

CROSS RIVER VENTURES CORP.

STOCK OPTION PLAN

Dated for Reference February 22, 2018

1. PURPOSE

Cross River Ventures Corp. (the “*Company*”) has adopted this Plan for the benefit of Eligible Persons. The purpose of the Plan is to give Eligible Persons the opportunity to acquire an interest in the Company, to encourage them to continue to work for Company and to advance the interests and development of the Company through the purchase of Shares. The Plan is also in place to help attract new directors, executive officers, employees, consultants or management company employees of the Company or an Affiliate of the Company.

2. DEFINITIONS

As used herein, the following terms will have the following meanings:

- (a) “*Affiliate*” has the meaning ascribed to that term in the policies of the CSE and NI 45-106;
- (b) “*Board*” means the Board of Directors of the Company;
- (c) “*Committee*” means a committee of the Board appointed in accordance with this Plan or, if no such committee is appointed, the Board itself;
- (d) “*Company*” means Cross River Ventures Corp. and any successor company thereto as provided in this Plan;
- (e) “*CSE*” means the Canadian Securities Exchange or any successor or assign thereof;
- (f) “*Disinterested Shareholder Approval*” means approval by a majority of all votes cast by the Company's shareholders at a duly constituted shareholders' meeting, excluding votes attached to shares beneficially owned by shareholders to whom Options may be granted under this Plan and their Associates and upon the Company having provided shareholders with the information required in section 2.25(3)(b) of NI 45-106 in sufficient detail to permit shareholders to form a reasoned judgment concerning the matter;
- (g) “*Eligible Person*” means any director, executive officer, employee, consultant or management company employee of the Company or an Affiliate of the Company and their permitted assigns (as those terms are defined by the policies of the CSE and NI 45-106, as amended from time to time) of the Company or any Affiliate of the Company;
- (h) “*Exchange*” means the CSE and any other stock exchange or stock quotation system on which the Shares trade;
- (i) “*Insider*” will have the meaning ascribed to that term in the Securities Act;
- (j) “*Market Price*” means the closing market price on the Exchange one trading day prior to the effective date on which the Option is granted by the Board and if there is no sale on such trading day, then the last closing market price on the Exchange prior to the effective date on which the Option is granted;
- (k) “*NI 45-106*” means National Instrument 45-106 *Prospectus and Registration Exemptions of the Canadian Securities Administrators*;
- (l) “*Option*” means the option granted to an Optionee under this Plan and the Option Agreement;
- (m) “*Option Agreement*” means such option agreement or agreements as is approved from time to time by the Board and as is not inconsistent with the terms of this Plan;

- (n) “*Option Date*” means the date of grant of an Option to an Optionee;
- (o) “*Option Exercise Form*” means the form attached to the Option Agreement and that must be completed when exercising Options;
- (p) “*Option Price*” means the price the Optionee will be required to pay, pursuant to the Plan and the Option Agreement, to acquire Option Shares;
- (q) “*Option Shares*” means the Shares which the Optionee is entitled to acquire pursuant to this Plan and the applicable Option Agreement;
- (r) “*Optionee*” means a person to whom an Option has been granted;
- (s) “*Outstanding Issue*” means the aggregate number of Shares that are outstanding immediately prior to the share issuance in question;
- (t) “*Plan*” means this stock option plan as from time to time amended;
- (u) “*Securities Act*” means the *Securities Act* (Ontario), as amended;
- (v) “*Shares*” means the common shares in the capital of the Company; and
- (w) “*Share Compensation Arrangements*” means a stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares from treasury to one or more Eligible Persons.

3. IMPLEMENTATION

The establishment of the Plan was approved by the Board.

