

STINTON EXPLORATION LTD.
(the “Corporation”)

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN THAT the annual and special meeting of shareholders of the Corporation (the “**Meeting**”) will be held at the offices of the Corporation at 300, 1717 10th Street, NW, Calgary, Alberta on October 30, 2015 at 10:00 a.m. (Mountain Time) for the following purposes:

1. To receive the financial statements of the Corporation for the financial year ended December 31, 2014;
2. To appoint Collins Barrow LLP as Auditors of the Corporation for the current financial year and to authorize the directors to fix the remuneration of the Auditors;
3. To fix the number of directors of the Corporation at four (4);
4. To elect directors of the Corporation for the ensuing year;
5. To consider and, if thought fit, to approve a special resolution to amend the Corporation’s Articles to authorize a change of name from “Stinton Exploration Ltd.” to “ICESoft Technologies Canada Corp.”, or such other name as may be approved by the board of directors of the Corporation in its sole discretion. The full text of the special resolution is set out in the accompanying Management Information Circular;
6. To consider and, if thought fit, to approve a special resolution to amend the Corporation’s Articles to authorize a change in Province in which the Corporation’s registered office is situated from Manitoba to British Columbia. The full text of the special resolution is set out in the accompanying Management Information Circular;
7. To consider and, if thought fit, to approve a special resolution to consolidate the issued and outstanding Common Shares of the Corporation on the basis of a ratio of one post-consolidation Common Share for each 16 outstanding pre-consolidation Common Shares. The full text of the special resolution is set out in the accompanying Management Information Circular;
8. To consider and, if thought fit, to approve an ordinary resolution ratifying and approving the Corporation’s Stock Option Plan. The full text of the ordinary resolution is set out in the accompanying Management Information Circular; and
9. To transact such other business as may properly come before the Meeting or any adjournments or postponements thereof.

The accompanying Management Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is expressly made a part of this Notice of Meeting.

The directors of the Corporation have fixed September 28, 2015 as the Record Date for the determination of shareholders entitled to receive this Notice.

A shareholder entitled to attend and vote at the Meeting is entitled to appoint a proxy to attend and vote in his, her or its stead. If you are unable to attend the Meeting in person, please complete, sign and date the

enclosed form of Proxy and return the same within the time and to the location specified in the instructions set out in the form of Proxy and Management Information Circular accompanying this Notice. A proxy will not be valid unless the completed, dated and signed form of proxy is delivered to Alliance Trust Company, #1010, 407-2nd Street SW, Calgary, Alberta T2P 2Y3, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting or any adjournment thereof.

DATED at Calgary, Alberta, this 28th day of September, 2015.

BY ORDER OF THE BOARD OF DIRECTORS:

“Brian McKinney”

Brian McKinney, President, CEO and Director

**STINTON EXPLORATION LTD.
MANAGEMENT INFORMATION CIRCULAR
DATED AS OF SEPTEMBER 28, 2015**

SOLICITATION OF PROXIES

This Management Information Circular is furnished in connection with the solicitation by the Management of Stinton Exploration Ltd. (the “**Corporation**”) of proxies to be used at the Annual and Special Meeting of shareholders (the “**Annual and Special Meeting**”) of the Corporation to be held at Suite 300, 1717 10th St. N.W., Calgary, Alberta at 10:00 AM (Mountain Time) on October 30, 2015, and at any adjournment thereof. The information contained in this Management Information Circular is given as of September 28, 2015 unless otherwise indicated. The solicitation is made by the Management of the Corporation (the “**Management**”). It is expected that the solicitation of proxies will be primarily by mail. Proxies may also be solicited personally or by telephone, by directors, officers or regular employees of the Corporation, at nominal cost, for the purposes set forth in the accompanying Notice of Annual and Special Meeting (the “**Notice of Meeting**”). The total cost of the solicitation will be borne by the Corporation.

APPOINTMENT OF PROXIES

The individuals named in the accompanying form of proxy are directors and/or officers of the Corporation. **A shareholder wishing to appoint some other person (who need not be a shareholder) to attend and act for the shareholder and on the shareholder’s behalf at the Meeting has the right to do so, either by inserting such person’s name in the blank space provided in the form of proxy and striking out the two printed names, or by completing another form of proxy.** A proxy will not be valid unless the completed, dated and signed form of proxy is delivered to Alliance Trust Company, #1010, 407 - 2nd Street SW, Calgary, Alberta T2P 2Y3, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting or any adjournment thereof.

REVOCAION OF PROXIES

In addition to revocation in any manner permitted by law, a proxy may be revoked by an instrument in writing signed by the shareholder or by the shareholder’s attorney duly authorized in writing or, if the shareholder is a corporation or association, the instrument in writing should bear the seal of such corporation or association and must be executed by an officer or by an attorney duly authorized in writing, and deposited at the registered office of the Corporation, Suite 1400 – 444 St. Mary Avenue, Winnipeg, Manitoba R3C 3T1, Attention: S. Mark Francis, at any time up to and including the last business day preceding the day of the Meeting or any adjournment thereof, or, as to any matter in respect of which a vote shall not already have been cast pursuant to such proxy, with the Chairman of the Meeting on the day of the Meeting, or at any adjournment thereof, and upon either of such deposits the proxy is revoked.

VOTING OF PROXIES

All shares represented at the Meeting by properly executed proxies will be voted or withheld from voting (including the voting on any ballot), in accordance with the instructions specified in the enclosed Form of Proxy. **In the absence of any such specification, the Proxy confers discretionary authority on the proxyholder with respect to such matter. It is intended that the Management designees, if named as proxyholder, will vote in favour of each matter referred to in the Proxy and for the nominees of Management for directors and for auditor.**

The Management designees named in the enclosed Form of Proxy are Mr. Brian McKinney and Mr. S. Mark Francis, both directors of the Corporation, and the Management designees, and have indicated their willingness to represent as proxyholder, the shareholder who appoints them.

The enclosed Form of Proxy, when properly signed, confers discretionary authority upon the persons named therein with respect to amendments or variations of matters identified in the Notice of Meeting and any other

matters which may properly be brought before the Meeting. As of the date hereof, Management of the Corporation is not aware of any such amendments to or variations of matters identified in the Notice of Meeting or of other matters to be presented for action at the Meeting. However, if any other matters which are not now known to the Management should properly come before the Meeting, then the Management designees intend to vote in accordance with the judgment of the Management of the Corporation.

SPECIAL INSTRUCTIONS FOR VOTING BY NON-REGISTERED HOLDERS

Only registered shareholders or their duly appointed proxyholders are permitted to vote at the Meeting. Shareholders of the Corporation may be “non-registered” shareholders if the shares of the Corporation they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares. More particularly, a person is not a registered shareholder in respect of shares which are held on behalf of that person (the “**Non-Registered Holder**”) but which are registered either: (a) in the name of an intermediary (an “**Intermediary**”) that the Non-Registered Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSP’s, RRIF’s, RESP’s, TFSA’s and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited) of which the Intermediary is a participant. The Corporation is not sending proxy-related materials directly to non-objecting beneficial owners (Non-Registered Holders who do not object to their identity being made known to the issuers of the securities they own). In accordance with the requirements of National Instrument 54-101 of the Canadian Securities Administrators (“**NI 54-101**”), the Corporation has, if applicable, distributed copies of the Notice of Meeting, this Management Information Circular, the Form of Proxy and Notes to Proxy and related documents together with the Audited Financial Statements of the Corporation for the year ended December 31, 2014 and related Management Discussion and Analysis (“**MD&A**”) (collectively, the “**Meeting Materials**”) to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders (and is not sending proxy-related materials using notice-and-access this year). The Corporation does not intend to pay for Intermediaries to deliver the proxy-related materials and request for voting instructions form to objecting beneficial owners (Non-Registered Holders who object to their identity being known to the issuers of securities which they own) and objecting beneficial owners will not receive the materials unless the objecting beneficial owner’s intermediary assumes the cost of delivery.

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless, in the case of certain proxy-related materials, a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders. With those Meeting Materials, Intermediaries or their service companies should provide Non-Registered Holders with a request for voting instruction form which, when properly completed and signed by the Non-Registered Holder and **returned to the Intermediary or its service company**, will constitute voting instructions which the Intermediary must follow. The purpose of this procedure is to permit Non-Registered Holders to direct the voting of the Shares which they beneficially own. **Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the completed request for voting instructions is to be delivered.**

Should a Non-Registered Holder wish to vote at the Meeting in person, the Non-Registered Holder must insert their name (or such other person as the Non-Registered Holder wishes to attend and vote on their behalf) in the blank space provided for that purpose on the request for voting instructions form and return the completed request for voting instructions form to the Intermediary or its service company or the Non-Registered Holder must submit, to their Intermediary, any other document in writing that requests that the Non-Registered Holder or a nominee of the Non-Registered Holder be appointed as proxyholder. In such circumstances an Intermediary who is the registered holder of, or holds a proxy in respect of, securities owned by a Non-Registered Holder is required under NI 54-101 to arrange, without expense to the Non-Registered Holder, to appoint the Non-Registered Holder or a nominee of the Non-Registered Holder as a proxyholder in respect of those securities. Under NI 54-101, if an Intermediary appoints a Non-Registered Holder or the nominee of the Non-Registered Holder as a proxyholder as aforesaid, the Non-Registered Holder or nominee of the Non-Registered Holder, as applicable, must be given the authority to attend, vote and otherwise act for and on behalf of the Intermediary, in respect of all matters that may come before the Meeting and any adjournment or continuance thereof, unless corporate law does not permit the giving of that authority. Pursuant to NI 54-101 an Intermediary who appoints a Non-Registered Holder or its nominee as proxyholder as aforesaid is required under NI 54-101 to deposit the proxy within the timeframe specified above for the deposit of proxies if the Intermediary obtains the instructions at least one (1) business day before the termination of that time. **If the Non-Registered Holder or a nominee of the Non-Registered Holder is appointed a**

proxyholder pursuant to such request, the appointed proxyholder will need to attend the Meeting in person in order for their votes to be counted.

Only registered shareholders have the right to revoke a proxy. Non-Registered Holders who wish to change their vote must in sufficient time in advance of the Meeting, arrange for their respective Intermediaries to change their vote and if necessary revoke their proxy in accordance with the revocation procedures set out above.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The authorized capital of the Corporation consists of an unlimited number of Common Shares. As at the date of this Management Information Circular, there are 494,100,000 Common Shares issued and outstanding, each such share carrying the right to one vote at the Meeting. The Corporation has no other classes of shares outstanding.

Each shareholder of record on September 28, 2015 (the “**Record Date**”) is entitled to receive notice of, to attend and to vote at the Meeting.

The By-laws of the Corporation provide that a quorum for the transaction of business at the Meeting is at least two persons present in person or by proxy and each entitled to vote at the Meeting, holding in the aggregate not less than 10% of the issued shares entitled to be voted at the Meeting.

Except where otherwise stated, and other than the election of directors, a simple majority of 50% plus 1 of the votes cast at the Meeting is required to approve the matters being submitted to a vote of shareholders at the Meeting.

To the knowledge of the directors and executive officers of the Corporation, as at September 28, 2015, only the following shareholders beneficially own, or control or direct, directly or indirectly, Common Shares carrying 10% or more of the voting rights attached to all outstanding voting securities of the Corporation entitled to vote at the Meeting:

Name of Shareholder	Number of Common Shares Beneficially, Owned, Controlled or Directed (directly or indirectly)	Percentage of Issued and Outstanding Common Shares as of the date hereof
Bruce W. Derrick	176,986,080	35.82%
Brian McKinney	132,278,240 ⁽¹⁾	26.77%
Derrick Hunter	50,905,920 ⁽²⁾	10.30%

(1) Includes 14,215,520 Common Shares owned by Mr. McKinney’s spouse, 41,685,760 Common Shares owned by McKinney Limited Partnership and 76,376,960 Common Shares owned by McKinney Family Trust. McKinney Limited Partnership is controlled by Mr. McKinney. Mr. McKinney is a trustee and potential beneficiary of McKinney Family Trust.

(2) Includes 49,305,920 Common Shares owned by Bluesky Equities Ltd. and 1,600,000 Common Shares owned by Geoduck Developments Limited. Bluesky Equities Ltd. is a private company which is wholly-owned by Derrick Hunter. Geoduck Developments Limited is a private company which is wholly-owned by Mr. Hunter and his spouse.

STATEMENT OF EXECUTIVE COMPENSATION

COMPENSATION DISCUSSION AND ANALYSIS

In assessing the compensation of its NEOs (as defined below), the Corporation does not currently have in place any formal objectives, criteria or analysis; instead, it relies mainly on discussions of the Board. No compensation was paid to executive officers during the most recently completed financial year.

The Board considers the implications of the risks associated with the Corporation's compensation policies and practices. The Board does not believe that its current compensation practices create a material risk that the NEOs or any employee would be encouraged to take inappropriate or excessive risks, and no such risks have been detected to date. The Board will continue to include this consideration in its deliberations, and believes that it would detect actions of Management and employees of the Corporation that constitute or would lead to inappropriate or excessive risks

The Corporation does not have a policy that would prohibit NEOs or directors from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

The Corporation currently does not have a compensation committee in place but may establish a compensation committee in the future to assist the Board in fulfilling its responsibility to shareholders, potential shareholders and the investment community by reviewing and providing recommendations to the Board regarding executive compensation, succession plans for executive officers, and the Corporation's overall compensation and benefits policies, plans and programs.

