive separate Options, with differing terms, on any one or more occasions.

### **4.2 Representation**

Every Option shall be evidenced by an option agreement executed by the Company and the Participant, which shall, if the Participant is an Employee, Consultant or Management Company Employee, contain a representation and warranty by the Company and such Participant that such Participant is a bona fide Employee, Consultant or Management Company Employee, as the case may be, of the Company or an Affiliate. In the event of any discrepancy between this Plan and an option agreement, the provisions of this Plan shall govern.

### **4.3 Limitation on Grants and Exercises**

- (a) **To any one Person.** The number of Common Shares reserved for issuance to any Person in any 12 month period under this Plan and any Other Share Compensation Arrangement shall not exceed 5% of the outstanding Common Shares at the time of the grant, unless the Company has obtained Disinterested Shareholder Approval to exceed such limit.
- (b) **To Consultants.** The number of Common Shares reserved for issuance to any one Consultant in any 12 month period under this Plan and any Other Share Compensation



Arrangement shall not exceed 2% of the outstanding Common Shares at the time of the grant.

- (c) **To Persons conducting Investor Relations Activities.** In accordance with section 7.3 of the Exchange Policy 2.4, as long as the Company remains a Capital Pool Company, as that term is defined in the Exchange Policy 2.4, the Company shall not grant any options to any Persons providing Investor Relations Activities, promotional or market-making services. If the Company completes a Qualifying Transaction and is no longer a Capital Pool Company, the aggregate number of Common Shares reserved for issuance to any Persons conducting Investor Relations Activities in any 12 month period under this Plan and any Other Share Compensation Arrangement shall not exceed 2% of the outstanding Common Shares at the time of the grant.
- (d) **To Insiders.** Unless the Company has received Disinterested Shareholder Approval to do so:
  - (i) the aggregate number of Common Shares reserved for issuance to Insiders under this Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding Common Shares at the time of the grant;
  - (ii) the aggregate number of Common Shares reserved for issuance to Insiders in any 12 month period under this Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding Common Shares at the time of the grant.
- (e) **Exercises.** Unless the Company is listed on Tier 1 of the Exchange and has received Disinterested Shareholder Approval to do so, the number of Common Shares issued to any Person within a 12 month period pursuant to the exercise of Options granted under this Plan and any Other Share Compensation Arrangement shall not exceed 5% of the outstanding Common Shares at the time of the exercise.
- (f) **Exclusion.** For purposes of subsections (d) and (e) herein, any Common Shares reserved for issuance or issued to any Person pursuant to this Plan and any Other Share Compensation Arrangement prior to the Person becoming an Insider shall be excluded for purposes of the calculations in subsections (d) and (e) herein.

## ARTICLE 5 OPTION TERMS

### 5.1 Exercise Price

- (a) Subject to a minimum exercise price of \$0.10 per Common Share, the exercise price per Common Share for an Option shall be determined by the directors or their delegates, if any, but will in no event be less than the Discounted Market Price for the Common Shares (as defined by the policies of the Exchange).
- (b) If Options are granted within ninety days of a distribution by the Company by prospectus, then the exercise price per Common Share for such Option will be the greater of the minimum exercise price calculated pursuant to subsection (a) herein and the price per Common Share paid by the public investors for Common Shares acquired pursuant to such distribution. Such ninety day period shall begin:

- (i) on the date the final receipt is issued for the final prospectus in respect of such distribution; and
  - (ii) in the case of a prospectus that qualifies special warrants, on the closing date of the private placement in respect of such special warrants.
- (c) Notwithstanding subsection (b) herein, for as long as the Company shall remain a Capital Pool Company (as that term is defined in the Exchange Policy 2.4) any stock options granted will not be less than the greater of the IPO Share price and the Discounted Market Price.

## **5.2 Expiry Date**

Every Option shall have a term not exceeding and shall therefore expire no later than 10 years after the date of grant.

## **5.3 Vesting**

- (a) Subject to the subsections (b) herein and otherwise in compliance with the policies of the Exchange, the Board shall determine the manner in which an Option shall vest and become exercisable.
- (b) Options granted to Consultants performing Investor Relations Activities shall vest over a minimum of 12 months with no more than one-quarter (1/4) of such Options vesting in any 3 month period.

## **5.4 Non-Assignability**

Options may not be assigned or transferred.

## **5.5 Ceasing to be an Eligible Person**

- (a) If a Participant who is a Director, Officer, Employee or Consultant is terminated for cause, which in respect of a Director shall be deemed to include:
  - (i) ceasing to meet the qualifications for a director prescribed by the corporate legislation applicable to the Company, other than as a result of bankruptcy or mental incompetency, and the Participant does not otherwise continue to qualify as an Eligible Person in a different capacity with the Company;
  - (ii) the delivery to that Director of a formal request for resignation signed by a majority of the Board following a material breach of fiduciary duty by that Director and the Participant does not otherwise continue to qualify as an Eligible Person in a different capacity with the Company;
  - (iii) ceasing to be a director by reason of a special resolution to that effect passed by the shareholders of the Company pursuant to the corporate legislation applicable to the Company, and the Participant does not otherwise continue to qualify as an Eligible Person in a different capacity with the Company,

then each Option held by such Participant shall terminate and shall therefore cease to be exercisable no later than the earlier of the Expiry Date and the date which is 30 days after such termination for cause.

- (b) If a Participant is prevented, by order or similar decision of the British Columbia Securities Commission or other regulatory authority having jurisdiction over the Company or its affairs, from holding an Option, then each Option held by such Participant shall terminate and shall therefore cease to be exercisable upon the making of such order or similar decision;
- (c) If a Participant dies prior to otherwise ceasing to be an Eligible Person, each Option held by such Participant shall terminate and shall therefore cease to be exercisable no later than the earlier of the Expiry Date and the date which is twelve months after the date of the Participant's death.
- (d) If a Participant ceases to be an Eligible Person other than in the circumstances set out in subsection (a), (b) or (c) herein, each Option held by such Participant shall terminate and shall therefore cease to be exercisable no later than the earlier of the Expiry Date and the date which is 90 days after such terminating event, always provided that the Board may, allow for each Option held by such Participant to terminate and cease to be exercisable on such later date following the Participant ceasing to be an Eligible Person as the Board in its discretion may determine is reasonable.
- (e) For greater certainty, if a Participant dies, each Option held by such Participant shall be exercisable by the legal representative of such Participant until such Option terminates and therefore ceases to be exercisable pursuant to the terms of this Section.
- (f) If any portion of an Option is not vested at the time a Participant ceases, for any reason whatsoever, to be an Eligible Person, such unvested portion of the Option may not be thereafter exercised by the Participant or its legal representative, as the case may be, always provided that the Board may, in its discretion, thereafter permit the Participant or its legal representative, as the case may be, to exercise all or any part of such unvested portion of the Option that would have vested prior to the time such Option otherwise terminates and therefore ceases to be exercisable pursuant to the terms of this Section. For greater certainty, and without limitation, this provision will apply regardless of whether the Participant ceased to be an Eligible Person voluntarily or involuntarily, was dismissed with or without cause, and regardless of whether the Participant received compensation in respect of dismissal or was entitled to a notice of termination for a period which would otherwise have permitted a greater portion of an Option to vest.
- (g) Notwithstanding any other provisions of this Plan, if a Participant does not continue as an Eligible Person of the Resulting Issuer following the Completion of the Qualifying Transaction, then each Option held by such Participant shall terminate and therefore cease to be exercisable on the later of:
  - (i) twelve months after the Completion of the Qualifying Transaction; and
  - (ii) 90 days after the Participant ceases to be an Eligible Person of the Resulting Issuer.