4. ADMINISTRATION

- 4.1 The Board or, if applicable, the Committee, will be responsible for the administration of the Plan, subject to the rules of the Exchange, and except as provided for in the Plan, the Board will have the full authority to:
- (a) grant Options to purchase Shares to Eligible Persons;
 - (b) determine the time or times when, and the manner in which, each Option will be exercisable and the duration of the exercise period;
 - (c) set the Option Price, provided the pricing is congruent with this Plan;
 - (d) interpret the Plan and to make such rules and regulations relating to the Plan and establish such procedures as it may from time to time deem appropriate;

No member of the Board will be liable for any action or determination taken or made in good faith with respect to the Plan or any Options granted under the Plan and each such member will be entitled to indemnification by the Company with respect to any such action or determination in the manner provided for by the Board. Any determination approved by a majority of the members of the Board will be deemed to be a determination of that matter by the Board. Members of the Board may be granted Options under the Plan.

- 4.2 The Company will maintain, or cause to be maintained, records indicating the number of Options granted to each Optionee and the number of Option Shares issued under the Plan.

5. NUMBER OF SHARES

- 5.1 The maximum number of Shares reserved for issuance under the Plan and all of the Company’s other Share Compensation Arrangements, at any given time, shall not exceed 10% of the Outstanding Issue, on a non-diluted basis.

- 5.2 If an Option is exercised by an Optionee, the Shares will again be available for grants under the Plan and will be considered to be part of the pool of Shares available for Options under the Plan and may be granted under the Plan.
- 5.3 If an Option is cancelled, terminated, surrendered or expires without having been exercised in whole or in part, then the Shares not exercised prior to the termination of such Option, will again be part of the pool of Shares available for Options under the Plan and may be granted under the Plan.
- 5.4 All Shares issued pursuant to the due exercise of Options granted under the Plan will be so issued as fully paid and non-assessable shares.

6. ELIGIBILITY FOR OPTIONS

- (a) Optionees must be Eligible Persons who, by the nature of their jobs or their participation in the affairs of the Company, in the opinion of the Board, are in a position to contribute to the success of the Company.
- (b) An Eligible Person may receive Options on more than one occasion and may receive separate Options, with differing terms, on any one or more occasions. With respect to Options granted to employees, consultants or management company employees of the Company or an Affiliate of the Company, the Board and the Optionee are responsible for ensuring and confirming that the Optionee is a bona fide employee, consultant or management company employee of the Company or an Affiliate of the Company, as the case may be.
- (c) If an Optionee who was granted an Option under the Plan subsequently ceases to hold the position that he held when the Option was granted, he will still be eligible to hold such Option as an Optionee as long as he continues to be an Eligible Person in any capacity.
- (d) Participation in the Plan by an Optionee will be voluntary.

7. GRANTING OF OPTIONS

- 7.1 Subject to the terms and conditions of the Plan, and after reviewing any recommendations from time to time made by the Committee, if any, the Board may grant Options under the Plan to any Eligible Person and to determine the number of Shares to be optioned to each of them, the date or dates on which such Options should be granted and the terms and conditions within the limits prescribed in Section 8 of the Plan that will be attached to each such Option.
- 7.2 The Board shall, from time to time and in its sole discretion, determine which of the Eligible Persons, if any, shall be awarded Options. However, the following restrictions shall also apply to an Option award:
 - (a) the number of Shares reserved for issuance under Options granted, or the number of Options which can be granted in any 12 month period, to any one individual under the Plan will not exceed 5% of the Outstanding Issue, unless the Company obtains Disinterested Shareholder Approval;
 - (b) the number of Options which can be granted to Insiders, in any 12 month period, will not exceed 10% of the Outstanding Issue, unless the Company obtains Disinterested Shareholder Approval;
 - (c) the number of Options issuable under the Plan in a 12 month period to any one consultant or management company employee of the Company or an Affiliate of the Company will not exceed 2% of the Outstanding Issue; and
 - (d) the aggregate number of Options granted to persons employed to provide investor relations services will not exceed 2% of the Outstanding Issue in any 12 month period and must vest in stages over 12 months with no more than one-quarter of the Options vesting in any three month period; and
 - (e) for Options granted to the employees, consultants or management company employees of the Company, the Company will represent that the Optionee is a *bona fide* employee, consultant or management company employees of the Company or an Affiliate of the Company, as the case may be.

