

## AMENDING AND RESTATEMENT AGREEMENT

**THIS AMENDING AND RESTATEMENT AGREEMENT** is made and is effective as of this 31<sup>st</sup> day of May, 2015,

**AMONG:**

**STOMPY BOT PRODUCTIONS, INC.**, a New Brunswick corporation ("**Target**")

OF THE FIRST PART

- and -

**SCORP ENERGY LTD.**, a British Columbia Corporation ("**Scorp**")

OF THE SECOND PART

- and -

**682147 N.B. LTD.**, a New Brunswick Corporation ("**MergerSub**")

OF THE THIRD PART

**WHEREAS:**

1. Target, Scorp and MergerSub (the "**Parties**") entered into an amalgamation agreement dated May 5, 2015 (the "**Amalgamation Agreement**");
2. Subsection 8.1(b) of the Amalgamation Agreement authorizes the Parties to amend the Amalgamation Agreement for the purpose of waiving any inaccuracies or modifying any representations or warranties contained in the Amalgamation Agreement, by written agreement;
3. The definition of "Scorp Financing" set out at subsection 1.1(tt) is inaccurate and was made in mistake;
4. The representation of Target with respect to its authorized and issued share capital in subsection 4.2(c) of the Amalgamation Agreement is inaccurate and was made in mistake; and
5. The Parties now wish to correct the above described inaccuracy by amending and restating the written terms and conditions of the Amalgamation Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Subsection 1.1(tt) of the Amalgamation Agreement is hereby deleted and replaced with the following:

“(tt) **“Scorp Financing”** means the private placement of special warrants of Scorp in an amount of up to \$500,000 at a price of \$0.035 per special warrant (the **“Special Warrants”**), whereby each Special Warrant will be automatically exercised for one (1) Scorp Post-Consolidation Share following or concurrent with the completion or waiver of all of the conditions precedent to the Amalgamation and completion of the transaction contemplated herein;”

2. Subsection 4.2(c) of the Amalgamation Agreement is hereby deleted and replaced with the following:

“(c) it is authorized to issue an unlimited number of common shares, of which 75,310,891 common shares are outstanding as at the date hereof, and it does not have any Target Warrants, and not more than 6,350,000 Target Options outstanding as at the date hereof;”

3. Except as amended by, or as otherwise set out in, this agreement, the Parties acknowledge and agree that the Amalgamation Agreement remains in full force and effect in accordance with its terms.
4. This agreement may be executed and delivered in multiple identical counterparts but shall not come into effect until each Party has executed and delivered at least one such counterpart. Each counterpart shall be an original of this agreement and all counterparts together shall constitute but one and the same agreement.

The forgoing is agreed to and acknowledged by each of the Parties as of the date hereof.

**STOMPY BOT PRODUCTIONS, INC.**

*"John Nguyen" (Signed)*

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Name: John Nguyen  
Position: Vice President

**SCORP ENERGY LTD.**

*"Donald Gordon" (Signed)*

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Name: Donald Gordon  
Position: Authorized Signatory

**682147 N.B. LTD.**

*"John Nguyen" (Signed)*

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Name: John Nguyen  
Position: Vice President