## **ARTICLE 6 EXERCISE PROCEDURE**

### **6.1 Exercise Procedure**

An Option may be exercised from time to time, and shall be deemed to be validly exercised by the Participant only upon the Participant's delivery to the Company at its registered office:

- (a) a written notice of exercise addressed to the Corporate Secretary of the Company, specifying the number of Common Shares with respect to which the Option is being exercised;
- (b) the originally signed option agreement with respect to the Option being exercised;
- (c) a certified cheque or bank draft made payable to the Company for the aggregate exercise price for the number of Common Shares with respect to which the Option is being exercised, together with the amount necessary to satisfy any applicable tax withholding or remittance obligations under applicable Laws; and
- (d) documents containing such representations, warranties, agreements and undertakings, including such as to the Participant's future dealings in such Common Shares, as counsel to the Company reasonably determines to be necessary or advisable in order to comply with or safeguard against the violation of the Laws of any jurisdiction.

and on the business day following, the Participant shall be deemed to be a holder of record of the Common Shares with respect to which the Option is being exercised. The Company shall, within three business days of receipt of the notice of exercise and certified cheque or bank draft, cause certificates for such Common Shares to be issued and delivered to the Participant.

## **ARTICLE 7 AMENDMENT OF OPTIONS**

### **7.1 Consent to Amend**

The Board may amend any Option with the consent of the affected Participant and the Exchange, including any shareholder approval required by the Exchange. For greater certainty, Disinterested Shareholder Approval is required for any reduction in the exercise price of an Option if the Participant is an Insider at the time of the proposed amendment.

### **7.2 Amendment Subject to Approval**

If the amendment of an Option requires regulatory or shareholder approval, such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until such approvals are given.

## **ARTICLE 8 MISCELLANEOUS**

### **8.1 No Rights as Shareholder**

Nothing in this Plan or any Option shall confer upon a Participant any rights as a shareholder of the Company with respect to any of the Common Shares underlying an Option unless and until such Participant shall have become the holder of such Common Shares upon exercise of such Option in accordance with the terms of the Plan.

### **8.2 No Right to Employment**

Nothing in this Plan or any Option shall confer upon a Participant any right to continue in the employ of the Company or any Affiliate or affect in any way the right of the Company or any Affiliate to terminate the Participant's employment, with or without cause, at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the

Company or any Affiliate to extend the employment of any Participant beyond the time which the Participant would normally be retired pursuant to the provisions of any present or future retirement plan of the Company or any Affiliate, or beyond the time at which he would otherwise be retired pursuant to the provisions of any contract of employment with the Company or any Affiliate.

### **8.3 Governing Law**

This Plan, all option agreements, the grant and exercise of Options hereunder, and the sale, issue and delivery of Common Shares hereunder upon exercise of Options shall be, as applicable, governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein. The Courts of the Province of British Columbia shall have the exclusive jurisdiction to hear and decide any disputes or other matters arising herefrom.

THIS INCENTIVE STOCK OPTION AGREEMENT is made effective 27th, 2012.

**BETWEEN:**

**JOHN ECKERSLEY** of 1473 Bob Lane, Sandy, UT 84092

(hereafter referred to as the "**Optionee**")

**AND:**

**SCORPION RESOURCES INC.**, a company duly formed under the laws of British Columbia and having its registered office at 1600 – 609 Granville Street, Vancouver, BC V7Y1C3.

(hereafter referred to as the "**Corporation**")

**WHEREAS:**

A. The Corporation wishes to grant to the Optionee an option to purchase common shares in the capital of the Corporation;

B. The Optionee is eligible to receive an option by virtue of being, as defined by the TSX Venture Exchange (the "**Exchange**"), one or more of (i) a Director (which includes a director, senior officer and "Management Company Employee"), (ii) an Employee, or (iii) a Consultant (which includes a "Consultant Company"), of either the Corporation or a subsidiary thereof (any person so being eligible to receive an option being hereafter referred to as an "**Eligible Person**");

C. The Optionee acknowledges and agrees that the Option is an incentive mechanism and that the Optionee was not induced to participate in the grant and receipt of the Option (as defined below) by expectation of appointment or continued appointment, employment or continued employment, or engagement or continued engagement to provide services, as the case may be, by the Corporation.

**NOW THEREFORE** this Agreement witness that in consideration of \$1.00 given by each party to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Option Plan Governs.** The Optionee acknowledges and agrees that Option (as hereafter defined) is being granted pursuant to the terms of the Corporation's Stock Option Plan in effect from time to time. In the event of an inconsistency between the terms hereof and the terms of the Corporation's Stock Option Plan, the terms of the Corporation's Stock Option Plan shall govern.
2. **Option Terms.** The Corporation hereby grants to the Optionee an option (the "**Option**") to purchase, from time to time, a total of **200,000** common shares (the "**Shares**") in the capital of the Corporation, as constituted on the date hereof, at an exercise price of **\$0.10** per common share, until 4:30 p.m. Pacific Standard Time (the "**Expiry Time**") on or before the date that is five (5) years after the date the Corporation's shares are listed for trading on the TSX Venture Exchange (the "**Expiry Date**").
3. **Vesting.** The Options shall vest accordingly and become exercisable by the Optionee immediately.
4. **Transferability; Hold Period.** The Option is personal to the Optionee and may not be assigned or otherwise transferred in whole or in part. The Optionee acknowledges and agrees that the

Shares may be subject to a hold period imposed by the Exchange of four months and a day from the effective date of the grant of the Option, and that certificates representing the Shares will bear a legend to this effect if applicable.

5. **Early Termination.** The Option shall be in full force and effect and exercisable only so long as the Optionee shall continue to serve as an Eligible Person, and:
- (a) if the Optionee is a senior officer, Management Company Employee, Employee or Consultant and is terminated for cause, the Option shall terminate and shall cease to be exercisable the earlier of the Termination Date and the date that is 30 days after the date of such termination for cause;
  - (b) if the Optionee dies prior to otherwise ceasing to be an Eligible Person, the Option shall terminate and shall therefore cease to be exercisable at the Expiry Time on the earlier of (i) the Expiry Date, and (ii) the date which is 12 months after the date of the Optionee's death; and
  - (c) if the Optionee ceases to be an Eligible Person other than in the circumstances set out in subsection (a) or (b) herein, the Option shall terminate and shall therefore cease to be exercisable at the Expiry Time on the earlier of (i) the Expiry Date, and (ii) the date which is 90 days after such event.

In certain circumstances, the early termination date for the Option may be extended or reduced by the Corporation's Board of Directors pursuant to the terms of the Corporation's Stock Option Plan. In the event that the Optionee dies, the Option shall be exercisable by the legal representative of the Optionee until the Option terminates and therefore ceases to be exercisable pursuant to the terms of subsection (b) above.