On September 24, 2015, pursuant to an amalgamation agreement with 9425420 Canada Inc. ("**Subco**"), a wholly-owned subsidiary of the Corporation, and ICESoft Technologies Canada Corp. ("**ICESoft**"), the Corporation acquired the business and assets of ICESoft (the "**RTO**"). Pursuant to the RTO, ICESoft and Subco amalgamated and continued as one corporation that is a wholly-owned subsidiary of the Corporation. On completion of the RTO, the NEOs during the most recently completed financial year resigned and the following officers were appointed: Brian McKinney (President & CEO); and Wilbur Turner (VP Sales). Prior to the RTO, Mr. McKinney and Mr. Turner received annual salaries of \$153,000 and \$91,567 respectively as officers of ICESoft for the financial years ended December 31, 2014 and December 31, 2013. Mr. McKinney and Mr. Turner's current annual salaries are \$153,000 and \$91,567 respectively. Any future adjustments shall be subject to board approval.

SUMMARY COMPENSATION TABLE

The following table provides a summary of compensation paid, directly or indirectly, for each of the three most recently completed financial years to the following persons (collectively, the "**Named Executive Officers**" or "**NEOs**"):

- (a) the Chief Executive Officer ("**CEO**");
- (b) the Chief Financial Officer ("**CFO**");
- (c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for the most recently completed financial year; and
- (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the company, nor acting in a similar capacity, at the end of that financial year.

Name and Principal Position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Wayne Stebbe, Chief Executive Officer ⁽¹⁾⁽²⁾	2014	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Name and Principal Position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
	2013	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2012	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
David Gurvey, Chief Financial Officer ⁽¹⁾⁽²⁾	2014	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2013	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2012	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

- (1) Wayne Stebbe and David Gurvey resigned as Chief Executive Officer and Chief Financial Officer, respectively, on September 24, 2015 on closing of the RTO.
- (2) Wayne Stebbe and David Gurvey were also directors of the Corporation until they resigned on September 24, 2015 on closing of the RTO. Messrs Stebbe and Gurvey received no compensation in their capacity as directors.

INCENTIVE PLAN AWARDS

The Corporation did not have a long-term incentive plan in place until the stock option plan (the “**Option Plan**”) was adopted by the directors of the Corporation effective September 24, 2015. Therefore, there were no awards made under any long-term incentive plan to the Named Executive Officers during the fiscal year ended December 31, 2014. For a description of the Option Plan, please see “*Particulars of Special Matters to be Acted On – Approval of Stock Option Plan*” below.

PENSION PLAN BENEFITS

The Corporation does not have a pension plan in place and therefore there were no pension plan benefit awards made to the Named Executive Officers during the fiscal year ended December 31, 2014.

TERMINATION AND CHANGE OF CONTROL BENEFITS

Other than as set out below, there are no contracts, agreements, plans or arrangements that provide for payments to a Named Executive Officer at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of the Corporation or a change in a Named Executive Officers responsibilities.

Brian McKinney’s employment agreement provides that in the event of termination without just cause, he shall be entitled to two months’ salary in lieu of notice with full benefits continuing for two months beyond the last day of service. The estimated incremental payments, payables and benefits which might be paid by the Corporation to Mr. McKinney in the event of his termination without just cause if such termination occurred on December 31, 2014 would be, in the aggregate, approximately \$82,875 (which includes \$57,375 in respect of 90 owed vacation days).

In the event of termination in association with a change of control (within 90 days prior to, or 365 days following, a change of control), Mr. McKinney is entitled to nine months’ salary with full benefits continuing for nine months beyond the last day of service. In addition, all unexercised and unvested options shall immediately vest and remain exercisable for the lesser period of 365 days following the last day of service or the expiry date of the original option grant. The estimated incremental payments, payables and benefits which might be paid by the Corporation to Mr.

McKinney in the event of his termination in association with a change of control if such termination occurred on December 31, 2014 would be, in the aggregate, approximately \$172,125 (which includes \$57,375 in respect of 90 owed vacation days).

Wilbur Turner's employment agreement provides that in the event of termination without just cause, he shall be entitled to two months' salary in lieu of notice with full benefits continuing for two months beyond the last day of service. The estimated incremental payments, payables and benefits which might be paid by the Corporation to Mr. Turner in the event of his termination without just cause if such termination occurred on December 31, 2014 would be, in the aggregate, approximately \$15,261.

In the event of termination in association with a change of control (within 90 days prior, to or 365 days following, a change of control), Mr. Turner is entitled to six months' salary with full benefits continuing for six months beyond the last day of service. In addition, all unexercised and unvested options shall immediately vest and remain exercisable for the lesser period of 365 days following the last day of service or the expiry date of the original option grant. The estimated incremental payments, payables and benefits which might be paid by the Corporation to Mr. Turner in the event of his termination in association with a change of control if such termination occurred on December 31, 2014 would be, in the aggregate, approximately \$45,783.

DIRECTOR COMPENSATION

No compensation was paid to directors during the most recently completed financial year or any previously completed financial year.

Name ⁽¹⁾	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Eric Hinton	Nil	-	-	-	-	-	Nil
S. Mark Francis	Nil	-	-	-	-	-	Nil
Keith Sinclair	Nil	-	-	-	-	-	Nil

(1) Eric Hinton and Keith Sinclair resigned as directors, on September 24, 2015 on closing of the RTO.

MANAGEMENT CONTRACTS

There are no management functions of the Corporation which are to any substantial degree performed by a person or company other than the directors or executive officers of the Corporation.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed herein, the Corporation is not aware of any material transaction involving any director or executive officer of the Corporation, any director or executive officer of any shareholder who holds more than 10% of the voting rights attached to the Common Shares of the Corporation, any proposed nominee for election as a director of the Corporation, or any shareholder who holds more than 10% of the voting rights attached to the Common Shares of the Corporation or any associate or affiliate of any of the foregoing, which has been entered into since the commencement of the Corporation's last completed financial year or in any proposed transaction which, in either case, has materially affected or will materially affect the Corporation or any of its subsidiaries.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Except as disclosed herein, no director or executive officer of the Corporation, no proposed nominee for election as a director of the Corporation and no associate or affiliate of the foregoing has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the directors or executive officers of the Corporation has been indebted to the Corporation or its subsidiaries during the financial year ended December 31, 2014.

CORPORATE GOVERNANCE

The following disclosure relates to the Corporation's Corporate Governance Practices as required under National Instrument 58-101 - *Disclosure of Corporate Governance Practices*.

Board of Directors

The Board facilitates its exercise of independent supervision over the Corporation's Management through frequent formal and informal meetings of the Board.

A majority of the members of the Board qualify as "independent", namely Derrick Hunter, Bruce Derrick and S. Mark Francis. An "independent" director is a director who has no direct or indirect "material relationship" with the Corporation. A "material relationship" means a relationship which could, in the view of the Corporation's Board, reasonably interfere with the exercise of a member's independent judgment. Section 1.4 of National Instrument 52-110 – *Audit Committees* ("NI 52-110") contains further clarification of the meaning of "independence" and what constitutes a "material relationship". Brian McKinney is an executive officer of the Corporation and therefore is not an independent director.

Directorships

The following table sets forth information for each director of the Corporation who is presently a director of any other reporting issuers (or the equivalent in another jurisdiction):

Name of Director	Reporting Issuer(s) or Equivalent
S. Mark Francis	Exploratus Ltd.

Orientation and Continuing Education

The Board briefs all new directors with respect to the policies of the Board and other relevant corporate and business information. The Board does not provide any formal continuing education.

Ethical Business Conduct

The Board believes that the fiduciary duties placed on individual directors by the common law and the Corporation's governing corporate legislation and the restrictions placed by such legislation on an individual director's participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of Management and in the best interests of the Corporation.

Nomination of Directors

The Board is responsible for identifying individuals qualified to become new Board members and recommending new director nominees. New nominees must have relevant experience in business management, special expertise in

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an area of strategic interest to the Corporation and the willingness to devote the required time and support the Corporation's objectives.

Compensation

The Board conducts reviews with regard to directors' and chief executive officer's compensation once a year. To make its recommendation on directors' and the chief executive officer's compensation, the Board takes into account the types of compensation and the amounts paid to directors and chief executive officers of comparable publicly traded Canadian companies.

Board Committees

The Corporation has no other committees other than the Audit Committee.

Assessments

To satisfy itself that the Board, the Audit Committee, and its individual directors are performing effectively, the Board monitors the adequacy of information given to directors, communication between the Board and Management and the strategic direction and processes of the Board and Audit Committee.

AUDIT COMMITTEE DISCLOSURE

The Audit Committee's Charter

The Charter of the Corporation's Audit Committee is attached to this Management Information Circular as Schedule A.

Composition of the Audit Committee

The Audit Committee is composed of Derrick Hunter, Bruce Derrick and S. Mark Francis. All of the members of the Audit Committee are independent and financially literate, as defined under NI 52-110.

Relevant Education and Experience

Derrick Hunter holds an MBA (Finance Major) from the University of Calgary and has completed multiple university courses in financial, managerial and tax accounting. Mr. Hunter has founded or co-founded multiple companies in energy, real estate and technology industries. Mr. Hunter previously sat on the audit committee of Pocaterra Resources Ltd. (TSX-V).

S. Mark Francis has previously acted as an investment advisor in Manitoba and has consulted to stock exchanges for over 10 years in various capacities. Mr. Francis earned the "CIM" Canadian Investment Manager designation, and is also educated through industry courses in various derivatives such as options, commodities, and futures contracts. Mr. Francis has extensive experience reading financial statements, and has served on audit committees in the past, but does not have experience in the daily core accounting tasks of bookkeeping and recording of revenues and expenses.

Bruce Derrick holds a Business degree with a minor in Accounting as well as an MBA in Finance and Real Estate. Mr. Derrick has 40 years of experience in project financing for commercial real estate projects and has supervised the production of financial statements for the projects. Mr. Derrick has sat on a bank advisory board for approximately 8 years, attending all regular board meetings as an active, but non-voting member. Mr. Derrick currently sits on the boards of several private companies.

Audit Committee Oversight

At no time since the commencement of the Corporation's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Reliance on Certain Exemptions

At no time since the commencement of the Corporation's most recently completed financial year has the Corporation relied on the exemption in Section 2.4 of NI 52-110 (de minimis non-audit services) or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

Formal policies and procedures for the engagement of non-audit services have not been adopted. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Board, and where applicable by the Audit Committee, on a case by case basis.

External Auditor Service Fees (By Category)

The aggregate fees billed by the Corporation's external auditors in each of the last two fiscal years for audit fees are as follows:

Financial Year Ending	Audit Fees	Audit-Related Fees	Tax Fees	All Other Fees
December 31, 2014	\$9,628	Nil	\$422 ⁽¹⁾	Nil
December 31, 2013	\$9,550	Nil	\$618 ⁽¹⁾	Nil

(1) Services regarding assistance with preparation and filing of corporate income tax returns.

Exemption

The Corporation is relying on the exemption from full compliance with NI 52-110 granted to Venture Issuers under Part 6 of NI 52-110.

PARTICULARS OF ANNUAL MATTERS TO BE ACTED ON

Appointment and Remuneration of Auditors

The Audit Committee of the Corporation recommends that Collins Barrow Calgary LLP ("CB") be reappointed as auditor for the Corporation to hold office until the next annual meeting of shareholders and that the shareholders authorize the directors to fix the remuneration of the auditors.

CB was appointed as auditors of the Corporation effective on September 24, 2015 (on closing of the RTO), replacing the Corporation's former auditor, MNP LLP, Chartered Accountants ("MNP"). The change of auditors was not a result of any "reportable event" as such term is defined in National Instrument 51-102 ("NI 51-102").

Enclosed with this Management Information Circular is a copy of the Reporting Package (as defined in NI 51-102) that has been filed with the requisite securities regulatory authorities in connection with the changes in auditor. The Reporting Package is attached hereto as Schedule B and forms a part of this Management Information Circular. The Reporting Packages consists of: (i) Notice of Change of Auditor dated effective September 24, 2015 with respect to the resignation of MNP and the appointment of CB; (ii) Letter from MNP; and (iii) Letter from CB.

Number of Directors

The Articles of the Corporation provide that the number of directors of the Corporation shall be a minimum of one (1) and a maximum of twenty (20).

Management of the Corporation is seeking shareholder approval of a special resolution, which must be passed by a majority of not less than two-thirds (66%) of the votes cast by shareholders present in person or by proxy at the Meeting, determining the number of directors of the Corporation at four (4) for the ensuing year.

Election of Directors

No class of shareholders has the right to elect a specified number of directors or to cumulate their votes with respect to the election of directors.

The term of office of each of the present directors expires at the Meeting. The persons named below will be presented for election at the Meeting as Management's nominees. Management does not contemplate that any of these nominees will be unable to serve as a director. Each director elected will hold office until the next annual meeting of the Corporation or until his or her successor is elected or appointed, unless his or her office is earlier vacated in accordance with the Articles and Bylaws of the Corporation or with the provisions of the *Canada Business Corporations Act* (the "CBCA").

Name, Province/State, Country of Residence and Present Position with the Corporation	Date Became Director	Number of Common Shares Beneficially Owned or Controlled or Directed, Directly or Indirectly	Principal Occupation for past Five Years
BRIAN McKINNEY Alberta, Canada President, CEO and Director	September 24, 2015	132,278,240 ⁽²⁾ (26.77%)	Currently President and CEO of the Corporation. Prior to the RTO, President and CEO of ICEsoft a provider of enterprise software and services to medium and large scale corporations.
DERRICK HUNTER ⁽¹⁾ Alberta, Canada Director	September 24, 2015	50,905,920 ⁽³⁾ (10.30%)	Independent Investor
BRUCE DERRICK ⁽¹⁾ Texas, USA Director	September 24, 2015	176,986,080 (35.82%)	President & CEO, Derrick Interests Inc., which develops, leases and manages office, retail, warehouse and built-to-suit space in Texas, Florida, and Georgia.
S. MARK FRANCIS ⁽¹⁾ Alberta, Canada Director	September 24, 2015	385,000 (0.01%)	Business Consultant

(1) Member of Audit Committee

(2) Includes 14,215,520 Common Shares owned by Mr. McKinney's spouse, 41,685,760 Common Shares owned by McKinney Limited Partnership and 76,376,960 Common Shares owned by McKinney Family Trust. McKinney Limited Partnership is controlled by Mr. McKinney. Mr. McKinney is a trustee and potential beneficiary of McKinney Family Trust.