- 7.3 The granting of an Option under the Plan to an Eligible Person will not entitle nor preclude such Eligible Person from being subsequently granted one or more additional Options to purchase Shares under the Plan.
- 7.4 All Options granted under the Plan will conform to all applicable provisions prescribed by the Plan and to such specific terms and conditions as may be determined by the Board at the time of making each such grant.
- 7.5 The granting of any Option must, in order to become effective and binding on the Company, be authorized or approved by the Board.

8. TERMS AND CONDITIONS OF THE OPTIONS

- 8.1 The terms and conditions of each Option granted under the Plan will be set forth in an Option Agreement between the Company and each Optionee, such agreement to be in such form as may from time to time be approved by the Board that will include the following terms and conditions as well as such other terms and conditions not inconsistent with the Plan as may be deemed advisable by the Board:

(a) Number of Shares

Subject to the limitations set out under Sections 5.1 and 7, the Board will determine the number of Shares subject to each Option.

(b) Option Price

The Board will establish the Option Price per Share at the time of granting of the Option provided that the Option Price will not be less than the greater of: (i) the Market Price, or (ii) the closing price of the Shares on the Exchange, as of date of such grant of the Option or, if the Shares are not listed on the Exchange, the Board in its sole discretion will determine the market price at the time of grant.

(c) Vesting

The Board may impose, at the time of granting an Option to an Optionee under the Plan, terms as to the maximum number of Shares that may be exercised by such Optionee in each year or other period during the term of the Option.

(d) Term of Option

The Options will be exercisable for a period that will not exceed ten years from the Option Date.

(e) Exercise and Payment of Options

Subject to the provisions of the Plan, an Option granted under the Plan may be exercised from time to time by the Optionee, or in the event of death by his legal representatives, by giving notice in writing in accordance with the instructions provided on the Option Exercise Form attached to the Option Agreement and addressed to the Company as indicated on such form, specifying the number of Shares to be exercised, together with payment (by cash, certified cheque or bank draft) in full of the purchase price of the Shares being purchased. An Optionee who is not already a shareholder of the Company will have none of the rights of a shareholder in respect of the Option Shares until the shares are issued to such Optionee.

(f) Termination of the Option

All rights to exercise Options will terminate upon the earliest of:

- (i) the expiration date of the Option;
- (ii) at any time up to and including, but not after, 5:00 p.m. (Vancouver time) on the 90th day (or such later day as the Board in its sole discretion may determine as long as such period of time does not exceed one year) following the effective date of resignation, removal or termination of employment or service, after the Optionee ceases to be an Eligible Person for any reason other than death, disability or cause;

- (iii) the date on which the Optionee ceases to be an Eligible Person by reason or termination of the Optionee as an employee or consultant or management company employee of the Company or an Affiliate of the Company for cause (which, in the case of a consultant, includes any breach of an agreement between the Company and the consultant);
- (iv) the first anniversary of the date on which the Optionee ceases to be an Eligible Person by reason of termination of the Optionee as an employee or consultant or management company employee of the Company or an Affiliate of the Company on account of disability; or
- (v) the first anniversary of the date of death of the Optionee.

(g) Re-issuance of Options

Options which are cancelled or expire prior to exercise may be re-issued under the Plan without shareholder approval. If an Option is cancelled prior to its expiry date, Options cannot be granted to the same Optionee until 30 days have elapsed from the date of cancellation.

(h) Transferability of Option

Options are non-transferable and non-assignable.

(i) Tax Withholding.

Subject to statutory tax withholding requirements as set out in the *Income Tax Act*, the Company reserves the right, upon the exercise of any Options granted under this plan by an optionee who is an Employee or a Director of the Company, to either

- (i) sell on such optionee's behalf a sufficient number of issued shares to satisfy the tax liability under the Income Tax Act; or
- (ii) to require that such optionee pay an amount to the Company equal to the withholding obligation as a condition of exercise.