6. **Exercise Procedure.** To exercise the Option in whole or in part, the Optionee shall, prior to the Expiry Time on the Expiry Date (and subject to section 5), give to the Corporation:
- (i) a written notice of exercise addressed to the CEO of the Corporation in the Form attached as Schedule "A" hereto, specifying the number of Shares with respect to which the Option is being exercised;
  - (ii) the originally signed option agreement with respect to the Option being exercised;
  - (iii) a certified cheque or bank draft made payable to the Corporation for the aggregate exercise price for the number of Shares with respect to which the Option is being exercised;
  - (iv) documents containing such representations, warranties, agreements and undertakings, including such as to the Optionee's future dealings in the Shares, as counsel to the Corporation reasonably determines to be necessary or advisable in order to comply with or safeguard against the violation of the laws of any jurisdiction; and
  - (v) The Optionee acknowledges that withholding tax amounts will apply in accordance with the provisions of the *Income Tax Act*.
7. **Exchange Matters.** If the Optionee is not a director or senior officer of the Corporation, the Optionee and the Corporation represent and warrant to each other that the Optionee:

- (a) is a bona fide Management Company Employee of the Corporation, which is defined as being an individual employed by a person providing management services to the Corporation which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a person engaged in Investor Relations Activities; OR
  - (b) is a bona fide Employee of the Corporation, which is defined as being:
    - (i) an individual who is considered an employee of the Corporation or its subsidiaries under the *Income Tax Act* (Canada) (i.e. for whom income tax, employment insurance and CPP deductions must be made at source); or
    - (ii) an individual who works full-time for the Corporation or its subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; or
    - (iii) an individual who works for the Corporation or its subsidiaries on a continuing and regular basis for a minimum of \_\_\_\_\_ hours per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; OR
  - (c) is a bona fide Consultant of the Corporation, which is defined as being, in relation to the Corporation, an individual or Consultant Company that:
    - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or an affiliate thereof, other than services provided in relation to a distribution of securities;
    - (ii) provides the services under a written contract between the Corporation or an affiliate thereof and the individual Consultant or Consultant Company;
    - (iii) spends or will spend a significant amount of time and attention on the business and affairs of the Corporation or an affiliate thereof; and
    - (iv) has a relationship with the Corporation or an affiliate thereof that enables the individual to be knowledgeable about the business and affairs of the Corporation.
8. **Securities Act Matters.** If the Optionee is not a director of the Corporation or a related entity thereof, the Optionee represents and warrants to the Corporation that the Optionee:
- (a) is an executive officer of the Corporation or a related party thereof, which is defined as being, for the Corporation or a related entity thereof, an individual who is:
    - (i) a chair, vice-chair or president;
    - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production;



- (iii) an officer who performs a policy-making function in respect of the Corporation or a related entity thereof; or
  - (iv) is performing a policy making function in respect of the Corporation or a related entity thereof; OR
- (b) an employee of the Corporation or a related entity thereof; OR
- (c) a consultant of the Corporation or a related party thereof, which is defined as being, for the Corporation or a related party thereof, a person, other than a director, executive officer or employee of the Corporation or a related entity thereof, that:
- (i) is engaged to provide services to the Corporation or a related entity thereof, other than services provided in relation to a distribution of securities;
  - (ii) provides the services under a written contract with the Corporation or a related entity thereof; and
  - (iii) spends or will spend a significant amount of time and attention on the business and affairs of the Corporation or a related party thereof,

and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, a partnership of which the individual consultant is an employee or partner.

9. **If not an Individual.** If the Optionee is not an individual, it is either (i) a Consultant Company or (ii) a company or other form of entity wholly owned by Eligible Persons; and the Optionee hereby agrees to complete and submit to the Corporation for filing with the Exchange a Form 4F: *Certification and Undertaking Required from a Company Granted an Incentive Stock Option*, and further represents and warrants to the Corporation that the information and certifications in such Form 4F are complete and true and accurate in all respects.
10. **Exchange Approval.** The grant of the Option and any amendment hereto shall be subject to the prior approval of the Exchange, including any requirement for shareholder approval. The Optionee acknowledges and agrees that the Option shall not be exercisable or exercisable on such amended terms, as the case may be, until such approval of the Exchange and, if required, the Corporation's shareholders, is obtained in accordance with the policies of the Exchange. If such approval of the Exchange and, if required, the Corporation's shareholders, is not obtained, then the Option and this Agreement, or the amendment hereof, as the case may be, shall be null and void and of no further force or effect as of the date hereof or the date of amendment, as the case may be.
11. **Capital Adjustments.** In the event that there is any change in the common shares of the Corporation through the declaration of stock dividends, stock splits, consolidations, exchanges of shares, or otherwise, the number of common shares subject to Option and the exercise price of the Option shall be adjusted appropriately by the Corporation, at its discretion, and such adjustment shall be effective and binding for all purposes of this Agreement. In the event that the Corporation shall amalgamate, consolidate with or merge into another corporation, the Optionee will thereafter receive, upon the exercise of the Option, the securities or property to which a holder of the number of common shares then deliverable upon the exercise of the Option would have been entitled to upon such amalgamation, consolidation or merger. The Corporation agrees to take such reasonable steps in connection with such amalgamation, consolidation or merger as

may be necessary to ensure that the provisions hereof shall thereafter be applicable, as near as reasonably possible. A sale of all or substantially all of the assets of the Corporation for consideration (apart from the assumption of obligations), a substantial portion of which consists of securities, shall be deemed a consolidation, amalgamation or merger for the purposes hereof.

12. **Collection and Use of Personal Information.** The Optionee expressly acknowledges, consents and agrees to the Corporation collecting, using and releasing personal information regarding the Optionee and this Agreement for the purpose of completing the transactions contemplated by this Agreement, including but not limited to the Optionee's name, address and principals, the number of Options granted to the Optionee, the status of the Optionee as a Director, senior officer, Management Company Employee, Employee, Consultant, Investor Relations Provider or as otherwise represented herein, and any and all other information necessary or incidental to the transactions contemplated herein, including but not limited to that provided in any Form 4F. The purpose of the collection, use and disclosure of the personal information is to ensure that the Corporation and its advisors will be able to grant the Option to the Optionee in compliance with applicable corporate, securities and other laws, and to obtain the information required to be filed with the Exchange and other authorities under applicable Exchange requirements, securities laws and other laws. In addition, the Optionee expressly acknowledges, consents and agrees to the collection, use and disclosure of all such personal information by the Exchange and other authorities in accordance with their requirements, including the provision of all such personal information to their agents and third party service providers, from time to time. The contact information for the officer of the Corporation who can answer questions about this collection of information by the Corporation is as follows:

John Eckersley  
President, CEO, Secretary and CFO of  
Scorpion Resources Inc.  
1600 – 609 Granville Street  
Vancouver, BC V7Y 1C3  
Tel: (604) 669-1322

13. **General.**


- (a) The Optionee agrees to comply with the provisions of applicable Exchange requirements and securities laws in connection with the exercise, holding and disposition of any Shares or other property or securities acquired pursuant to the exercise of the Option.
- (b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. The parties shall execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.
- (c) No modification of this Agreement or waiver of any provision hereof shall be valid unless made in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall operate as a waiver of any other provision hereof or operate as a continuing waiver unless such is expressly provided for in writing.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their successors or assigns.