(3) Includes 49,305,920 Common Shares owned by Bluesky Equities Ltd. and 1,600,000 Common Shares owned by Geoduck Developments Limited. Bluesky Equities Ltd. is a private company which is wholly-owned by Derrick Hunter. Geoduck Developments Limited is a private company which is wholly-owned by Mr. Hunter and his spouse.

Corporate Cease Trade Orders or Bankruptcies

To the best of the knowledge of the Corporation and its Management, no proposed director of the Corporation:

- (a) is, as of the date of this Management Information Circular, or has been, within 10 years before the date of this Management Information Circular, a director, chief executive officer or chief financial officer of any company (including the Corporation) that, while acting in that capacity,

- (i) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation that was in effect for more than 30 days (an “**Order**”) that was issued while the proposed director was acting in the capacity of director, chief executive officer or chief financial officer, or
 - (ii) was subject to an Order that was issued after the proposed director, chief executive officer or chief financial officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity of director, chief executive officer or chief financial officer; or
- (b) is, at the date of this Management Information Circular, or has been within 10 years before the date of the Management Information Circular, a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within 10 years before the date of this Management Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Penalties or Sanctions

None of the proposed nominees for election as a director of the Corporation has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

PARTICULARS OF SPECIAL MATTERS TO BE ACTED ON

Change of Name

It is Management’s view that it is in the best interest of the Corporation to change its name to “ICEsoft Technologies Canada Corp.” or to such other name as the directors may approve at their discretion in order to more accurately identify the business of the Corporation following the RTO. At the Meeting, shareholders will be asked to approve the following special resolution:

“**RESOLVED** as a special resolution, that:

1. the Corporation is hereby authorized to amend its articles to change the Corporation’s name from “Stinton Exploration Ltd.” to “ICEsoft Technologies Canada Corp.” or such other name as may be approved by the board of directors of the Corporation in its sole discretion;
2. any one or more directors or officers of the Corporation are hereby authorized, for and on behalf of the Corporation, to do all acts and things and to execute under the seal of the Corporation or otherwise and to deliver all such documents, instruments and writings as may be necessary or desirable in connection with the giving effect to the name change; and
3. notwithstanding the approval of the shareholders of the Corporation as herein provided, the board of directors of the Corporation be and is hereby authorized in its sole and absolute discretion to abandon this special resolution at any time prior to the filing of the articles of amendment giving effect to the foregoing.”

(the “**Name Change Resolution**”)

The directors recommend that shareholders vote “FOR” the Name Change Resolution. Unless otherwise instructed, the Management designee proxyholders will vote “FOR” the Name Change Resolution.

To approve the Name Change Resolution, the special resolution must be passed by a majority of not less than two-thirds (66⅔%) of the votes cast by shareholders present in person or by proxy at the Meeting. If so approved, the Name Change Resolution will become effective upon the filing of the articles of amendment for the Corporation. The special resolution for the Name Change Resolution includes a resolution to give the Board, at its sole discretion, authority to not file articles of amendment and thereby not effect the Name Change Resolution.

Change of Province of Registered Office

The Corporation's current registered office is located at Suite 1400 – 444 St. Mary Avenue, Winnipeg, Manitoba R3C 3T1. The operations office for the Corporation is located at Calgary, Alberta and the Corporation no longer has active personnel in Manitoba. As a result, the Corporation's ties to that province are now minimal.

In the view of Management and the Board, it is desirable to have the registered office of the Corporation situated in the Province of British Columbia.

To change the province in which the Corporation's registered office is situated, the articles of the Corporation must be amended pursuant to Section 173(1)(b) of the CBCA. Such an amendment must be authorized by a special resolution of the shareholders of the Corporation. At the Meeting, the shareholders will therefore be asked to consider, and if deemed appropriate, to approve a special resolution amending the articles of the Corporation to change the location of the Corporation's registered office from the Province of Manitoba to the Province of British Columbia (the "**Registered Office Change Resolution**").

If the Registered Office Change Resolution is approved at the Meeting, the Corporation will file articles of amendment following the Meeting reflecting the change in province.

At the Meeting, shareholders will be asked to consider and approve a special resolution, in substantially the following form, in order to approve the Registered Office Change Resolution:

“RESOLVED as a special resolution, that:

1. the Corporation is hereby authorized to amend its articles to change the Corporation's registered office from the Province of Manitoba to the Province of British Columbia;
2. any one or more directors or officers of the Corporation are hereby authorized, for and on behalf of the Corporation, to do all acts and things and to execute under the seal of the Corporation or otherwise and to deliver all such documents, instruments and writings as may be necessary or desirable in connection with the change of registered office of the Corporation from the Province of Manitoba to the Province of British Columbia without further resolution; and
3. notwithstanding the approval of the shareholders of the Corporation as herein provided, the board of directors of the Corporation be and is hereby authorized in its sole and absolute discretion to abandon this special resolution at any time prior to the filing of the articles of amendment giving effect to the foregoing.”

The directors recommend that shareholders vote “FOR” the Registered Office Change Resolution. Unless otherwise instructed, the Management designee proxyholders will vote “FOR” the Registered Office Change Resolution.

To approve the Registered Office Change Resolution, the special resolution must be passed by a majority of not less than two-thirds (66⅔%) of the votes cast by shareholders present in person or by proxy at the Meeting. If so approved, the Registered Office Change Resolution will become effective upon the filing of the articles of amendment for the Corporation. The special resolution for the Registered Office Change Resolution includes a resolution to give the Board, at its sole discretion, authority to not file articles of amendment and thereby not effect the Registered Office Change Resolution.

Share Consolidation

At the Meeting, shareholders will be asked to consider a special resolution to consolidate the outstanding Common Shares on the basis of a ratio of one post-consolidation Common Share for each 16 outstanding pre-consolidation Common Shares (the “**Consolidation Resolution**”).

The Board believes it is in the best interest of the Corporation to consolidate the issued and outstanding Common Shares of the Corporation on the basis of a ratio of one post-consolidation Common Share for each 16 outstanding pre-consolidation Common Shares (the “**Share Consolidation**”). As at the date hereof, 494,100,000 Common Shares are issued and outstanding. If the proposed Share Consolidation is implemented, the number of Common Shares issued and outstanding will be reduced to approximately 30,881,250 Common Shares.

Although shareholder approval for the Share Consolidation is being sought at the Meeting, the Share Consolidation would become effective at a date in the future to be determined by the Corporation when it is considered to be in the best interest of the Corporation to implement the Share Consolidation. The Board may determine not to implement the Share Consolidation at any time after the Meeting without further action on the part of or notice to the shareholders.

The proposed Share Consolidation is being contemplated as a way to meet the minimum listing requirements and to potentially increase the trading price of the Common Shares since the Corporation is contemplating seeking listing on the Canadian Securities Exchange (or other exchange) and the rules of the Canadian Securities Exchange require a minimum trading price.

If the special resolution is approved by the shareholders, the Share Consolidation would only be implemented, if at all, upon a determination by the Board that it is in the best interest of the Corporation and its shareholders at that time.

There can be no assurance whatsoever that any increase in the market price per Common Share will result from the proposed Share Consolidation and there is no assurance whatsoever that the Common Shares of the Corporation will be listed on the Canadian Securities Exchange.

No fractional Common Shares of the Corporation will be issued in connection with the Share Consolidation and, in the event that a shareholder would otherwise be entitled to receive a fractional share upon such Share Consolidation, the number of Common Shares to be received by such shareholder will be rounded down to the nearest whole Common Share.

At the Meeting, shareholders will be asked to consider and approve a special resolution, in substantially the following form, in order to approve the Share Consolidation Resolution:

“**RESOLVED** as a special resolution, that:

1. the Corporation is hereby authorized to amend its articles to consolidate all of the issued and outstanding Common Shares of the Corporation on the basis of one post-consolidated share for every 16 pre-consolidated shares;
2. in the event that the consolidation would otherwise result in the issuance of a fractional share, no fractional share shall be issued and such fractional share will be rounded down to the nearest whole number;
3. any one or more directors or officers of the Corporation are hereby authorized, for and on behalf of the Corporation, to do all acts and things and to execute under the seal of the Corporation or otherwise and to deliver all such documents, instruments and writings as may be necessary or desirable in connection with the consolidation; and
4. notwithstanding the approval of the shareholders of the Corporation as herein provided, the board of directors of the Corporation be and is hereby authorized in its sole and absolute discretion to abandon this special resolution at any time prior to the filing of the articles of amendment giving effect to the foregoing.”

The directors recommend that shareholders vote “FOR” the Consolidation Resolution. Unless otherwise instructed, the Management designee proxyholders will vote “FOR” the Consolidation Resolution.

To approve the Consolidation Resolution, the special resolution must be passed by a majority of not less than two-thirds (66⅔%) of the votes cast by shareholders present in person or by proxy at the Meeting. If so approved, the Consolidation Resolution will become effective upon the filing of the articles of amendment for the Corporation. The special resolution for the Consolidation Resolution includes a resolution to give the Board, at its sole discretion, authority to not file articles of amendment and thereby not effect the Consolidation Resolution.

Approval of Stock Option Plan

Effective September 24, 2015, on closing of the RTO, the Board approved and adopted the Option Plan. The purpose of the Option Plan is to offer incentive to directors, officers, employees and others who provide services to the Corporation or its subsidiaries. The Option Plan is designed to encourage their long-term association with the Corporation by aligning their interests with the interests of the Corporation’s shareholders. The Stock Option Plan is a “rolling” stock option plan reserving a maximum of 15% of the issued shares of the Corporation at the time of the stock option grant. As of September 28, 2015, the Corporation has 72,640,000 outstanding options and 1,475,000 Common Shares remain available for issuance pursuant to the Option Plan.

Particulars of the Option Plan

Set out below is a summary of the principal terms and conditions of the Option Plan, a copy of which is attached as Schedule C to this Management Information Circular.

- (a) The Option Plan is administered by the Board or a committee appointed by the Board. The Board shall, at its sole discretion, determine to whom the options may be granted, the number of Common Shares covered by each option, the exercise price, the vesting period and the expiry date under such terms and conditions as are permitted under the Option Plan.
- (b) The aggregate number of Common Shares that may be reserved for issuance under the Option Plan will not exceed 15% of the Common Shares issued and outstanding at the grant date. Any Common Shares reserved for issuance under previously granted options which are forfeited or expire unexercised will again be available to be reserved for issuance under further grants of options under the Option Plan.
- (c) The Option Plan provides that options may be granted to directors, officers, employees, management company employees and consultants of the Corporation and its subsidiaries.
- (d) If the Common Shares are listed on an organized trading facility, the exercise price of any option shall not be less than the minimum price prescribed by such organized trading facility, as of the grant date of the applicable option.
- (e) The expiry date of any option shall not go beyond ten years from the grant date of the applicable option.
- (f) The maximum number of Common Shares which may be reserved for issuance to “related persons” (as defined in National Instrument 45-106) under the Option Plan shall be 10% of the number of Common Shares outstanding at the relevant time.
- (g) The maximum number of Common Shares which may be reserved for issuance to any one related person under the Option Plan shall be 5% of the number of Common Shares outstanding at the relevant time.
- (h) The maximum number of options which may be granted to related persons under the Option Plan within any 12 month period shall be 10% of the number of Common Shares outstanding at the relevant time.

- (i) The maximum number of options which may be granted to any one related person under the Option Plan within any 12 month period shall be 5% of the number of Common Shares outstanding at the relevant time.
- (j) Subject to applicable regulatory requirements, the Board may, in its sole and absolute discretion, amend, suspend, discontinue or terminate the Option Plan without notice to or approval by the shareholders of the Corporation.
- (k) An option holder may exercise an option at any time during the exercise period up to the expiry date. If an option holder holds an option as a director or officer and ceases to hold such position during the option exercise period, the expiry date shall be 90 days following the date the option holder ceases to hold office. If an option holder holds an option as an employee or management company employee and ceases to hold such position without cause during the option exercise period, the expiry date shall be 30 days following the date the option holder ceases to be employed.

At the Meeting, Management intends to present the resolution below (the “**Option Plan Resolution**”) pursuant to which shareholders will be asked to ratify and approve the Option Plan in substantially the form attached as Schedule C to this Management Information Circular.

“**RESOLVED** that:

1. the Stock Option Plan (the “**Option Plan**”), in substantially the form presented to this Meeting, is hereby ratified and approved, and is hereby directed to be attached to the minutes of this Meeting as a Schedule thereto;
2. the Option Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Corporation;
3. any committee created pursuant to the Option Plan is authorized to make such amendments to the Option Plan from time to time as the Board may, in its discretion, consider to be appropriate, provided that such amendments will be subject to the approval of all applicable regulatory authorities and in certain cases, in accordance with the terms of the Option Plan, the shareholders;
4. the approval of the Option Plan by the board of directors of the Corporation is hereby ratified and any one director or officer of the Corporation is hereby authorized to execute any other documents as such director or officer deems necessary to give effect to the transactions contemplated in the Option Plan; and
5. any director or officer of the Corporation is authorized and directed, for and on behalf and in the name of the Corporation, to execute and deliver all such documents and do or cause to be done all such other acts and things deemed necessary or desirable as in the opinion of such director or officer in order to give effect to this resolution.”

The directors recommend that shareholders vote “FOR” the Option Plan Resolution. Unless otherwise instructed, the Management designee proxyholders will vote “FOR” the Option Plan Resolution.

