

**NSS RESOURCES INC.  
STOCK OPTION AGREEMENT**

This Stock Option Agreement (this “Option”) is granted to MIA Investments Ltd. the Optionee by NSS Resources Inc. (the “Corporation”) pursuant to the NSS Resources Inc. Stock Incentive Plan (the “Plan”) as of this 30 day of July, 2014, the date this Option was granted pursuant to the Plan. This Option provides you an option to purchase the number of shares of the Common Stock of the Corporation at the times and on the terms set forth below.

1. Number of Shares. The total number of shares of Common Stock subject to this Option is Two Hundred Thousand (200,000) shares.

2. Exercise Price. The exercise price of this Option is Ten Cents (\$0.10) per share. The exercise price per share shall be paid upon exercise of all or any part of each installment which has become exercisable by you.

3. Minimum Exercise. None

4. Assurances Upon Exercise. The Corporation may, upon advice of counsel to the Corporation, place legends on stock certificates issued upon exercise of this Option as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the stock.

5. Term. The term of this Option commences on the date hereof and, unless sooner terminated as set forth below or if the Plan is terminated. This Option may terminate prior to the expiration of its term as set forth in the Plan.

6. Notice of Exercise. This Option may be exercised, to the extent specified above, by delivering written notice of exercise together with the exercise price to the Secretary of the Corporation, or to such other person as the Corporation may designate, during regular business hours, together with such additional documents as the Corporation may then require pursuant to the Plan. The notice must specify the number of shares to be purchased upon exercise and a date within 15 days after receipt of the notice by the Corporation on which the purchase is to be completed. The exercise price must be paid in cash.

7. Transferability. This Option is not transferable, except by will or by the laws of descent and distribution, or to a family trust owed by you, and shall be exercisable during your life only by you. However, you may designate a third party who, in the event of your death, would be entitled to exercise this Option, by providing a written notice in a form satisfactory to the Secretary of the Corporation.

8. Notices. Any notices provided for in this Option or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Corporation to you, five days after deposit in the mail, postage prepaid, addressed to you at the address specified below or at such other address as you hereafter designate by written notice to the Secretary of the Corporation.

9. Supremacy of the Plan. This Option is subject to all the provisions of the Plan, a copy of which is attached, and its provisions are hereby made a part of this Option, including without limitation, the provisions of paragraph 6 of the Plan relating to option provisions. This Option is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Option and those of the Plan, the provisions of the Plan shall control.

10. Optionee Acknowledgments. By executing this Option, you acknowledge and agree as follows:

10.1. The undersigned is acquiring the Option and upon exercise the shares of Common Stock for its own account as principal, not as a nominee or agent, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof in whole or in part in any transactions that would be in violation of the Securities Act. No other person has a direct or indirect beneficial interest in, and the undersigned does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to, the Option or the shares issuable upon exercise of the Option or any part thereof for which the undersigned is subscribing that would be in violation of the Securities Act.

10.2. The undersigned understands that the Corporation is under no obligation to register the Option or the shares issuable upon exercise of the Option under the Securities Act, or to assist the undersigned in complying with the Securities Act or the securities laws or of any foreign jurisdiction other than as expressly provided herein.

10.3. You further understand that upon exercise of this Option you may be subject to alternative minimum tax as a result of such exercise.

10.4. You and your transferees have no rights as a shareholder with respect to any shares of Common Stock covered by this Option until the date of the issuance of a stock certificate for such shares.

10.5. The Corporation is not providing you with advice, warranties or representations regarding any of the legal or tax effects to you with respect to this grant.

10.6. You acknowledge that you are familiar with the terms of the grant made to you under this Option and the Plan, that you have been encouraged by the Corporation to discuss the grant and the Plan with your own legal and tax advisers, and that you agree to be bound by the terms of the grant and the Plan.

11. Withholding. If the Corporation determines, in its sole discretion, that withholding is required, you agree that such withholding may be accomplished with respect to the cash compensation (if any) due to you from the Corporation. If withholding pursuant to the foregoing sentence is insufficient (in the sole judgment of the Corporation) to satisfy the full withholding obligation, you agree that you will pay over to the Corporation the amount of cash or, if acceptable to the Corporation in its sole discretion, property with a value necessary to

satisfy such remaining withholding obligation on the date this Option is exercised or at a time thereafter specified in writing by the Corporation.

12. Entire Agreement. This Option and the Plan constitute the entire agreement between the parties pertaining to the subject matter contained herein and they supersede all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Option shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Option shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13. Governing Law. This Option shall be construed according to the laws of British Columbia, as applicable. Any dispute relating to this Option shall be brought and heard only in a court of competent jurisdiction in the province of British Columbia.

Dated as of the date first written above.

**NSS RESOURCES INC.**

By: "Jag Sandhu"

Its: President

Date: July 30, 2014

The undersigned:

(a) Acknowledges receipt of the foregoing Option, agrees to its terms and understands that all rights and liabilities with respect to this Option are set forth in this Option and the Plan; and

(b) Acknowledges that as of the date of grant of this Option, it sets forth the entire understanding between the undersigned and the Corporation and its affiliates regarding the acquisition of the Common Stock of the Corporation covered by this Option and supersedes all prior oral and written agreements on that subject.

**OPTIONEE:**

Name: MIA Investments Ltd.

By: "Douglas MacQuarrie"

Date: July 30, 2014