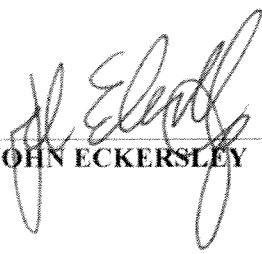
- (e) This Agreement shall be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable therein, and for the purposes of all legal proceedings, the parties hereby irrevocably agree that the courts of British Columbia shall have exclusive jurisdiction.
- (f) Words importing the singular number shall include the plural and vice versa. Words importing individuals shall include corporations, partnerships, proprietorships, trusts and other forms of legal entities and vice versa. Words importing gender shall include the other gender; words importing gender shall include the neuter and vice versa. Words importing a particular form of legal entity includes all other forms of legal entities interchangeably.
- (g) This Agreement may be executed and delivered in two or more counterparts and by facsimile. Each such counterpart and facsimile shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first above written.

**SCORPION RESOURCES INC.**

Per:   
Authorized Signatory

SIGNED, SEALED AND DELIVERED )  
 by JOHN ECKERSLEY in the presence of: )  
 )  
 )  
 Name )  
 )  
3346 W. Guadalupe Rd AS, AZ 85120 )  
 Address )  
 )  
Accountant )  
 Occupation )

  
 JOHN ECKERSLEY

SCHEDULE "A"

STOCK OPTION EXERCISE NOTICE

Dated: \_\_\_\_\_, 20\_\_\_\_

TO: SCORPION RESOURCES INC. (the "Company")  
1600 – 609 Granville Street  
Vancouver, BC V7Y 1C3  
**Attention: CEO**

Dear Sirs:

The undersigned, \_\_\_\_\_ (*name of optionee*), hereby elects to exercise stock options in the undersigned's name to purchase \_\_\_\_\_ common shares of the Company at an exercise price of \$ \_\_\_\_\_ per share, and hereby tenders \$ \_\_\_\_\_ in full payment of the aggregate exercise price.

- In the event that the undersigned holds multiple stock options, this exercise is to be effective against those stock options exercisable at the above exercise price and having, in order, the earliest expiry date(s).
- The undersigned acknowledges and agrees that the effective date of exercise for corporate, securities, tax reporting, and other purposes shall be the date that this notice and the above payment of the aggregate exercise price is received by the Company.
- **In the event that any withholding, remittance or other deduction or payment is required to be made in connection herewith, the undersigned:**
  - a) if it is a regularly paid employee or consultant of the Company, hereby authorizes the Company to make such withholding, remittance or other deduction or payment from the optionee's regular pay or from any other amounts owing by the Company to the undersigned; or
  - b) if it is not a regularly paid employee or consultant of the Company, shall pay to the Company an amount equal to such withholding, remittance or other deduction or payment, within two days of the Company's notice to the undersigned of same, and further acknowledges and agrees that:
    - (i) until such payment is made as aforesaid, the Company may withhold the share certificate representing the common shares; and
    - (ii) the failure to make such payment as aforesaid shall constitute a revocation of the option exercise and the undersigned shall thereafter pay the Company's costs and expenses in connection therewith, including but not limited to the Company's costs and expenses for the cancellation of any share certificate issued pending the receipt of all required funds from the undersigned.

The undersigned hereby directs that the common shares be registered and delivered as set out below. If the shares are to be registered other than in the undersigned's name, as set out in the respective option

agreement, the undersigned's signature must be medallion guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

**COMMON SHARE REGISTRATION INSTRUCTIONS**

(note: all future shareholder materials will be sent to this name/address):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**CERTIFICATE DELIVERY INSTRUCTIONS (if different than above):**

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Yours Truly,

_____	} <b>Signed in the presence of:</b> <sup>(3)</sup>
print name of Optionee <sup>(1)</sup>	} _____
_____	} print name of Witness
<b>X</b>	} <b>X</b>
signature of Optionee / representative <sup>(2)</sup>	} signature of Witness
_____	} _____
if applicable, print name of representative	} address of Witness
_____	} _____
Social Insurance Number	} occupation of Witness

- (1) This name must correspond to the name of the Optionee as set out in the respective option agreement.
- (2) If signed by a executor, administrator, trustee, custodian, guardian, attorney, officer of a corporation or any other person acting in a fiduciary or representative capacity, this notice must be accompanied by evidence of authority to sign satisfactory to the Company.
- (3) If common shares are to be registered other than in the Optionee's name, as set out in the respective option agreement, the Optionee's signature must be medallion guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

**Recordkeeping Acknowledgement**

SCORPION RESOURCES INC. hereby acknowledges receipt of this notice and the aggregate exercise price for the option exercise set out herein on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory

THIS INCENTIVE STOCK OPTION AGREEMENT is made effective 27<sup>th</sup>, 2012.

**BETWEEN:**

**JOSHUA BLEAK** of 3055 E. Mallory Street, Mesa, AZ 85213

(hereafter referred to as the "**Optionee**")

**AND:**

**SCORPION RESOURCES INC.**, a company duly formed under the laws of British Columbia and having its registered office at 1600 – 609 Granville Street, Vancouver, BC V7Y1C3.

(hereafter referred to as the "**Corporation**")

**WHEREAS:**

A. The Corporation wishes to grant to the Optionee an option to purchase common shares in the capital of the Corporation;

B. The Optionee is eligible to receive an option by virtue of being, as defined by the TSX Venture Exchange (the "**Exchange**"), one or more of (i) a Director (which includes a director, senior officer and "Management Company Employee"), (ii) an Employee, or (iii) a Consultant (which includes a "Consultant Company"), of either the Corporation or a subsidiary thereof (any person so being eligible to receive an option being hereafter referred to as an "**Eligible Person**");

C. The Optionee acknowledges and agrees that the Option is an incentive mechanism and that the Optionee was not induced to participate in the grant and receipt of the Option (as defined below) by expectation of appointment or continued appointment, employment or continued employment, or engagement or continued engagement to provide services, as the case may be, by the Corporation.

**NOW THEREFORE** this Agreement witness that in consideration of \$1.00 given by each party to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Option Plan Governs.** The Optionee acknowledges and agrees that Option (as hereafter defined) is being granted pursuant to the terms of the Corporation's Stock Option Plan in effect from time to time. In the event of an inconsistency between the terms hereof and the terms of the Corporation's Stock Option Plan, the terms of the Corporation's Stock Option Plan shall govern.
2. **Option Terms.** The Corporation hereby grants to the Optionee an option (the "**Option**") to purchase, from time to time, a total of **200,000** common shares (the "**Shares**") in the capital of the Corporation, as constituted on the date hereof, at an exercise price of **\$0.10** per common share, until 4:30 p.m. Pacific Standard Time (the "**Expiry Time**") on or before the date that is five (5) years after the date the Corporation's shares are listed for trading on the TSX Venture Exchange (the "**Expiry Date**").
3. **Vesting.** The Options shall vest accordingly and become exercisable by the Optionee immediately.
4. **Transferability; Hold Period.** The Option is personal to the Optionee and may not be assigned or otherwise transferred in whole or in part. The Optionee acknowledges and agrees that the

Shares may be subject to a hold period imposed by the Exchange of four months and a day from the effective date of the grant of the Option, and that certificates representing the Shares will bear a legend to this effect if applicable.