The above resolution must be approved by a simple majority of the Company’s disinterested shareholders present in person or represented by proxy at the Meeting. In determining whether such approval has been obtained it is expected that the votes of 360,931,240 Common Shares will be excluded from voting on the Option Plan Resolution.

OTHER MATTERS

Management of the Corporation knows of no matters to come before the Meeting other than those referred to in the Notice of Meeting and this Management Information Circular. However, if any other matters properly come before the Meeting, it is the intention of the persons named in the Proxy to vote with regard to those matters in accordance with the judgment of the Management of the Corporation.

Shareholder Proposals

Pursuant to Section 137 of the CBCA, any notice of a shareholder proposal intended to be raised at next year's annual meeting of shareholders of the Corporation must be submitted to the Corporation at its registered office on or before June 28, 2016 to be considered for inclusion in the Management Information Circular for the annual meeting of the shareholders next year.

Shareholder proposals need be recognized only if made in accordance with the foregoing procedure and the provisions of the CBCA.

Additional Information

Additional information relating to the Corporation, including financial statements and MD&A for the financial years ended December 31, 2013 and December 31, 2012, is available on SEDAR at www.sedar.com under our name, Stinton Exploration Ltd. Financial information is provided in our comparative financial statements and MD&A for our most recently completed financial year. Copies of our financial statements and MD&A can be obtained by contacting the Corporation in writing at 300 - 717 10th St. N.W., Calgary, Alberta, T2M 4S2, Attention: Brian McKinney. Copies of such documents will be provided to shareholders free of charge.

APPROVAL BY THE BOARD OF DIRECTORS

The contents of this Management Information Circular have been approved and the delivery of it to each shareholder, director and auditor of the Corporation entitled thereto and to the appropriate regulatory agencies has been authorized by the Board of Directors of the Corporation.

Dated at Calgary, Alberta as of the 28th day of September, 2015.

BY ORDER OF THE BOARD OF DIRECTORS

"Brian McKinney"

Brian McKinney
President, Chief Executive Officer and Director

SCHEDULE A

AUDIT COMMITTEE CHARTER STINTON EXPLORATION LTD.

1. OVERALL PURPOSE AND OBJECTIVES

The Audit Committee will assist the directors (the “Directors”) of the Issuer in fulfilling their responsibilities under applicable legal and regulatory requirements. To the extent considered appropriate by the Audit Committee or as required by applicable legal or regulatory requirements, the Audit Committee will review the financial reporting process of the Issuer, the system of internal controls and management of the financial risks of the Issuer and the audit process of the financial information of the Issuer. In fulfilling its responsibilities, the Audit Committee should maintain an effective working relationship with the Directors, management of the Issuer and the external auditor of the Issuer as well as monitor the independence of the external auditor.

2. AUTHORITY

- (a) The Audit Committee shall have the authority to:
- (i) engage independent counsel and other advisors as the Audit Committee determines necessary to carry out its duties;
 - (ii) set and pay the compensation for any advisors employed by the Audit Committee;
 - (iii) communicate directly with the internal and external auditor of the Audit Corporation and require that the external auditor of the Issuer report directly to the Audit Committee; and
 - (iv) seek any information considered appropriate by the Audit Committee from any employee of the Issuer.
- (b) The Audit Committee shall have unrestricted and unfettered access to all personnel and documents of the Issuer and shall be provided with the resources reasonably necessary to fulfill its responsibilities.

3. MEMBERSHIP AND ORGANIZATION

- (a) The Audit Committee will be composed of at least three members. The members of the Audit Committee shall be appointed by the Directors to serve one-year terms and shall be permitted to serve an unlimited number of consecutive terms. The majority of the members of the Audit Committee must be Directors who are independent and financially literate to the extent required by (and subject to the exemptions and other provisions set out in) applicable laws, rules and regulations, and stock exchange requirements (“Applicable Laws”). In this Charter, the terms “independent” and “financially literate” have the meaning ascribed to such terms by Applicable Laws.
- (b) The chairman of the Audit Committee will be an independent Director and will be appointed by the Audit Committee from time to time and must have such accounting or related financial management expertise as the Directors may determine in their business judgment.
- (c) The secretary of the Audit Committee will be the chosen by the Audit Committee.
- (d) The Audit Committee may invite such persons to meetings of the Audit Committee as the Audit Committee considers appropriate, except to the extent exclusion of certain persons is required pursuant to this Charter or Applicable Laws.
- (e) The Audit Committee may invite the external auditor of the Issuer to be present at any meeting of the Audit Committee and to comment on any financial statements, or on any of the financial aspects, of the Issuer.

- (f) The Audit Committee will meet as considered appropriate or desirable by the Audit Committee. Any member of the Audit Committee or the external auditor of the Issuer may call a meeting of the Audit Committee at any time upon 48 hours prior written notice.
- (g) All decisions of the Audit Committee shall be by simple majority and the chairman of the Audit Committee shall not have a deciding or casting vote.
- (h) Minutes shall be kept in respect of the proceedings of all meetings of the Audit Committee.
- (i) No business shall be transacted by the Audit Committee except at a meeting of the members thereof at which a majority of the members thereof is present.
- (g) The Audit Committee may transact its business by a resolution in writing signed by all the members of the Audit Committee in lieu of a meeting of the Audit Committee.

4. ROLE AND RESPONSIBILITIES

To the extent considered appropriate or desirable or required by applicable legal or regulatory requirements, the Audit Committee shall:

- (a) recommend to the Directors
 - (i) the external auditor to be nominated for the purpose of preparing or issuing an auditor's report on the annual financial statements of the Issuer or performing other audit, review or attest services for the Issuer, and
 - (ii) the compensation to be paid to the external auditor of the Issuer;
- (b) review the proposed audit scope and approach of the external auditor of the Issuer and ensure no unjustifiable restriction or limitations have been placed on the scope of the proposed audit;
- (c) meet separately and periodically with the management of the Issuer, the external auditor of the Issuer and the internal auditor (or other personnel responsible for the internal audit function of the Issuer) of the Issuer to discuss any matters that the Audit Committee, the external auditor of the Issuer or the internal auditor of the Issuer, respectively, believes should be discussed privately;
- (d) be directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report on the annual financial statements of the Issuer or performing other audit, review or attest services for the Issuer, including the resolution of disagreements between management of the Issuer and the external auditor of the Issuer regarding any financial reporting matter and review the performance of the external auditor of the Issuer;
- (e) review judgmental areas, for example those involving a valuation of the assets and liabilities and other commitments and contingencies of the Issuer;
- (f) review audit issues related to the material associated and affiliated entities of the Issuer that may have a significant impact on the equity investment therein of the Issuer;
- (g) meet with management and the external auditor of the Issuer to review the annual financial statements of the Issuer and the results of the audit thereof;
- (h) review and determine if internal control recommendations made by the external auditor of the Issuer have been implemented by management of the Issuer;
- (i) pre-approve all non-audit services to be provided to the Issuer or any subsidiary entities thereof by the external auditor of the Issuer and, to the extent considered appropriate:

- (i) adopt specific policies and procedures in accordance with Applicable Laws for the engagement of such non-audit services; and/or
 - (ii) delegate to one or more independent members of the Audit Committee the authority to pre-approve all non-audit services to be provided to the Issuer or any subsidiary entities thereof by the external auditor of the Issuer provided that the other members of the Audit Committee are informed of each such non-audit service;
- (j) consider the qualification and independence of the external auditor of the Issuer, including reviewing the range of services provided by the external auditor of the Issuer in the context of all consulting services obtained by the Issuer;
- (k) consider the fairness of the Interim Financial Report and financial disclosure of the Issuer and review with management of the Issuer whether,
- (i) actual financial results for the interim period varied significantly from budgeted or projected results,
 - (ii) generally accepted accounting principles have been consistently applied,
 - (iii) there are any actual or proposed changes in accounting or financial reporting practices of the Issuer, and
 - (iv) there are any significant or unusual events or transactions which require disclosure and, if so, consider the adequacy of that disclosure;
- (l) review the financial statements of the Issuer, management's discussion and analysis and any annual and interim earnings press releases of the Issuer before the Issuer publicly discloses such information and discuss these documents with the external auditor and with management of the Issuer, as appropriate;
- (m) review and be satisfied that adequate procedures are in place for the review of the public disclosure of the Issuer of financial information extracted or derived from the financial statements of the Issuer, other than the public disclosure referred to in paragraph 4(l) above, and periodically assess the adequacy of those procedures;
- (n) establish procedures for,
- (i) the receipt, retention and treatment of complaints received by the Issuer regarding accounting, internal accounting controls or auditing matters, and
 - (ii) the confidential, anonymous submission by employees of the Issuer of concerns regarding questionable accounting or auditing matters relating to the Issuer;
- (o) review and approve the hiring policies of the Issuer regarding partners, employees and former partners and employees of the present and any former external auditor of the Issuer;
- (p) review the areas of greatest financial risk to the Issuer and whether management of the Issuer is managing these risks effectively;
- (q) review significant accounting and reporting issues, including recent professional and regulatory pronouncements, and consider their impact on the financial statements of the Issuer;
- (r) review any legal matters which could significantly impact the financial statements of the Issuer as reported on by counsel and meet with counsel to the Issuer whenever deemed appropriate;
- (s) institute special investigations and, if appropriate, hire special counsel or experts to assist in such special investigations;
- (t) at least annually, obtain and review a report prepared by the external auditor of the Issuer describing:
- the firm's quality-control procedures;

- any material issues raised by the most recent internal quality-control review or peer review of the firm or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, in respect of one or more independent audits carried out by the firm, and any steps taken to deal with any such issues;
- and (to assess the auditor's independence) all relationships between the independent auditor and the Issuer;

(u) review with the external auditor of the Issuer any audit problems or difficulties and management's response to such problems or difficulties;

(v) discuss the Issuer's earnings press releases, as well as financial information and earning guidance provided to analysts and rating agencies, if applicable; and

(w) review this charter and recommend changes to this charter to the Directors from time to time.

5. COMMUNICATION WITH THE DIRECTORS

(a) The Audit Committee shall produce and provide the Directors with a written summary of all actions taken at each Audit Committee meeting or by written resolution.

(b) The Audit Committee shall produce and provide the Directors with all reports or other information required to be prepared under Applicable Laws.

SCHEDULE B

Change of Auditor Reporting Package

(see attached)

STINTON EXPLORATION LTD.

TO: MNP LLP
Collins Barrow Calgary LLP

AND TO: Alberta Securities Commission
Manitoba Securities Commission
Ontario Securities Commission

Notice of Change of Auditor pursuant to National Instrument 51-102


Stinton Exploration Ltd. (the "Corporation") wishes to advise that the Corporation's auditor, MNP LLP ("MNP"), has resigned effective September 24, 2015, at the request of the Corporation. The Board of Directors of the Corporation resolved on September 24, 2015, that Collins Barrow LLP ("CB") be appointed as successor auditor to fill the vacancy in the position of auditor of the Corporation.

The resignation of MNP and the appointment of CB have been considered and approved by the Corporation's Board of Directors. The Corporation's Board of Directors have reviewed the documents relating to the change of auditor.

There have been no reservations or modified opinions contained in the audit reports of MNP for the two most recently completed fiscal years and any subsequent period. There are no reportable events between the Corporation and MNP, and there have been no qualified opinions or denials of opinion of MNP.

Dated at **Calgary, Alberta**, effective this 24th day of September, 2015.

STINTON EXPLORATION LTD.



Name: Wayne Stebbe
Title: President CEO

September 25, 2015

TO: Alberta Securities Commission
Manitoba Securities Commission
Ontario Securities Commission

Dear Sir/Mesdames:

Re: Stinton Exploration Ltd. (the "Company")

We have read the Notice of Change of Auditor of Stinton Exploration Ltd. dated September 24, 2015 (the 'Notice'), which we understand will be filed pursuant to National Instrument 51-102 (Part 4.11).

Based on the information available to us, we agree with the statements set out in the Notice as it relates to our firm. We advise that we have no basis to agree or disagree with the comments in the Notice relating to Collins Barrow LLP.

Yours truly,

MNP LLP



MNP LLP
Chartered Accountants



Collins Barrow

Chartered Accountants & Consultants

Collins Barrow Calgary LLP
1400 First Alberta Place
777 – 8th Avenue S.W.
Calgary, Alberta, Canada
T2P 3R5

T. 403.298.1500

F. 403.298.5814

e-mail: calgary@collinsbarrow.com

September 25, 2015

Alberta Securities Commission
Suite 600, 250 - 5th Street SW
Calgary, AB T2P 0R4

Manitoba Securities Commission
500-400 St. Mary Avenue
Winnipeg, MB R3C 4K5

Ontario Securities Commission
20 Queen Street West, 22nd Floor
Toronto, ON M5H 3S8

Dear Sirs/Mesdames:

**Re: Stinton Exploration Ltd. (the "Corporation")
Change of Auditor
Notice Pursuant to Part 4.11 of National Instrument 51-102**

As required by Part 4.11 of National Instrument 51-102, we have read the notice of change of auditor (the "Notice") of the Corporation dated September 24, 2015 and based on our knowledge as at the time of receipt of such Notice, we are in agreement with the statements in such Notice, except that we are not in a position to agree or disagree with the Corporation's statement that there are no reportable events between the Corporation and MNP LLP.

Yours truly,

Collins Barrow Calgary LLP

CHARTERED ACCOUNTANTS

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SCHEDULE C

Stock Option Plan

(see attached)

STINTON EXPLORATION LTD.

STOCK OPTION PLAN

Effective Date: September 24, 2015

SECTION 1 PURPOSE OF THE PLAN

The purpose of the Plan is to provide the Company with a share-related mechanism to attract, retain and motivate qualified Executives, Employees and Consultants, to incent such individuals to contribute toward the long term goals of the Company, and to encourage such individuals to acquire Shares of the Company as long-term investments.