8.2 To the extent that the terms of the Plan and any Option Agreement are inconsistent, the terms of the Plan will govern.

9. ADJUSTMENT OF AND CHANGES IN THE OPTION SHARES

9.1 If the Shares, as presently constituted, are changed into or exchanged for a different number or kind of shares or other securities of the Company or of another company (whether by reason of merger, consolidation, amalgamation, recapitalization, reclassification, split, reverse split, combination of shares, or otherwise), then there shall be substituted for or added to each Share subject to or which may become subject to an Option under this Plan, the number and kind of shares or other securities into which each outstanding Share is so changed, or for which each such Share is exchanged, as the case may be. Outstanding Options under the Option Agreements will also be appropriately amended as to price and other terms as may be necessary to reflect the foregoing events. In the event that there is any other change in the number or kind of the outstanding Shares or of any shares or other securities into which such Shares are changed, or for which they have been exchanged, then, if the Board shall, in its sole discretion, determine that such change equitably requires an adjustment in any Option previously granted or which may be granted under the Plan, such adjustment will be made in accordance with such determination.

9.2 Fractional shares resulting from any adjustment in Options pursuant to this Section 9 will be cancelled. Notice of any adjustment will be given by the Company to each holder of an Option which has been so adjusted and such adjustment (whether or not such notice is given) will be effective and binding for all purposes of the Plan.

10. AMENDMENT OR DISCONTINUANCE OF THE PLAN

- 10.1 The Board may amend, suspend or terminate the Plan or any portion thereof at any time, but an amendment may not be made without shareholder approval if such approval is necessary to comply with applicable regulatory requirement.
- 10.2 Subject to regulatory approval, the approval of any stock exchange on which the Shares are then listed for trading and the limitations set out in Sections 10.3 and 10.4 below, the Board may, by resolution, amend, vary or discontinue the Plan, or any agreement or entitlement subject to the Plan, at any time without notice to or approval of the shareholders of the Company, including, without limitation, for the purpose of:
- (a) amendments of a housekeeping nature to the Plan;
 - (b) a change to the vesting provisions of a security or the Plan; and
 - (c) a change to the termination provisions of a security or the Plan which does not entail an extension beyond the original expiry date.
- 10.3 The Board will have the power, in the event of:
- (a) any disposition of substantially all of the assets of the Company, dissolution or any merger, amalgamation or consolidation of the Company, with or into any other company, or the merger, amalgamation or consolidation of any other company with or into the Company; or
 - (b) any acquisition pursuant to a public tender offer of a majority of the then issued and outstanding Shares;

but subject to compliance with the rules of the Exchange, to amend any outstanding Options to permit the exercise of all such Options prior to the effectiveness of any such transaction, and to terminate such Options as of such effectiveness in the case of transactions referred to in subsection 10.3(a) above, and as of the effectiveness of such tender offer or such later date as the Board may determine in the case of any transaction described in subsection 10.3(b) above. If the Board exercises such power, all Options then outstanding and subject to such requirements will be deemed to have been amended to permit the exercise thereof in whole or in part by the Optionee at any time or from time to time as determined by the Board prior to the effectiveness of such transaction, and such Options will also be deemed to have terminated as provided above.

- 10.4 Notwithstanding anything herein to the contrary, no amendment, variance or discontinuance of the Plan, or any agreement or entitlement subject to the Plan, may be made, without the prior written consent of the Optionee, if the Board determines that the effect thereof is to impair, derogate from or otherwise materially and adversely affect any Option previously granted to such Optionee under the Plan.

11. BINDING EFFECT

The Company and every Optionee will be bound by the terms and conditions of the Plan.

12. COMPLIANCE WITH APPLICABLE LAW

If any provision of the Plan or any agreement entered into pursuant to the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange having authority over the Company or the Plan, then such provision will be deemed to be amended to the extent required to bring such provision into compliance therewith.