5. **Early Termination.** The Option shall be in full force and effect and exercisable only so long as the Optionee shall continue to serve as an Eligible Person, and:
- (a) if the Optionee is a senior officer, Management Company Employee, Employee or Consultant and is terminated for cause, the Option shall terminate and shall cease to be exercisable the earlier of the Termination Date and the date that is 30 days after the date of such termination for cause;
  - (b) if the Optionee dies prior to otherwise ceasing to be an Eligible Person, the Option shall terminate and shall therefore cease to be exercisable at the Expiry Time on the earlier of (i) the Expiry Date, and (ii) the date which is 12 months after the date of the Optionee's death; and
  - (c) if the Optionee ceases to be an Eligible Person other than in the circumstances set out in subsection (a) or (b) herein, the Option shall terminate and shall therefore cease to be exercisable at the Expiry Time on the earlier of (i) the Expiry Date, and (ii) the date which is 90 days after such event.

In certain circumstances, the early termination date for the Option may be extended or reduced by the Corporation's Board of Directors pursuant to the terms of the Corporation's Stock Option Plan. In the event that the Optionee dies, the Option shall be exercisable by the legal representative of the Optionee until the Option terminates and therefore ceases to be exercisable pursuant to the terms of subsection (b) above.

6. **Exercise Procedure.** To exercise the Option in whole or in part, the Optionee shall, prior to the Expiry Time on the Expiry Date (and subject to section 5), give to the Corporation:
- (i) a written notice of exercise addressed to the CEO of the Corporation in the Form attached as Schedule "A" hereto, specifying the number of Shares with respect to which the Option is being exercised;
  - (ii) the originally signed option agreement with respect to the Option being exercised;
  - (iii) a certified cheque or bank draft made payable to the Corporation for the aggregate exercise price for the number of Shares with respect to which the Option is being exercised;
  - (iv) documents containing such representations, warranties, agreements and undertakings, including such as to the Optionee's future dealings in the Shares, as counsel to the Corporation reasonably determines to be necessary or advisable in order to comply with or safeguard against the violation of the laws of any jurisdiction; and
  - (v) The Optionee acknowledges that withholding tax amounts will apply in accordance with the provisions of the *Income Tax Act*.
7. **Exchange Matters.** If the Optionee is not a director or senior officer of the Corporation, the Optionee and the Corporation represent and warrant to each other that the Optionee:

- (a) is a bona fide Management Company Employee of the Corporation, which is defined as being an individual employed by a person providing management services to the Corporation which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a person engaged in Investor Relations Activities; OR
  - (b) is a bona fide Employee of the Corporation, which is defined as being:
    - (i) an individual who is considered an employee of the Corporation or its subsidiaries under the *Income Tax Act* (Canada) (i.e. for whom income tax, employment insurance and CPP deductions must be made at source); or
    - (ii) an individual who works full-time for the Corporation or its subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; or
    - (iii) an individual who works for the Corporation or its subsidiaries on a continuing and regular basis for a minimum of \_\_\_\_\_ hours per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; OR
  - (c) is a bona fide Consultant of the Corporation, which is defined as being, in relation to the Corporation, an individual or Consultant Company that:
    - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or an affiliate thereof, other than services provided in relation to a distribution of securities;
    - (ii) provides the services under a written contract between the Corporation or an affiliate thereof and the individual Consultant or Consultant Company;
    - (iii) spends or will spend a significant amount of time and attention on the business and affairs of the Corporation or an affiliate thereof; and
    - (iv) has a relationship with the Corporation or an affiliate thereof that enables the individual to be knowledgeable about the business and affairs of the Corporation.
8. **Securities Act Matters.** If the Optionee is not a director of the Corporation or a related entity thereof, the Optionee represents and warrants to the Corporation that the Optionee:
- (a) is an executive officer of the Corporation or a related party thereof, which is defined as being, for the Corporation or a related entity thereof, an individual who is:
    - (i) a chair, vice-chair or president;
    - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production;



- (iii) an officer who performs a policy-making function in respect of the Corporation or a related entity thereof; or
  - (iv) is performing a policy making function in respect of the Corporation or a related entity thereof; OR
- (b) an employee of the Corporation or a related entity thereof; OR
- (c) a consultant of the Corporation or a related party thereof, which is defined as being, for the Corporation or a related party thereof, a person, other than a director, executive officer or employee of the Corporation or a related entity thereof, that:
- (i) is engaged to provide services to the Corporation or a related entity thereof, other than services provided in relation to a distribution of securities;
  - (ii) provides the services under a written contract with the Corporation or a related entity thereof; and
  - (iii) spends or will spend a significant amount of time and attention on the business and affairs of the Corporation or a related party thereof,

and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, a partnership of which the individual consultant is an employee or partner.

9. **If not an Individual.** If the Optionee is not an individual, it is either (i) a Consultant Company or (ii) a company or other form of entity wholly owned by Eligible Persons; and the Optionee hereby agrees to complete and submit to the Corporation for filing with the Exchange a Form 4F: *Certification and Undertaking Required from a Company Granted an Incentive Stock Option*, and further represents and warrants to the Corporation that the information and certifications in such Form 4F are complete and true and accurate in all respects.
10. **Exchange Approval.** The grant of the Option and any amendment hereto shall be subject to the prior approval of the Exchange, including any requirement for shareholder approval. The Optionee acknowledges and agrees that the Option shall not be exercisable or exercisable on such amended terms, as the case may be, until such approval of the Exchange and, if required, the Corporation's shareholders, is obtained in accordance with the policies of the Exchange. If such approval of the Exchange and, if required, the Corporation's shareholders, is not obtained, then the Option and this Agreement, or the amendment hereof, as the case may be, shall be null and void and of no further force or effect as of the date hereof or the date of amendment, as the case may be.
11. **Capital Adjustments.** In the event that there is any change in the common shares of the Corporation through the declaration of stock dividends, stock splits, consolidations, exchanges of shares, or otherwise, the number of common shares subject to Option and the exercise price of the Option shall be adjusted appropriately by the Corporation, at its discretion, and such adjustment shall be effective and binding for all purposes of this Agreement. In the event that the Corporation shall amalgamate, consolidate with or merge into another corporation, the Optionee will thereafter receive, upon the exercise of the Option, the securities or property to which a holder of the number of common shares then deliverable upon the exercise of the Option would have been entitled to upon such amalgamation, consolidation or merger. The Corporation agrees to take such reasonable steps in connection with such amalgamation, consolidation or merger as

may be necessary to ensure that the provisions hereof shall thereafter be applicable, as near as reasonably possible. A sale of all or substantially all of the assets of the Corporation for consideration (apart from the assumption of obligations), a substantial portion of which consists of securities, shall be deemed a consolidation, amalgamation or merger for the purposes hereof.