SECTION 2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

As used herein, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the meanings set forth below:

“Administrator” means such Executive or Employee of the Company as may be designated as Administrator by the Committee from time to time, if any.

“Associate” means, where used to indicate a relationship with any person:

- (a) that person’s spouse or child, or any relative of that person or of that person’s spouse who has the same residence as that person;
- (b) any partner of the person;
- (c) any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity; and
- (d) any corporation of which such person beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the corporation.

“Blackout Period” means a restriction imposed by the Company on all or any of its directors, officers, employees, insiders or persons in a **“special relationship”** (as defined in the Securities Act) whereby they are to refrain from trading in the Company’s securities until the restriction has been lifted by the Company, which the Company will do, inter alia, as soon as any previously undisclosed material information has been generally disclosed.

“Board” means the board of directors of the Company.

“Change of Control” means an occurrence when either:

- (a) a Person or Entity, other than the current **“control person”** of the Company (as that term is defined in the Securities Act), becomes a **“control person”** of the Company; or
- (b) a majority of the directors elected at any annual or special meeting of shareholders of the Company are not individuals nominated by the Company’s then-incumbent Board.

“Committee” means a committee of the Board appointed in accordance with this Plan or if no such committee is appointed, the Board itself.

“Company” means Stinton Exploration Ltd.

"Consultant" means an individual (other than an Employee or a director of the Company) or Corporation that:

- (a) is engaged to provide on an ongoing bona fide basis, consulting, technical, management, investor relations or other services to the Company or any Subsidiary, other than services provided in relation to a **"distribution"** (as that term is defined in the Securities Act);
- (b) provides the services under a written contract between the Company or any Subsidiary and the individual or the Consultant Corporation, as the case may be;
- (c) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or any Subsidiary; and
- (d) has a relationship with the Company or any Subsidiary that enables the individual to be knowledgeable about the business and affairs of the Company.

"Consultant Corporation" means a Consultant that is a Corporation.

"Corporation" means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual.

"Disability" means a medically determinable physical or mental impairment expected to result in death or to last for a continuous period of not less than 12 months, and which causes an individual to be unable to engage in any substantial gainful activity, or any other condition of impairment that the Committee, acting reasonably, determines constitutes a disability.

"Employee" means:

- (a) an individual who is considered an employee of the Company or any Subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and CPP deductions must be made at source);
- (b) an individual who works for the Company or any Subsidiary either full-time or 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 any Subsidiary over the details and methods of work as an employee of the Company or any Subsidiary, but for whom income tax deductions are not made at source; or
- (c) such other individuals as may, from time to time, be permitted by applicable Regulatory Rules to be granted Options as employees or as an equivalent thereto,

and includes a corporation wholly-owned by such individual.

"Executive" means an individual who is a director, officer or Management Company Employee of the Company or a Subsidiary, and includes a corporation wholly-owned by such individual.

"Exercise Notice" means the written notice of the exercise of an Option, in the form set out as Schedule "C" hereto, duly executed by the Option Holder.

"Exercise Period" means the period during which a particular Option may be exercised and is the period from and including the Grant Date through to and including the Expiry Time on the Expiry Date provided, however, that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained.

“Exercise Price” means the price at which an Option is exercisable as determined in accordance with Section 5.3.

“Expiry Date” means the date the Option expires as set out in the Option Certificate, which shall not be more than ten years after the Grant Date, or as otherwise determined in accordance with Sections 5.4, 5.7, 6.2, 6.3, 6.4 or 11.2.

“Expiry Time” means the time the Option expires on the Expiry Date, which is 4:30 p.m. local time in Calgary, Alberta on the Expiry Date.

“Grant Date” means the date on which the Committee grants a particular Option, which is the date the Option comes into effect provided however that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained.

“Insider” means an insider as that term is defined in the Securities Act.

“Management Company Employee” means an individual employed by a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity providing management services to the Company, which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a person engaged in investor relations activities.

“Market Price” means the market value of the Shares as determined in accordance with Section 5.3.

“Option” means an incentive share purchase option granted pursuant to this Plan entitling the Option Holder to purchase Shares.

“Option Certificate” means the certificate, in substantially the form set out as Schedule “B” hereto, evidencing the Option.

“Option Holder” means a Person or Entity who holds an unexercised and unexpired Option or, where applicable, the Personal Representative of such person.

“Outstanding Issue” means the number of Shares that are outstanding (on a non-diluted basis) immediately prior to the Share issuance or grant of Option in question.

“Person or Entity” means an individual, natural person, corporation, government or political subdivision or agency of a government, and where two or more persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an issuer, such partnership, limited partnership, syndicate or group shall be deemed to be a Person or Entity.

“Personal Representative” means:

- (a) in the case of a deceased Option Holder, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and
- (b) in the case of an Option Holder who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Option Holder.

“Plan” means this stock option plan, as the same may be further amended and restated from time to time.

“Regulatory Approvals” means any necessary approvals of the Regulatory Authorities as may be required from time to time for the implementation, operation or amendment of this Plan or for the Options granted from time to time hereunder.

“Regulatory Authorities” means all organized trading facilities on which the Shares are listed, and all securities commissions or similar securities regulatory bodies having jurisdiction over the Company, this Plan or the Options granted from time to time hereunder.

“Regulatory Rules” means all corporate and securities laws, regulations, rules, policies, notices, instruments and other orders of any kind whatsoever which may, from time to time, apply to the implementation, operation or amendment of this Plan or the Options granted from time to time hereunder, including, without limitation, those of the applicable Regulatory Authorities.

“Related Person” means:

- (a) an Executive;
- (b) an associate of an Executive; or
- (c) a permitted assign of an Executive.

“Securities Act” means the *Securities Act* (Alberta), RSA 2000, cs-4 as from time to time amended.

“Share” or **“Shares”** means, as the case may be, one or more common shares without par value in the capital stock of the Company.

“Share Compensation Arrangement” means any stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares, including a share purchase from treasury which is financially assisted by the Company by way of a loan, guarantee or otherwise.

“Subsidiary” means a wholly-owned or controlled subsidiary corporation of the Company.

“Triggering Event” means:

- (a) the proposed dissolution, liquidation or wind-up of the Company;
- (b) a proposed merger, amalgamation, arrangement or reorganization of the Company with one or more corporations as a result of which, immediately following such event, the shareholders of the Company as a group, as they were immediately prior to such event, are expected to hold less than a majority of the outstanding capital stock of the surviving corporation;
- (c) the proposed acquisition of all or substantially all of the issued and outstanding Shares by one or more Persons or Entities;
- (d) a proposed Change of Control of the Company;
- (e) the proposed sale or other disposition of all or substantially all of the assets of the Company; or
- (f) a proposed material alteration of the capital structure of the Company which, in the opinion of the Committee, is of such a nature that it is not practical or feasible to make adjustments to this Plan or to the Options granted hereunder to permit the Plan and Options granted hereunder to stay in effect.

"US Taxpayer Rules" means the rules application to Eligible Persons who are taxpayers in the United States of America and who are granted Options under the Plan as set forth in Schedule "A" hereto.

2.2 Governing Law

The Plan is established under, and the provisions of the Plan shall be subject to and interpreted and construed in accordance with, the laws of the Province of Alberta. The Company and each Option Holder hereby attorn to the jurisdiction of the Courts of Alberta.

2.3 Headings and References

The headings used herein are for convenience only and are not to affect the interpretation of the Plan. References to numbered paragraphs are to such numbered paragraphs of the Plan. References to **"herein"**, **"hereunder"** and **"hereof"** and similar terms are references to the Plan as a whole.

SECTION 3 ELIGIBILITY AND PARTICIPATION

3.1 Grant of Options

The Committee shall, from time to time and in its sole discretion:

- (a) determine those Executives, Employees and Consultants, if any, to whom Options may be granted; and
- (b) grant Options to such Executives, Employees and Consultants and on such terms and conditions as are permitted under this Plan.

3.2 Limits on Option Grants

The following limitations shall apply to the Plan and all Options thereunder:

- (a) the maximum number of Shares, calculated on a fully diluted basis, which may be reserved for issuance to Related Persons pursuant to Options under the Plan shall be 10% of the Outstanding Issue;
- (b) the maximum number of Shares, calculated on a fully diluted basis, which may be reserved for issuance to any one Related Person pursuant to Options under the Plan shall be 5% of the Outstanding Issue; and
- (c) the maximum number of Options, calculated on a fully diluted basis, which may be granted to Related Persons under the Plan within any 12 month period shall be 10% of the Outstanding Issue;
- (d) the maximum number of Options which may be granted to any one Related Person under the Plan within any 12 month period shall be 5% of the Outstanding Issue; and
- (e) the maximum number of Options which may be granted to any one Related Person and the associates of such Related Person within any 12 month period must not exceed 5% of the Outstanding Issue;

and such limitation will not be an amendment to this Plan requiring the Option Holder's consent under section 9.1 of this Plan.

3.3 Notification of Grant

Following the granting of an Option, the Administrator shall, within a reasonable period of time, notify the Option Holder in writing of the grant and shall enclose with such notice the Option Certificate representing the Option so granted. In no case will the Company be required to deliver an Option Certificate to an Option Holder until such time as the Company has obtained all necessary Regulatory Approvals for the grant of the Option.

3.4 Copy of Plan

Each Option Holder, concurrently with the notice of the grant of the Option, shall be provided with a copy of the Plan. A copy of any amendment to the Plan shall be promptly provided by the Administrator to each Option Holder.

3.5 Limitation on Service

The Plan does not give any Option Holder that is an Executive the right to serve or continue to serve as an Executive of the Company or any Subsidiary, nor does it give any Option Holder that is an Employee or Consultant the right to be or to continue to be employed or engaged by the Company or any Subsidiary.

3.6 No Obligation to Exercise

Option Holders shall be under no obligation to exercise Options granted under this Plan.

3.7 Notice

Any notice, delivery or other correspondence of any kind whatsoever to be provided by the Company to an Option Holder will be deemed to have been provided if provided to the last home address, fax number or email address of the Option Holder in the records of the Company and the Company shall be under no obligation to confirm receipt or delivery.

3.8 Effect of Plan

All Options granted pursuant to this Plan shall be subject to the terms and conditions of this Plan notwithstanding the fact that the Option Certificates issued in respect thereof do not expressly contain such terms and conditions but instead incorporate them by reference to this Plan. The Option Certificates will be issued for convenience only and in the case of a dispute with regard to any matter in respect thereof, the provisions of this Plan and the records of the Company shall prevail over the terms and conditions in the Option Certificate, unless otherwise specified in the Option Certificate issued by the Company.

SECTION 4 SHARES SUBJECT TO THE PLAN

4.1 Board to Approve Issuance of Shares

The Board shall approve by resolution the issuance of all Shares to be issued to Option Holders upon the exercise of Options, such authorization to be deemed effective as of the Grant Date of such Options regardless of when it is actually done. The Board shall be entitled to approve the issuance of Shares in advance of the Grant Date, retroactively after the Grant Date, or by a general approval of this Plan.

4.2 Total Number of Shares

Subject to adjustment as provided for herein, the maximum number of Shares which will be available for purchase pursuant to Options granted pursuant to this Plan will not exceed 15% of the Outstanding Issue at the Grant Date. If any Option expires or otherwise terminates for any reason without having been exercised in full, the number of Shares in respect of such expired or terminated Option shall again be available for the purposes of granting Options pursuant to this Plan.

4.3 Fractional Shares

No fractional shares shall be issued upon the exercise of any Option and, if as a result of any adjustment, an Option Holder would become entitled to a fractional share, such Option Holder shall have the right to purchase only the next lowest whole number of Shares and no payment or other adjustment will be made for the fractional interest.

SECTION 5 TERMS AND CONDITIONS

5.1 Exercise Period

Subject to Sections 5.4, 5.7, 6.2, 6.3, 6.4 and 11.2, the Grant Date and the Expiry Date of an Option shall be the dates fixed by the Committee at the time the Option is granted and shall be set out in the Option Certificate issued in respect of such Option, provided that the Expiry Date shall be no later than the tenth anniversary of the Grant Date of such Option.

5.2 Number of Shares

The number of Shares which may be purchased pursuant to an Option shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of such Option.

5.3 Exercise Price

The Exercise Price at which an Option Holder may purchase a Share upon the exercise of an Option shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option.

The Exercise Price shall be set with reference to the Market Price of the Shares as of the Grant Date. The Market Price of the Shares for a particular Grant Date shall be determined as follows:

- (a) if the Shares are listed on one organized trading facility, the Market Price will be the greater of (i) the closing trading price of the Shares on the day immediately preceding the Grant Date and (ii) the closing trading price of the Shares on the Grant Date;
- (b) if the Shares are listed on more than one organized trading facility, the Market Price shall be the Market Price as determined in accordance with subparagraph (a) above for the primary organized trading facility on which the Shares are listed, as determined by the Committee, subject to any adjustments as may be required to secure all necessary Regulatory Approvals;
- (c) if the Shares are listed on one or more organized trading facilities but have not traded during the ten trading days immediately preceding the Grant Date, then the Market Price will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Committee; and

- (d) if the Shares are not listed for trading on a stock exchange or over the counter market, a price which is determined by the Committee to be the fair value of the Shares, taking into consideration all factors that the Committee deems appropriate, including, without limitation, recent sale and offer prices of the Shares in private transactions negotiated at arms' length.

Notwithstanding anything else contained herein, if the Shares are listed on an organized trading facility, in no case will the Market Price be less than the minimum prescribed by each of the organized trading facilities as would apply to the Grant Date in question.

5.4 Termination of Option

Subject to such other terms or conditions that may be attached to Options granted hereunder, an Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period. Any Option or part thereof not exercised within the Exercise Period shall terminate and become null, void and of no effect as of the Expiry Time on the Expiry Date. The Expiry Date of an Option shall be the earlier of the date so fixed by the Committee at the time the Option is granted as set out in the Option Certificate and the date established, if applicable, in paragraphs (a) or (b) below or Sections 6.2, 6.3, 6.4 or 11.2 of this Plan:

(a) Ceasing to Hold Office

In the event that the Option Holder holds his or her Option as an Executive other than a Management Company Employee and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option shall be, unless otherwise expressly provided for in the Option Certificate, the 90th day following the date the Option Holder ceases to hold such position unless the Option Holder ceases to hold such position as a result of:

- (i) ceasing to meet the qualifications set forth in the corporate legislation applicable to the Company;
- (ii) a special resolution having been passed by the shareholders of the Company removing the Option Holder as a director of the Company or any Subsidiary; or
- (iii) an order made by any Regulatory Authority having jurisdiction to so order;

in which case the Expiry Date shall be the date the Option Holder ceases to hold such position; OR

(b) Ceasing to be Employed or Engaged

In the event that the Option Holder holds his or her Option as an Employee or Consultant or Management Company Employee and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option shall be, unless otherwise expressly provided for in the Option Certificate, the 30th day following the date the Option Holder ceases to hold such position, unless the Option Holder ceases to hold such position as a result of:

- (i) termination for cause;
- (ii) resigning or terminating his or her position; or
- (iii) an order made by any Regulatory Authority having jurisdiction to so order;

in which case the Expiry Date shall be the date the Option Holder ceases to hold such position.

In the event that the Option Holder ceases to hold the position of Executive, Employee or Consultant for which the Option was originally granted, but comes to hold a different position as an Executive, Employee or Consultant prior to the expiry of the Option, the Committee may, in its sole discretion, choose to permit the Option to stay in place for that Option Holder with such Option then to be treated as being held by that Option Holder in his or her new position and such will not be considered to be an amendment to the Option in question requiring the consent of the Option Holder under Section 9.1 of this Plan. Notwithstanding anything else contained herein, in no case will an Option be exercisable later than the Expiry Date of the Option.

5.5 Vesting of Option and Acceleration

The Committee may, in its sole discretion, attach a term or condition to a particular Option providing that the Option will vest over a certain period of time which shall be set out in the Option Certificate issued in respect of the Option. Unless otherwise determined by the Committee and set out in the Option Certificate, all Options will vest over four years, with 25% vesting on the first anniversary of the Grant Date and 25% vesting every year thereafter, until the vesting of the last 25% occurs on the fourth anniversary of the Grant Date. Subject to all applicable Regulatory Rules and all necessary Regulatory Approvals, the Committee may elect, at any time, to accelerate the vesting schedule of one or more Options including, without limitation, on a Triggering Event, and such acceleration will not be considered an amendment to the Option in question requiring the consent of the Option Holder under Section 9.1 of this Plan.

5.6 Additional Terms

Subject to all applicable Regulatory Rules and all necessary Regulatory Approvals, the Committee may attach additional terms and conditions to the grant of a particular Option, such terms and conditions to be set out in a schedule attached to the Option Certificate.

5.7 Blackout Extension

Notwithstanding any other provision of this Plan or any Option Certificate, and provided that neither the Company nor the subject Option Holder is subject to any cease trade order or similar order under applicable securities laws in respect of the Company's securities, if any Option would otherwise expire during a Blackout Period, then the Expiry Date of that Option shall be extended to the date which is ten business days after the end of that Blackout Period.

5.8 Listing Requirements

If the Company proceeds to list its shares on a public stock exchange, each Option Holder will promptly enter into all such escrow, pooling or other agreements as are required by the Regulatory Authorities, the stock exchange, the agents or the underwriters in connection with such listing.

SECTION 6 TRANSFERABILITY

6.1 Non-transferable

Except as provided otherwise in this Section 6, Options are non-assignable and non-transferable.

6.2 Death of Option Holder

In the event of the Option Holder's death, any Options held by such Option Holder shall pass to the Personal Representative of the Option Holder and shall be exercisable by the Personal Representative on or before the date which is the earlier of 12 months following the date of death and the applicable Expiry Date.

6.3 Disability of Option Holder

If the employment or engagement of an Option Holder as an Employee, Consultant or Management Company Employee or the position of an Option Holder as a director or officer of the Company or a Subsidiary is terminated by the Company by reason of such Option Holder's Disability, any Options held by such Option Holder shall be exercisable by such Option Holder or by the Personal Representative on or before the date which is the earlier of 12 months following the termination of employment, engagement or appointment as a director or officer and the applicable Expiry Date.

6.4 Disability and Death of Option Holder

If an Option Holder has ceased to be employed, engaged or appointed as a director or officer of the Company or a Subsidiary by reason of such Option Holder's Disability and such Option Holder dies within six months after the termination of such engagement, any Options held by such Option Holder that could have been exercised immediately prior to his or her death shall pass to the Personal Representative of such Option Holder and shall be exercisable by the Personal Representative on or before the date which is the earlier of 12 months following the death of such Option Holder and the applicable Expiry Date.

6.5 Vesting

Unless the Committee determines otherwise, Options held by or exercisable by a Personal Representative shall, during the period prior to their termination, continue to vest in accordance with any vesting schedule to which such Options are subject.

6.6 Deemed Non-Interruption of Engagement

Employment or engagement by the Company shall be deemed to continue intact during any military or sick leave or other bona fide leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Option Holder's right to re-employment or re-engagement by the Company is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Option Holder's re-employment or re-engagement is not so guaranteed, then his or her employment or engagement shall be deemed to have terminated on the ninety-first day of such leave.

SECTION 7 EXERCISE OF OPTIONS

7.1 Exercise of Options

An Option may be exercised only by the Option Holder or the Personal Representative of any Option Holder. An Option Holder or the Personal Representative of any Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period up to the Expiry Time on the Expiry Date by delivering to the Administrator the required Exercise Notice, the applicable Option Certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate Exercise Price of the Shares then being purchased pursuant to the exercise of the Option. Notwithstanding anything else contained

herein, Options may not be exercised during a Blackout Period unless the Committee determines otherwise.

7.2 Issue of Share Certificates

As soon as reasonably practicable following the receipt of the Exercise Notice, the Administrator shall cause to be delivered to the Option Holder a certificate for the Shares so purchased. If the number of Shares so purchased is less than the number of Shares subject to the Option Certificate surrendered, the Administrator shall also provide a new Option Certificate for the balance of Shares available under the Option to the Option Holder concurrent with delivery of the Share Certificate.

7.3 No Rights as Shareholder

Until the date of the issuance of the certificate for the Shares purchased pursuant to the exercise of an Option, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to such Shares, notwithstanding the exercise of the Option, unless the Committee determines otherwise. In the event of any dispute over the date of the issuance of the certificates, the decision of the Committee shall be final, conclusive and binding.

SECTION 8 ADMINISTRATION

8.1 Board or Committee

The Plan shall be administered by the Board, by a Committee of the Board appointed in accordance with Section 8.2 below, or by an Administrator appointed in accordance with subsection 8.4(b).

8.2 Appointment of Committee

The Board may at any time appoint a Committee, consisting of not less than two of its members, to administer the Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan. Once appointed, the Committee shall continue to serve until otherwise directed by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members, remove members (with or without cause) and appoint new members in their place, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer the Plan.

8.3 Quorum and Voting

A majority of the members of the Committee shall constitute a quorum and, subject to the limitations in this Section 8, all actions of the Committee shall require the affirmative vote of members who constitute a majority of such quorum. Members of the Committee may vote on any matters affecting the administration of the Plan or the grant of Options pursuant to the Plan, except that no such member shall act upon the granting of an Option to himself or herself (but any such member may be counted in determining the existence of a quorum at any meeting of the Committee during which action is taken with respect to the granting of Options to that member). The Committee may approve matters by written resolution signed by a majority of the quorum.

8.4 Powers of Committee

The Committee (or the Board if no Committee is in place) shall have the authority to do the following:

- (a) administer the Plan in accordance with its terms;
- (b) appoint or replace the Administrator from time to time;
- (c) determine all questions arising in connection with the administration, interpretation and application of the Plan, including all questions relating to the Market Price of the Shares;
- (d) correct any defect, supply any information or reconcile any inconsistency in the Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Plan;
- (e) prescribe, amend, and rescind rules and regulations relating to the administration of the Plan;
- (f) determine the duration and purposes of leaves of absence from employment or engagement by the Company which may be granted to Option Holders without constituting a termination of employment or engagement for purposes of the Plan;
- (g) do the following with respect to the granting of Options:
 - (i) determine the Executives, Employees or Consultants to whom Options shall be granted, based on the eligibility criteria set out in this Plan;
 - (ii) determine the terms of the Option to be granted to an Option Holder including, without limitation, the Grant Date, Expiry Date, Exercise Price and vesting schedule (which need not be identical with the terms of any other Option);
 - (iii) subject to any necessary Regulatory Approvals and Section 9.1, amend the terms of any Options;
 - (iv) determine when Options shall be granted; and
 - (v) determine the number of Shares subject to each Option;
- (h) subject to all applicable Regulatory Rules and all necessary Regulatory Approvals, accelerate the vesting schedule of any Option previously granted; and
- (i) make all other determinations necessary or advisable, in its sole discretion, for the administration of the Plan.

8.5 Administration by Committee

All determinations made by the Committee in good faith shall be final, conclusive and binding upon all persons. The Committee shall have all powers necessary or appropriate to accomplish its duties under this Plan.

8.6 Interpretation

The interpretation by the Committee of any of the provisions of the Plan and any determination by it pursuant thereto shall be final, conclusive and binding and shall not be subject to dispute by any Option Holder. No member of the Committee or any person acting pursuant to authority delegated by it hereunder shall be personally liable for any action or determination in connection with the Plan made or taken in good faith and each member of the Committee and each such person shall be entitled to indemnification with respect to any such action or determination in the manner provided for by the Company.

8.7 US Taxpayer Rules

Option Holders who are United States taxpayers are subject to the US Taxpayer Rules. In the event there is a conflict or inconsistency between the US Taxpayer Rules and the other terms and provisions of this Plan, to the extent required to comply with Applicable Laws (as defined in Schedule "A"), the US Taxpayer Rules shall govern and supersede the other terms and provisions of this Plan, to the extent of the conflict or inconsistency.

SECTION 9 AMENDMENT

9.1 Amendment of Option or Plan

Subject to any required Regulatory Approvals, the Committee may from time to time amend any existing Option or the Plan or the terms and conditions of any Option thereafter to be granted provided that where such amendment relates to an existing Option and it would:

- (a) materially decrease the rights or benefits accruing to an Option Holder; or
- (b) materially increase the obligations of an Option Holder;

then, unless otherwise excepted out by a provision of this Plan, the Committee must also obtain the written consent of the Option Holder in question to such amendment. If at the time the Exercise Price of an Option is reduced the Option Holder is an Insider of the Company, the Insider must not exercise the option at the reduced Exercise Price until the reduction in Exercise Price has been approved by the disinterested shareholders of the Company.

SECTION 10 CONDITIONS PRECEDENT TO ISSUANCE OF OPTIONS AND SHARES

10.1 Compliance with Laws

An Option shall not be granted or exercised, and Shares shall not be issued pursuant to the exercise of any Option, unless the grant and exercise of such Option and the issuance and delivery of such Shares comply with all applicable Regulatory Rules, and such Options and Shares will be subject to all applicable trading restrictions in effect pursuant to such Regulatory Rules and the Company shall be entitled to legend the Option Certificates and the certificates representing such Shares accordingly.

10.2 Obligation to Obtain Regulatory Approvals

In administering this Plan, the Committee will seek any Regulatory Approvals which may be required. The Committee will make all filings required with the Regulatory Authorities in respect of the Plan and each grant of Options hereunder. No Option granted will be exercisable or binding on the Company unless and until all necessary Regulatory Approvals have been obtained. The Committee shall be entitled to amend this Plan and the Options granted hereunder in order to secure any necessary Regulatory Approvals and such amendments will not require the consent of the Option Holders under Section 9.1 of this Plan.

10.3 Inability to Obtain Regulatory Approvals

The Company's inability to obtain Regulatory Approval from any applicable Regulatory Authority, which Regulatory Approval is deemed by the Committee to be necessary to complete the grant of Options hereunder, the exercise of those Options or the lawful issuance and sale of any Shares pursuant to such Options, shall relieve the Company of any liability with respect to the failure to complete such transaction.

10.4 Inability to Obtain Regulatory Approvals

The Company's inability to obtain Regulatory Approval from any applicable Regulatory Authority, which Regulatory Approval is deemed by the Committee to be necessary to complete the grant of Options hereunder, the exercise of those Options or the lawful issuance and sale of any Shares pursuant to such Options, shall relieve the Company of any liability with respect to the failure to complete such transaction.

10.5 Withholding Upon Exercise of Options.

The Company may withhold from any amount payable to an Option Holder, either under this Plan or otherwise, such amounts as are required by law to be withheld or deducted as a consequence of his or her exercise of Options or other participation in this Plan ("**Withholding Obligations**"). The Company will have the right, in its discretion, to satisfy any Withholding Obligations by:

- (a) selling or causing to be sold, on behalf of any Option Holder, such number of Shares issued to the Option Holder on the exercise of Options as is sufficient to fund the Withholding Obligations;
- (b) retaining the amount necessary to satisfy the Withholding Obligations from any amount which would otherwise be delivered, provided or paid to the Option Holder by the Company, whether under this Plan or otherwise;
- (c) requiring the Option Holder, as a condition of exercise under this Section 10.5 to:
 - (i) remit the amount of any such Withholding Obligations to the Company in advance; or
 - (ii) reimburse the Company for any such Withholding Obligations; and/or
 - (iii) making such other arrangements as the Company may reasonably require.