12. **Collection and Use of Personal Information.** The Optionee expressly acknowledges, consents and agrees to the Corporation collecting, using and releasing personal information regarding the Optionee and this Agreement for the purpose of completing the transactions contemplated by this Agreement, including but not limited to the Optionee's name, address and principals, the number of Options granted to the Optionee, the status of the Optionee as a Director, senior officer, Management Company Employee, Employee, Consultant, Investor Relations Provider or as otherwise represented herein, and any and all other information necessary or incidental to the transactions contemplated herein, including but not limited to that provided in any Form 4F. The purpose of the collection, use and disclosure of the personal information is to ensure that the Corporation and its advisors will be able to grant the Option to the Optionee in compliance with applicable corporate, securities and other laws, and to obtain the information required to be filed with the Exchange and other authorities under applicable Exchange requirements, securities laws and other laws. In addition, the Optionee expressly acknowledges, consents and agrees to the collection, use and disclosure of all such personal information by the Exchange and other authorities in accordance with their requirements, including the provision of all such personal information to their agents and third party service providers, from time to time. The contact information for the officer of the Corporation who can answer questions about this collection of information by the Corporation is as follows:

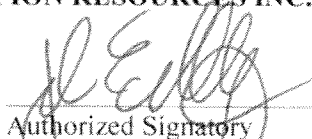
John Eckersley  
President, CEO, Secretary and CFO of  
Scorpion Resources Inc.  
1600 – 609 Granville Street  
Vancouver, BC V7Y 1C3  
Tel: (604) 669-1322

13. **General.**
- (a) The Optionee agrees to comply with the provisions of applicable Exchange requirements and securities laws in connection with the exercise, holding and disposition of any Shares or other property or securities acquired pursuant to the exercise of the Option.
  - (b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. The parties shall execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.
  - (c) No modification of this Agreement or waiver of any provision hereof shall be valid unless made in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall operate as a waiver of any other provision hereof or operate as a continuing waiver unless such is expressly provided for in writing.
  - (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their successors or assigns.


- (e) This Agreement shall be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable therein, and for the purposes of all legal proceedings, the parties hereby irrevocably agree that the courts of British Columbia shall have exclusive jurisdiction.
- (f) Words importing the singular number shall include the plural and vice versa. Words importing individuals shall include corporations, partnerships, proprietorships, trusts and other forms of legal entities and vice versa. Words importing gender shall include the other gender; words importing gender shall include the neuter and vice versa. Words importing a particular form of legal entity includes all other forms of legal entities interchangeably.
- (g) This Agreement may be executed and delivered in two or more counterparts and by facsimile. Each such counterpart and facsimile shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first above written.

**SCORPION RESOURCES INC.**

Per:   
 \_\_\_\_\_  
 Authorized Signatory

SIGNED, SEALED AND DELIVERED )  
 by **JOSHUA BLEAK** in the presence of: )

  
 \_\_\_\_\_ )  
 Name )  
 )  
 3346 W. Guadalupe Rd. AJ, AZ 85120 )  
 Address )  
 )  
 Accountant )  
 \_\_\_\_\_ )  
 Occupation )

  
 \_\_\_\_\_  
**JOSHUA BLEAK**

SCHEDULE "A"

STOCK OPTION EXERCISE NOTICE

Dated: \_\_\_\_\_, 20\_\_\_\_

TO: SCORPION RESOURCES INC. (the "Company")  
1600 – 609 Granville Street  
Vancouver, BC V7Y 1C3  
**Attention: CEO**

Dear Sirs:

The undersigned, \_\_\_\_\_ (*name of optionee*), hereby elects to exercise stock options in the undersigned's name to purchase \_\_\_\_\_ common shares of the Company at an exercise price of \$ \_\_\_\_\_ per share, and hereby tenders \$ \_\_\_\_\_ in full payment of the aggregate exercise price.

- In the event that the undersigned holds multiple stock options, this exercise is to be effective against those stock options exercisable at the above exercise price and having, in order, the earliest expiry date(s).
- The undersigned acknowledges and agrees that the effective date of exercise for corporate, securities, tax reporting, and other purposes shall be the date that this notice and the above payment of the aggregate exercise price is received by the Company.
- **In the event that any withholding, remittance or other deduction or payment is required to be made in connection herewith, the undersigned:**
  - a) if it is a regularly paid employee or consultant of the Company, hereby authorizes the Company to make such withholding, remittance or other deduction or payment from the optionee's regular pay or from any other amounts owing by the Company to the undersigned; or
  - b) if it is not a regularly paid employee or consultant of the Company, shall pay to the Company an amount equal to such withholding, remittance or other deduction or payment, within two days of the Company's notice to the undersigned of same, and further acknowledges and agrees that:
    - (i) until such payment is made as aforesaid, the Company may withhold the share certificate representing the common shares; and
    - (ii) the failure to make such payment as aforesaid shall constitute a revocation of the option exercise and the undersigned shall thereafter pay the Company's costs and expenses in connection therewith, including but not limited to the Company's costs and expenses for the cancellation of any share certificate issued pending the receipt of all required funds from the undersigned.

The undersigned hereby directs that the common shares be registered and delivered as set out below. If the shares are to be registered other than in the undersigned's name, as set out in the respective option

agreement, the undersigned's signature must be medallion guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

**COMMON SHARE REGISTRATION INSTRUCTIONS**

(note: all future shareholder materials will be sent to this name/address):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**CERTIFICATE DELIVERY INSTRUCTIONS (if different than above):**

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Yours Truly,

_____	}	<b>Signed in the presence of: <sup>(3)</sup></b>
_____	}	_____
print name of Optionee <sup>(1)</sup>	}	print name of Witness
_____	}	_____
<b>X</b>	}	<b>X</b>
signature of Optionee / representative <sup>(2)</sup>	}	signature of Witness
_____	}	_____
if applicable, print name of representative	}	address of Witness
_____	}	_____
Social Insurance Number	}	occupation of Witness

- (1) This name must correspond to the name of the Optionee as set out in the respective option agreement.
- (2) If signed by a executor, administrator, trustee, custodian, guardian, attorney, officer of a corporation or any other person acting in a fiduciary or representative capacity, this notice must be accompanied by evidence of authority to sign satisfactory to the Company.
- (3) If common shares are to be registered other than in the Optionee's name, as set out in the respective option agreement, the Optionee's signature must be medallion guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

**Recordkeeping Acknowledgement**

SCORPION RESOURCES INC. hereby acknowledges receipt of this notice and the aggregate exercise price for the option exercise set out herein on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory

THIS INCENTIVE STOCK OPTION AGREEMENT is made effective 27th, 2012.

**BETWEEN:**

**ROY FULLER** of 2949 e. Hermosa Vista Drive, Mesa, AZ 85213

(hereafter referred to as the "**Optionee**")

**AND:**

**SCORPION RESOURCES INC.**, a company duly formed under the laws of British Columbia and having its registered office at 1600 – 609 Granville Street, Vancouver, BC V7Y1C3.

(hereafter referred to as the "**Corporation**")

**WHEREAS:**

A. The Corporation wishes to grant to the Optionee an option to purchase common shares in the capital of the Corporation;

B. The Optionee is eligible to receive an option by virtue of being, as defined by the TSX Venture Exchange (the "**Exchange**"), one or more of (i) a Director (which includes a director, senior officer and "Management Company Employee"), (ii) an Employee, or (iii) a Consultant (which includes a "Consultant Company"), of either the Corporation or a subsidiary thereof (any person so being eligible to receive an option being hereafter referred to as an "**Eligible Person**");

C. The Optionee acknowledges and agrees that the Option is an incentive mechanism and that the Optionee was not induced to participate in the grant and receipt of the Option (as defined below) by expectation of appointment or continued appointment, employment or continued employment, or engagement or continued engagement to provide services, as the case may be, by the Corporation.