SECTION 11 ADJUSTMENTS

11.1 Alteration in Capital Structure

If there is a material alteration in the capital structure of the Company and the Shares are consolidated, subdivided, converted, exchanged, reclassified or in any way substituted for, the Committee shall make such adjustments to this Plan and to the Options then outstanding under this Plan as the Committee determines to be appropriate and equitable under the circumstances, so that the proportionate interest of each Option Holder shall, to the extent practicable, be maintained as before the occurrence of such event. Such adjustments may include, without limitation:

- (a) a change in the number or kind of shares of the Company covered by such Options; and
- (b) a change in the Exercise Price payable per Share provided, however, that the aggregate Exercise Price applicable to the unexercised portion of existing Options shall not be altered, it being intended that any adjustments made with respect to such Options shall apply only to the Exercise Price per Share and the number of Shares subject thereto.

For purposes of this Section 11.1, and without limitation, neither:

- (c) the issuance of additional securities of the Company in exchange for adequate consideration (including services); nor

- (d) the conversion of outstanding securities of the Company into Shares
shall be deemed to be material alterations of the capital structure of the Company.

Any adjustment made to any Options pursuant to this Section 11.1 shall not be considered an amendment requiring the Option Holder's consent for the purposes of Section 9.1 of this Plan.

11.2 Triggering Events

Subject to the Company complying with Section 11.3 and any necessary Regulatory Approvals, and notwithstanding any other provisions of this Plan or any Option Certificate, the Committee may, without the consent of the Option Holder or Holders in question:

- (a) cause all or a portion of all or any of the Options granted under the Plan to terminate upon the occurrence of a Triggering Event; or
- (b) cause all or a portion of any of the Options granted under the Plan to be exchanged for incentive stock options of another corporation upon the occurrence of a Triggering Event in such ratio and at such exercise price as the Committee deems appropriate, acting reasonably; and/or
- (c) take such other actions as it deems fair and reasonable under the circumstances.

Such termination, exchange or other action shall not be considered an amendment requiring the Option Holder's consent for the purpose of Section 9.1 of this Plan.

11.3 Notice of Termination by Triggering Event

In the event that the Committee wishes to cause all or a portion of any of the Options granted under this Plan to terminate on the occurrence of a Triggering Event, it must give written notice to the Option Holders in question not less than 10 days prior to the consummation of a Triggering Event. Upon the giving of such notice and subject to any necessary Regulatory Approvals, all Options or portions thereof granted under the Plan which the Company proposes to terminate shall become immediately exercisable notwithstanding any contingent vesting provision to which such Options may have otherwise been subject.

11.4 Determinations to be Made By Committee

Adjustments and determinations under this Section 11 shall be made by the Committee, whose decisions as to what adjustments or determination shall be made, and the extent thereof, shall be final, binding, and conclusive.

SECTION 12 TERMINATION

12.1 Termination of Plan

Subject to any necessary Regulatory Approvals, the Committee may terminate or suspend the Plan.

12.2 No Grant During Suspension of Plan

No Option may be granted during any suspension, or after termination, of the Plan. Suspension or termination of the Plan shall not, without the consent of the Option Holder, alter or impair any rights or obligations under any Option previously granted.

**SECTION 13
GENERAL**

13.1 Agreement

The Company and every Option Holder granted an Option hereunder shall be bound by and subject to the terms and conditions of this Plan. By accepting an Option granted hereunder, the Option Holder has expressly agreed with the Company to be bound by the terms and conditions of this Plan. In the event that the Option Holder receives his, her or its Options pursuant to an oral or written agreement with the Company or a Subsidiary, whether such agreement is an employment agreement, consulting agreement or any other kind of agreement of any kind whatsoever, the Option Holder acknowledges that in the event of any inconsistency between the terms relating to the grant of such Options in that agreement and the terms attaching to the Options as provided for in this Plan, the terms provided for in this Plan shall prevail and the other agreement shall be deemed to have been amended accordingly.

13.2 Prior Plan

The Plan supersedes and replaces all predecessor stock option plans of the Company. All options previously granted by the Company that are outstanding as at the date of the Plan shall be grandfathered under the Plan and deemed to be Options which are subject to the terms and conditions hereof.

SCHEDULE "A"

STINTON EXPLORATION LTD. - STOCK OPTION PLAN

Unless as otherwise herein set out, capitalized terms will have the meaning given to them in the Stock Option Plan dated September 24, 2015.

1. Special Provision Applicable to U.S. Taxpayers

- (a) The Company maintains the Plan for the benefit of Eligible Persons of the Company and its affiliates. Section 8.7 of the Plan authorizes the Board to establish rules or procedures to allow for the participation in the Plan of Eligible Persons who are United States taxpayers.
- (b) The purpose of the US Taxpayer Rules (the "**Rules**") is to establish certain rules and limitations applicable to Options that may be granted or issued under the Plan from time to time, in compliance with the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder (the "**Code**") and other applicable United States federal, state and local laws. Notwithstanding anything to the contrary contained in the Plan, these Rules shall apply to all Options (as defined in the Plan) granted under the Plan to an Eligible Person who is a United States taxpayer on the Award Date (each, a "**U.S. Participant**").
- (c) In the event of any inconsistency between the Plan and the Rules (including any inconsistency in defined terms), to the extent required by comply with Applicable Laws (as defined below), the Rules shall control.

2. Definitions.

Capitalized terms not otherwise defined herein shall have their respective meanings set forth in the Plan. Notwithstanding anything to the contrary in the Plan, for purposes of the Rules, the following terms will have the meanings specified below:

- (a) "**Applicable Laws**" means the requirements relating to the administration of equity incentive plans under United States federal and state securities, tax and other applicable laws, rules and regulations.
- (b) "**Cause**," with respect to an Eligible Person, has the meaning determined by the Board in its sole discretion.
- (c) "**Consultant**" means any person, including any advisor, engaged by the Company or a Parent or Subsidiary thereof to render services to such entity if: (i) the consultant or adviser renders *bona fide* services to the Company (or a Parent or Subsidiary thereof); (ii) the services rendered by the consultant or advisor are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities; and (iii) the consultant or advisor is a natural person, or such other advisor or consultant as is approved by the Board or the Administrator.
- (d) "**Director**" means a member of the Board of Directors of the Company (or a Parent or Subsidiary thereof).
- (e) "**Employee**" means any person, including Officers and Directors, employed by the Company or a Parent or Subsidiary thereof (within the meaning of Section 3401(c) of the Code).

- (f) **"Equity Restructuring"** means, as determined by the Board, a non-reciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split, spin-off or recapitalization through a large, nonrecurring cash dividend, that affects the Shares (or other securities of the Company) or the Share price (or the price of other securities of the Company) of the outstanding Options.
- (g) **"Family Member"** has the meaning set forth in Section A(1)(a)(5) of the general instructions of Form S-8, as applicable.
- (h) **"Incentive Stock Option"** means any Option awarded under the Rules that is an "incentive stock option" as defined in Section 422 of the Code.
- (i) **"Market Value"** means, as of any date, the value of the Company's Shares determined as follows: (i) if the Shares are listed on any established stock exchange, their Market Value shall be the closing sales price for such Shares as quoted on such exchange for such date, or if no sale occurred on such date, the first market trading day immediately prior to such date during which a sale occurred; (ii) if the Shares are not traded on a stock exchange but is quoted on a national market or other quotation system, the last sales price on such date, or if no sales occurred on such date, then on the date immediately prior to such date on which sales prices are reported; or (iii) in the absence of an established market for the Shares, the Market Value thereof shall be determined in good faith by the Board. Notwithstanding any provision herein to the contrary, with respect to Non-qualified Stock Options, the Market Value of the Shares shall be determined in a manner that satisfies the applicable requirements of Code Section 409A, and with respect to Incentive Stock Options, such Market Value shall be determined in a manner that satisfies the applicable requirements of Code Section 422, and subject to Code Section 422(c)(7).
- (j) **"Non-qualified Stock Option"** means any Option awarded under the Rules that is not intended to be, and does not otherwise qualify as, an Incentive Stock Option.
- (k) **"Officer"** means a person who is an officer of the Company within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), and the rules and regulations promulgated thereunder.
- (l) **"Parent"** means any parent corporation of the Company within the meaning of Code Section 424(e).
- (m) **"Subsidiary"** means any subsidiary corporation of the Company within the meaning of Code Section 424(f).
- (n) **"Termination Date"** means the date on which an Eligible Person ceases to be an Employee, Director, Officer or Consultant, as applicable.

3. Stock Options.

Notwithstanding anything in the Plan to the contrary, the terms and conditions of this Section 3 shall apply to any Options granted to U.S. Participants.

- (a) **General.** Pursuant to the terms of the Rules, the Board may grant Options, including Incentive Stock Options and Non-qualified Stock Options, to any Eligible Person, subject to the limitations on Incentive Stock Options described below. Eligibility for the grant of an Option and actual participation in this Appendix and the Plan shall be determined by the Board in its sole discretion.

- (b) Incentive Stock Options. The Board may grant Options intended to qualify as Incentive Stock Options only to employees of the Company, any of the Company's present or future Parents or Subsidiaries, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code. The aggregate number of Shares that may be issued under all Incentive Stock Options under the Plan shall be 500,000 Shares. All Options intended to qualify as Incentive Stock Options shall be subject to and shall be construed consistently with the requirements of Code Section 422. Neither the Company nor the Board shall have any liability to a U.S. Participant, or any other party, if an Option (or any part thereof) which is intended to qualify as an Incentive Stock Option fails to qualify as an Incentive Stock Option for any reason. Any Option that is intended to qualify as an Incentive Stock Option, but fails to so qualify for any reason, including without limitation, the portion of any Option becoming exercisable in excess of the \$100,000 limitation described in Treasury Regulation Section 1.422-4, shall be treated as a Non-qualified Stock Option for all purposes of the Rules.
- (c) Exercise Price. The Exercise Price of each Option shall be not less than 100% of the Market Value on the Award Date; *provided*, that if the Board approves the grant of an Option on a future date with an Exercise Price to be determined on such future date, the Exercise Price shall be not less than 100% of the Market Value on such future grant date. In the case of an Incentive Stock Option granted to an Employee who, at the time of grant of the Option, owns (or is treated as owning under Code Section 424) stock representing more than 10% of the voting power of all classes of stock of the Company (or a Parent or Subsidiary thereof) (such Employee, a "Greater Than 10% Shareholder"), the per Share Exercise Price shall be no less than 110% of the Market Value on the Award Date.
- (d) Duration of Incentive Stock Options. Notwithstanding anything to the contrary in the Plan, in the case of an Incentive Stock Option granted to a Greater Than 10% Shareholder, the Exercise Period of the Option shall not exceed five years.
- (e) Notification of Disposition. The U.S. Participant shall give prompt notice to the Company of any disposition or other transfer of any Shares acquired from any Incentive Stock Option if such disposition or transfer is made (a) within two years from the Award Date with respect to such Shares or (b) within one year after the transfer of such Shares to the U.S. Participant (other than any such disposition made in connection with a Change in Control). Such notice shall specify the date of such disposition or other transfer and the amount realized by the U.S. Participant in such disposition or other transfer.
- (f) Effect of Termination. Notwithstanding anything to the contrary in the Plan, this Section 3(f) shall apply to Incentive Stock Options granted under the Rules. If a U.S. Participant ceases to be an Eligible Person due to the U.S. Participant's total and permanent disability (within the meaning of Section 22(e)(3) of the Code), such U.S. Participant may exercise his or her Option, to the extent that the Option is vested on the Termination Date, for twelve (12) months following the Termination Date. If, after the Termination Date, the U.S. Participant does not exercise his or her Option within the time period specified herein, the Option shall terminate upon the first anniversary of the Termination Date. To avoid doubt, a U.S. Participant may choose to exercise Options in accordance with the terms of Section 3.4 of the Plan and not in compliance with the provisions of the Code relating to "incentive stock options" and, in that case, such Option will not qualify as an Incentive Stock Option and will be treated as a Non-qualified Stock Option.
- (g) Post-Termination Limits. If the exercise of an Option following a U.S. Participant's Termination Date would be prohibited at any time solely because the issuance of Shares would violate the registration requirements under the Securities Act of 1933, as amended (the "**Securities Act**"), then the Option shall terminate on the earlier of (i) the expiration of the Exercise Period of the Option or (ii) the expiration of a period of three (3) months

after the Termination Date during which the exercise of the Option would not be in violation of such registration requirements.

- (h) Limits on Transfer. No Option shall be assigned, transferred or otherwise disposed of by a U.S. Participant otherwise than by will or by the laws of descent and distribution, and all Options shall be exercisable, during the U.S. Participant's lifetime, only by the U.S. Participant. Notwithstanding the foregoing, the Board may determine, in its sole discretion, that an Option (other than an Incentive Stock Option) granted under the Rules that is otherwise not transferable pursuant to this Section 3(h) is transferable to a Family Member in whole or in part and in such circumstances, and under such conditions, as specified by the Board. An Option that is transferred to a Family Member pursuant to the preceding sentence (i) may not be subsequently transferred otherwise than by will or by the laws of descent and distribution and (ii) remains subject to the terms of the Rules and the applicable Option Certificate.
- (i) Termination of Plan. No Option shall be granted to U.S. Participants under the Plan after the 10-year anniversary of the effective date of the Plan

4. Adjustments.

In connection with the occurrence of any Equity Restructuring, and notwithstanding anything to the contrary in Section 3.4(f) of the Plan, the Board will equitably and proportionally adjust each outstanding Option, which adjustments may include proportional adjustments to the number and type of securities subject to each outstanding Option and/or the Exercise Price thereof, if applicable, the grant of new Options to U.S. Participants, and/or the making of a cash payment to U.S. Participants, as the Board deems appropriate to reflect such Equity Restructuring. The proportional adjustments provided under this Section 4 shall be nondiscretionary and shall be final and binding on the affected U.S. Participant and the Company; *provided* that whether an adjustment is equitable shall be determined by the Board.

5. Miscellaneous.

- (a) Withholding. Each U.S. Participant shall pay to the Company, or make provision satisfactory to the Board for payment of, any taxes required by law to be withheld in connection with Options granted to such U.S. Participant no later than the date of the event creating the tax liability. Except as the Board may otherwise determine, all such payments shall be made in cash or by certified check. Notwithstanding the foregoing, to the extent permitted by the Board, U.S. Participants may satisfy such tax obligations in whole or in part by delivery of Shares, including Shares retained from the Option creating the tax obligation, valued at their Market Value. The Company may, to the extent permitted by Applicable Law, deduct any such tax obligations from any payment of any kind otherwise due to a U.S. Participant.
- (b) Amendment of Rules. The Board may amend or terminate the Rules in accordance with the applicable provisions of Article 6 of the Plan, *provided*, that the Board shall obtain shareholder approval of any Rules amendment to the extent necessary and desirable to comply with Applicable Law. Notwithstanding any other provisions of the Plan or the Rules to the contrary, (a) the Board may amend the Plan, the Rules or any Option without the consent of the applicable participant if the Board determines that such amendment is required or advisable for the Company, the Plan, the Rules or any Option to satisfy, comply with or meet the requirements of any Applicable Law or accounting standard, and (b) neither the Company nor the Board shall take any action pursuant to Section 5 of the Rules or Article 6 of the Plan, or otherwise, that would cause an Option that is otherwise exempt under Code Section 409A to become subject to Code Section 409A, or that would cause an Option that is subject to Code Section 409A to fail to satisfy the requirements of Code Section 409A.

- (c) Shareholder Approval. To the extent required by Applicable Law, the Rules will be submitted for the approval of the Company's shareholders within twelve (12) months of the effective date of the Plan. If shareholder approval of the Rules is required by Applicable Law, Options may be granted or awarded prior to such shareholder approval, *provided* that no Option granted to a U.S. Participant shall become exercisable or vested unless the Rules have been approved by the Company's shareholders within twelve (12) months of the date of the Plan and provided further that if such approval has not been obtained at the end of the twelve (12) month period, all Options previously granted or awarded under the Rules shall thereupon be canceled and become null and void.
- (d) Deferred Compensation. To the extent that the Board determines that any Option granted under the Plan and the Rules is subject to Code Section 409A, the Option Certificate evidencing such Option shall incorporate the terms and conditions required by Code Section 409A. To the extent applicable, the Plan, the Rules and the Option Certificates shall be interpreted in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan or the Rules to the contrary, in the event that following the Effective Date the Board determines that any Option may be subject to Code Section 409A and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Board may adopt such amendments to the Plan or the Rules and the applicable Option Certificate or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Board determines are necessary or appropriate to (a) exempt the Option from Code Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the Option, or (b) comply with the requirements of Code Section 409A and related Department of Treasury guidance. The Board may permit deferrals of compensation pursuant to the terms of a U.S. Participant's Option Certificate, a separate plan, or an appendix that (in each case) meets the requirements of Code Section 409A.
- (e) Provision of Information. To the extent required by Applicable Law, the Company shall provide to each U.S. Participant and to each U.S. Participant who acquires Shares pursuant to the Rules, not less frequently than annually, copies of annual financial statements (which need not be audited). The foregoing requirement shall not apply (i) to key persons whose duties in connection with the Company assure their access to equivalent information or (ii) to any plan or agreement that complies with the conditions of Rule 701 ("**Rule 701**") under the Securities Act as determined by the Board; *provided* that for purposes of determining such compliance, any registered domestic partner shall be considered a "family member" as that term is defined in Rule 701.
- (f) Governing Law. The provisions of the Rules and all Option grants made hereunder shall be governed by and interpreted in accordance with the laws of the Province of British Columbia without regard to the conflict of law provisions thereof.
- (g) Interpretation. The terms of these Rules shall be interpreted in accordance with all Applicable Laws, including, without limitation, the applicable provisions of the Code, the Securities Act and the Exchange Act.

SCHEDULE "B"

STINTON EXPLORATION LTD.

STOCK OPTION PLAN – OPTION CERTIFICATE

This Option Certificate is issued pursuant to the provisions of the Stock Option Plan (the "Plan") of Stinton Exploration Ltd. (the "Company") and evidences that <@> [Name of Option Holder] is the holder (the "Option Holder") of an option (the "Option") to purchase up to <@> common shares (the "Shares") in the capital stock of the Company at a purchase price of CAD\$<@> per Share (the "Exercise Price"). This Option may be exercised at any time and from time to time from and including the following Grant Date through to and including up to 4:30 p.m. local time in Calgary, Alberta (the "Expiry Time") on the following Expiry Date:

- (a) the Grant Date of this Option is <@>; and
- (b) subject to sections 5.4, 5.7, 6.2, 6.3, 6.4 and 11.2 of the Plan, the Expiry Date of this Option is <@>.

To exercise this Option, the Option Holder must deliver to the Administrator of the Plan, prior to the Expiry Time on the Expiry Date, an Exercise Notice, in the form provided in the Plan, together with the original of this Option Certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

This Option Certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan which are incorporated by reference herein. This Option Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company shall prevail. This Option is also subject to the terms and conditions contained in the schedules, if any, attached hereto.

THE OPTION HOLDER AGREES THAT THEY MAY SUFFER TAX CONSEQUENCES AS A RESULT OF THE GRANT OF THIS OPTION, THE EXERCISE OF THE OPTION AND THE DISPOSITION OF SHARES. THE OPTION HOLDER ACKNOWLEDGES THAT THEY ARE NOT RELYING ON THE COMPANY FOR ANY TAX ADVICE.

If the Option Holder is a resident or citizen of the United States of America at the time of the exercise of the Option, the certificate(s) representing the Shares will be endorsed with the following or a similar legend:

"The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, of the United States of America (the "Act") or the securities laws of any state ("State") of the United States of America and may not be sold, transferred, pledged, hypothecated or distributed, directly or indirectly, to a U.S. person (as defined in Regulation S adopted by the U.S. Securities and Exchange Commission under the Act) or within the United States unless such securities are (i) registered under the Act and any applicable State securities act (a "State Act"), or (ii) exempt from registration under the Act and any applicable State Act and the Company has received an opinion of counsel to such effect reasonably satisfactory to it, or (iii) sold in accordance with Regulation S and the Company has received an opinion of counsel to such effect reasonably satisfactory to it."

By accepting this grant of the Option, the Option Holder hereby represents and warrants for the benefit of the Company as follows:

[CROSS OUT ONE OF THE FOLLOWING (A) or (B):]

(A)

- the Option Holder is not (i) in the United States of America, any state of the United States, the District of Columbia or any of the territories or possessions of the United States (the “**United States**”), (ii) a resident of the United States, and (iii) executing this Certificate or otherwise placing its order to acquire the Option, while in the United States.

(B)

- the Option Holder understands and acknowledges that the Option and Shares issuable upon exercise thereof (referred to collectively as the “**Securities**”) have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), or the securities laws of any state of the United States, and that the offer and sale of the Securities to the Option Holder is being and will be made in reliance upon a private placement exemption provided by Rule 701 under the Securities Act;
- the Option Holder is acquiring, and will acquire, the Securities for its own account as principal, for investment purposes only, and not with a view to any resale, distribution or other disposition of the Securities in violation of United States federal or state securities laws;
- the Option Holder has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and the Option Holder is able to bear the economic loss of your investment in the Securities;
- the Option Holder understands and acknowledges that the Securities will be “restricted securities” within the meaning of Rule 144 under the Securities Act (“**Rule 144**”), and the Option Holder understands and agrees that the Securities may be offered, sold or otherwise transferred by the Option Holder only in transactions exempt from, or not subject to, the registration requirements of the Securities Act and applicable state securities laws, and that prior to any transfer of Securities, the Company may require the delivery of an opinion of counsel of recognized standing, or other evidence, reasonably satisfactory to the Company, to the effect that the proposed transfer may be effected without registration under the Securities Act or applicable state securities laws;
- the Option Holder understands and acknowledges that certificates representing any Securities, and all certificates issued in exchange for or in substitution of such certificates, will bear, upon the original issuance of the Securities and until the legend is no longer required under applicable requirements of the Securities Act or applicable state securities laws, a legend with respect to the transfer restrictions described in the foregoing paragraph;
- the Option Holder consents to the Company making a notation on its records or giving instructions to the transfer agent for the Securities in order to implement the transfer restrictions described herein;
- the Option Holder understands and acknowledges that the Company is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the Securities;
- the Option Holder acknowledges that the Option Holder has been afforded the opportunity (i) to ask such questions as the Option Holder deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities, and (ii) to obtain such additional information that the Company possesses or can

acquire without unreasonable effort or expense that the Option Holder considered necessary in connection with your decision to acquire the Option;

- the Option Holder understands and acknowledges that there may be United States tax consequences related to acquisition and exercise of the Option and the acquisition and disposition of the Shares issuable upon exercise thereof, and that the Option Holder is solely responsible for determining such tax consequences. In particular, the Option Holder understands and acknowledges that if the Company were to be deemed to be a “passive foreign investment company” within the meaning of the United States Internal Revenue Code in respect of any year in which the Option Holder owns Securities, the Option Holder may face adverse tax consequences, and it is solely the Option Holder’s responsibility to determine such tax consequences. No determination by the Company has been made as to whether or not it is, or expects to be in respect of any fiscal year, a passive foreign investment company;
- the Option Holder understands and acknowledges that if the Company were ever deemed to be, or to have at any time previously been, a company with (i) no or nominal operations and (ii) no or nominal assets other than cash and cash equivalents, Rule 144 under the Securities Act may be unavailable for resales of the Securities, and that the Company is under no obligation to take, and has no present intention of taking, any action to make Rule 144 under the Securities Act (or any other exemption from the registration requirements of the Securities Act) available for resales of the Securities;
- the Option Holder acknowledges that the representations and warranties and agreements contained herein are made by the Option Holder with the intent that they may be relied upon by the Company in determining the Option Holder’s eligibility to acquire the Option and the Shares issuable upon exercise thereof. The Option Holder further agrees that by accepting the Option, the Option Holder shall be representing and warranting that the foregoing representations and warranties are true as at the delivery time with the same force and effect as if they had been made by the Option Holder at the delivery time and that they shall survive the acquisition by the Option Holder of the Option and shall continue in full force and effect notwithstanding any subsequent exercise or disposition by the Option Holder of the Securities; and
- the Company is irrevocably authorized to produce this agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

Dated this ____ day of _____, 20____.

STINTON EXPLORATION LTD.

Per:

<@>, Administrator
Stock Option Plan

The Option Holder acknowledges receipt of a copy of the Plan and represents to the Company that the Option Holder is familiar with the terms and conditions of the Plan, and hereby accepts this Option subject to all of the terms and condition of the Plan. The Option Holder agrees to execute, deliver, file and otherwise assist the Company in filing any report, undertaking or document with respect to the awarding of the Option and exercise of the Option, as may be required by the Regulatory Authorities.

Signature of Option Holder

Name of Option Holder

Address of Option Holder

OPTION CERTIFICATE – SCHEDULE

The additional terms and conditions attached to the Option represented by this Option Certificate are as follows:

1. vest as to:
 - (a) <@> Shares on <@> [date];
 - (b) <@> Shares on <@> [date];
 - (c) <@> Shares on <@> [date]; and
 - (d) <@> Shares on <@> [date];
2. <@>
3. <@>

SCHEDULE "C"

STINTON EXPLORATION LTD.

STOCK OPTION PLAN

NOTICE OF EXERCISE OF OPTION

**TO: Administrator, Stock Option Plan
STINTON EXPLORATION LTD.**

The undersigned hereby irrevocably gives notice, pursuant to the Stock Option Plan (the "**Plan**") of Stinton Exploration Ltd. (the "**Company**"), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

- (a) all of the Shares; or
- (b) _____ of the Shares;

which are the subject of the Option Certificate attached hereto (attach your original Option Certificate).

The undersigned tenders herewith a certified cheque or bank draft payable to "**Stinton Exploration Ltd.**" in an amount equal to the aggregate Exercise Price of the aforesaid Shares and directs the Company to issue the certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address (provide full complete address):

Street Address	City	Province	Postal Code
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The undersigned acknowledges the Option is not validly exercised unless this Notice is completed in strict compliance with this form and delivered to the required address with the required payment prior to 4:30 p.m. local time in Vancouver, B.C. on the Expiry Date of the Option.

By executing this Notice of Exercise of Option the undersigned hereby confirms that the undersigned has read the Plan and agrees to be bound by the provisions of the Plan. All terms not otherwise defined in this Notice of Exercise of Option shall have the meanings given to them under the Plan.

By executing this Notice of Exercise of Option the undersigned hereby represents and warrants that all of the representations, warranties and agreements made by it in the Option Certificate pursuant to which it received the Option being exercised remain true and correct on the date hereof as though such representations, warranties and agreements were made on the date hereof and in respect of the acquisition of the Shares. In particular, if such representations, warranties and agreements did not include an acknowledgement that the Option was being acquired pursuant to Rule 701 under the U.S. Securities Act of 1933, as amended, then the undersigned represents and warrants that (a) it did not acquire the Option while the undersigned was in the United States of America or any of its territories or possessions and the undersigned is not exercising the Option in the United States of America or any of its territories or possessions, (b) the undersigned is not, and when it acquired the Option it was not, a resident of the United States of America or any of its territories or possessions, and (c) the undersigned is not executing this Notice of Exercise of Option, and did not otherwise place its order to acquire the Shares, from within the United States of America or any of its territories or possessions.

DATED the _____ day of _____, 20_____.

Signature of Option Holder

Name of Option Holder