**NOW THEREFORE** this Agreement witness that in consideration of \$1.00 given by each party to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Option Plan Governs.** The Optionee acknowledges and agrees that Option (as hereafter defined) is being granted pursuant to the terms of the Corporation's Stock Option Plan in effect from time to time. In the event of an inconsistency between the terms hereof and the terms of the Corporation's Stock Option Plan, the terms of the Corporation's Stock Option Plan shall govern.
2. **Option Terms.** The Corporation hereby grants to the Optionee an option (the "**Option**") to purchase, from time to time, a total of **200,000** common shares (the "**Shares**") in the capital of the Corporation, as constituted on the date hereof, at an exercise price of **\$0.10** per common share, until 4:30 p.m. Pacific Standard Time (the "**Expiry Time**") on or before the date that is five (5) years after the date the Corporation's shares are listed for trading on the TSX Venture Exchange (the "**Expiry Date**").
3. **Vesting.** The Options shall vest accordingly and become exercisable by the Optionee immediately.
4. **Transferability; Hold Period.** The Option is personal to the Optionee and may not be assigned or otherwise transferred in whole or in part. The Optionee acknowledges and agrees that the

Shares may be subject to a hold period imposed by the Exchange of four months and a day from the effective date of the grant of the Option, and that certificates representing the Shares will bear a legend to this effect if applicable.

5. **Early Termination.** The Option shall be in full force and effect and exercisable only so long as the Optionee shall continue to serve as an Eligible Person, and:
- (a) if the Optionee is a senior officer, Management Company Employee, Employee or Consultant and is terminated for cause, the Option shall terminate and shall cease to be exercisable the earlier of the Termination Date and the date that is 30 days after the date of such termination for cause;
  - (b) if the Optionee dies prior to otherwise ceasing to be an Eligible Person, the Option shall terminate and shall therefore cease to be exercisable at the Expiry Time on the earlier of (i) the Expiry Date, and (ii) the date which is 12 months after the date of the Optionee's death; and
  - (c) if the Optionee ceases to be an Eligible Person other than in the circumstances set out in subsection (a) or (b) herein, the Option shall terminate and shall therefore cease to be exercisable at the Expiry Time on the earlier of (i) the Expiry Date, and (ii) the date which is 90 days after such event.

In certain circumstances, the early termination date for the Option may be extended or reduced by the Corporation's Board of Directors pursuant to the terms of the Corporation's Stock Option Plan. In the event that the Optionee dies, the Option shall be exercisable by the legal representative of the Optionee until the Option terminates and therefore ceases to be exercisable pursuant to the terms of subsection (b) above.

6. **Exercise Procedure.** To exercise the Option in whole or in part, the Optionee shall, prior to the Expiry Time on the Expiry Date (and subject to section 5), give to the Corporation:
- (i) a written notice of exercise addressed to the CEO of the Corporation in the Form attached as Schedule "A" hereto, specifying the number of Shares with respect to which the Option is being exercised;
  - (ii) the originally signed option agreement with respect to the Option being exercised;
  - (iii) a certified cheque or bank draft made payable to the Corporation for the aggregate exercise price for the number of Shares with respect to which the Option is being exercised;
  - (iv) documents containing such representations, warranties, agreements and undertakings, including such as to the Optionee's future dealings in the Shares, as counsel to the Corporation reasonably determines to be necessary or advisable in order to comply with or safeguard against the violation of the laws of any jurisdiction; and
  - (v) The Optionee acknowledges that withholding tax amounts will apply in accordance with the provisions of the *Income Tax Act*.
7. **Exchange Matters.** If the Optionee is not a director or senior officer of the Corporation, the Optionee and the Corporation represent and warrant to each other that the Optionee:

- (a) is a bona fide Management Company Employee of the Corporation, which is defined as being an individual employed by a person providing management services to the Corporation which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a person engaged in Investor Relations Activities; OR
- (b) is a bona fide Employee of the Corporation, which is defined as being:
  - (i) an individual who is considered an employee of the Corporation or its subsidiaries under the *Income Tax Act (Canada)* (i.e. for whom income tax, employment insurance and CPP deductions must be made at source); or
  - (ii) an individual who works full-time for the Corporation or its subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; or
  - (iii) an individual who works for the Corporation or its subsidiaries on a continuing and regular basis for a minimum of \_\_\_\_\_ hours per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; OR
- (c) is a bona fide Consultant of the Corporation, which is defined as being, in relation to the Corporation, an individual or Consultant Company that:
  - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or an affiliate thereof, other than services provided in relation to a distribution of securities;
  - (ii) provides the services under a written contract between the Corporation or an affiliate thereof and the individual Consultant or Consultant Company;
  - (iii) spends or will spend a significant amount of time and attention on the business and affairs of the Corporation or an affiliate thereof; and
  - (iv) has a relationship with the Corporation or an affiliate thereof that enables the individual to be knowledgeable about the business and affairs of the Corporation.

8. **Securities Act Matters.** If the Optionee is not a director of the Corporation or a related entity thereof, the Optionee represents and warrants to the Corporation that the Optionee:

- (a) is an executive officer of the Corporation or a related party thereof, which is defined as being, for the Corporation or a related entity thereof, an individual who is:
  - (i) a chair, vice-chair or president;
  - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production;



- (iii) an officer who performs a policy-making function in respect of the Corporation or a related entity thereof; or
  - (iv) is performing a policy making function in respect of the Corporation or a related entity thereof; OR
- (b) an employee of the Corporation or a related entity thereof; OR
- (c) a consultant of the Corporation or a related party thereof, which is defined as being, for the Corporation or a related party thereof, a person, other than a director, executive officer or employee of the Corporation or a related entity thereof, that:
- (i) is engaged to provide services to the Corporation or a related entity thereof, other than services provided in relation to a distribution of securities;
  - (ii) provides the services under a written contract with the Corporation or a related entity thereof; and
  - (iii) spends or will spend a significant amount of time and attention on the business and affairs of the Corporation or a related party thereof,

and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, a partnership of which the individual consultant is an employee or partner.

9. **If not an Individual.** If the Optionee is not an individual, it is either (i) a Consultant Company or (ii) a company or other form of entity wholly owned by Eligible Persons; and the Optionee hereby agrees to complete and submit to the Corporation for filing with the Exchange a Form 4F: *Certification and Undertaking Required from a Company Granted an Incentive Stock Option*, and further represents and warrants to the Corporation that the information and certifications in such Form 4F are complete and true and accurate in all respects.
10. **Exchange Approval.** The grant of the Option and any amendment hereto shall be subject to the prior approval of the Exchange, including any requirement for shareholder approval. The Optionee acknowledges and agrees that the Option shall not be exercisable or exercisable on such amended terms, as the case may be, until such approval of the Exchange and, if required, the Corporation's shareholders, is obtained in accordance with the policies of the Exchange. If such approval of the Exchange and, if required, the Corporation's shareholders, is not obtained, then the Option and this Agreement, or the amendment hereof, as the case may be, shall be null and void and of no further force or effect as of the date hereof or the date of amendment, as the case may be.
11. **Capital Adjustments.** In the event that there is any change in the common shares of the Corporation through the declaration of stock dividends, stock splits, consolidations, exchanges of shares, or otherwise, the number of common shares subject to Option and the exercise price of the Option shall be adjusted appropriately by the Corporation, at its discretion, and such adjustment shall be effective and binding for all purposes of this Agreement. In the event that the Corporation shall amalgamate, consolidate with or merge into another corporation, the Optionee will thereafter receive, upon the exercise of the Option, the securities or property to which a holder of the number of common shares then deliverable upon the exercise of the Option would have been entitled to upon such amalgamation, consolidation or merger. The Corporation agrees to take such reasonable steps in connection with such amalgamation, consolidation or merger as

may be necessary to ensure that the provisions hereof shall thereafter be applicable, as near as reasonably possible. A sale of all or substantially all of the assets of the Corporation for consideration (apart from the assumption of obligations), a substantial portion of which consists of securities, shall be deemed a consolidation, amalgamation or merger for the purposes hereof.

12. **Collection and Use of Personal Information.** The Optionee expressly acknowledges, consents and agrees to the Corporation collecting, using and releasing personal information regarding the Optionee and this Agreement for the purpose of completing the transactions contemplated by this Agreement, including but not limited to the Optionee's name, address and principals, the number of Options granted to the Optionee, the status of the Optionee as a Director, senior officer, Management Company Employee, Employee, Consultant, Investor Relations Provider or as otherwise represented herein, and any and all other information necessary or incidental to the transactions contemplated herein, including but not limited to that provided in any Form 4F. The purpose of the collection, use and disclosure of the personal information is to ensure that the Corporation and its advisors will be able to grant the Option to the Optionee in compliance with applicable corporate, securities and other laws, and to obtain the information required to be filed with the Exchange and other authorities under applicable Exchange requirements, securities laws and other laws. In addition, the Optionee expressly acknowledges, consents and agrees to the collection, use and disclosure of all such personal information by the Exchange and other authorities in accordance with their requirements, including the provision of all such personal information to their agents and third party service providers, from time to time. The contact information for the officer of the Corporation who can answer questions about this collection of information by the Corporation is as follows:

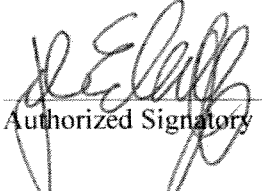
John Eckersley  
President, CEO, Secretary and CFO of  
Scorpion Resources Inc.  
1600 – 609 Granville Street  
Vancouver, BC V7Y 1C3  
Tel: (604) 669-1322

13. **General.**
- (a) The Optionee agrees to comply with the provisions of applicable Exchange requirements and securities laws in connection with the exercise, holding and disposition of any Shares or other property or securities acquired pursuant to the exercise of the Option.
  - (b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. The parties shall execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.
  - (c) No modification of this Agreement or waiver of any provision hereof shall be valid unless made in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall operate as a waiver of any other provision hereof or operate as a continuing waiver unless such is expressly provided for in writing.
  - (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their successors or assigns.

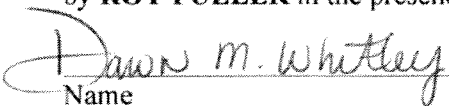
- (e) This Agreement shall be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable therein, and for the purposes of all legal proceedings, the parties hereby irrevocably agree that the courts of British Columbia shall have exclusive jurisdiction.
- (f) Words importing the singular number shall include the plural and vice versa. Words importing individuals shall include corporations, partnerships, proprietorships, trusts and other forms of legal entities and vice versa. Words importing gender shall include the other gender; words importing gender shall include the neuter and vice versa. Words importing a particular form of legal entity includes all other forms of legal entities interchangeably.
- (g) This Agreement may be executed and delivered in two or more counterparts and by facsimile. Each such counterpart and facsimile shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.


**IN WITNESS WHEREOF** the parties hereto have executed this Agreement effective as of the date first above written.

**SCORPION RESOURCES INC.**

Per:   
 \_\_\_\_\_  
 Authorized Signatory

SIGNED, SEALED AND DELIVERED )  
 by **ROY FULLER** in the presence of: )

  
 \_\_\_\_\_ )  
 Name )  
 \_\_\_\_\_ )  
 3346 W. Guadalupe Rd AJ AZ 85120 )  
 Address )  
 \_\_\_\_\_ )  
 Accountant )  
 Occupation )

  
 \_\_\_\_\_  
**ROY FULLER**

SCHEDULE "A"

STOCK OPTION EXERCISE NOTICE

Dated: \_\_\_\_\_, 20 \_\_\_\_\_

TO: SCORPION RESOURCES INC. (the "Company")  
1600 – 609 Granville Street  
Vancouver, BC V7Y 1C3  
**Attention: CEO**

Dear Sirs:

The undersigned, \_\_\_\_\_ (*name of optionee*), hereby elects to exercise stock options in the undersigned's name to purchase \_\_\_\_\_ common shares of the Company at an exercise price of \$ \_\_\_\_\_ per share, and hereby tenders \$ \_\_\_\_\_ in full payment of the aggregate exercise price.

- In the event that the undersigned holds multiple stock options, this exercise is to be effective against those stock options exercisable at the above exercise price and having, in order, the earliest expiry date(s).
- The undersigned acknowledges and agrees that the effective date of exercise for corporate, securities, tax reporting, and other purposes shall be the date that this notice and the above payment of the aggregate exercise price is received by the Company.
- **In the event that any withholding, remittance or other deduction or payment is required to be made in connection herewith, the undersigned:**
  - a) if it is a regularly paid employee or consultant of the Company, hereby authorizes the Company to make such withholding, remittance or other deduction or payment from the optionee's regular pay or from any other amounts owing by the Company to the undersigned; or
  - b) if it is not a regularly paid employee or consultant of the Company, shall pay to the Company an amount equal to such withholding, remittance or other deduction or payment, within two days of the Company's notice to the undersigned of same, and further acknowledges and agrees that:
    - (i) until such payment is made as aforesaid, the Company may withhold the share certificate representing the common shares; and
    - (ii) the failure to make such payment as aforesaid shall constitute a revocation of the option exercise and the undersigned shall thereafter pay the Company's costs and expenses in connection therewith, including but not limited to the Company's costs and expenses for the cancellation of any share certificate issued pending the receipt of all required funds from the undersigned.

The undersigned hereby directs that the common shares be registered and delivered as set out below. If the shares are to be registered other than in the undersigned's name, as set out in the respective option

agreement, the undersigned's signature must be medallion guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

**COMMON SHARE REGISTRATION INSTRUCTIONS**

**(note: all future shareholder materials will be sent to this name/address):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**CERTIFICATE DELIVERY INSTRUCTIONS (if different than above):**

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Yours Truly,

_____	}	<b>Signed in the presence of: <sup>(3)</sup></b>
	}	
_____	}	_____
print name of Optionee <sup>(1)</sup>	}	print name of Witness
	}	
<b>X</b>	}	<b>X</b>
_____	}	_____
signature of Optionee / representative <sup>(2)</sup>	}	signature of Witness
	}	
_____	}	_____
if applicable, print name of representative	}	address of Witness
	}	
_____	}	_____
Social Insurance Number	}	occupation of Witness

- (1) This name must correspond to the name of the Optionee as set out in the respective option agreement.
- (2) If signed by a executor, administrator, trustee, custodian, guardian, attorney, officer of a corporation or any other person acting in a fiduciary or representative capacity, this notice must be accompanied by evidence of authority to sign satisfactory to the Company.
- (3) If common shares are to be registered other than in the Optionee's name, as set out in the respective option agreement, the Optionee's signature must be medallion guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

**Recordkeeping Acknowledgement**

SCORPION RESOURCES INC. hereby acknowledges receipt of this notice and the aggregate exercise price for the option exercise set out herein on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory