

INCENTIVE STOCK OPTION PLAN

AS AMENDED AUGUST 15, 2013

An Incentive Stock Option Plan (herein called the "Plan") for YANGAROO Inc. (the "Corporation") is hereby established with the intent of advancing the interests of the Corporation by encouraging and enabling the acquisition of an equity interest in the Corporation by the participants in the Plan.

Capitalized terms used in this Plan and any Exhibits or Schedules thereto and not otherwise defined in the Plan, or such Exhibits and/or Schedules, shall have the meanings attributed thereto in Policy 4.4, Policy 1.1, and any other applicable policy of the TSX Venture Exchange (the "Exchange").

1. The Board of Directors, or any committee thereof specifically designated by the Board of Directors to be responsible therefore (the "Committee"), shall, from time to time, by resolution designate those employees, directors, senior officers, consultants and other service providers, if any, who, in the opinion of the Board of Directors or such Committee, bear significant responsibility for the management and growth of the Corporation and who, as an additional inducement to promote the best interests of the Corporation, are entitled to participate in the Plan (herein referred to as the "Participant(s)") and shall determine the extent and terms of such participation by such Participants. For greater certainty, Directors, Employees and Consultants (as those terms are defined in TSX Venture Exchange Policy 4.4 ("Policy 4.4")). The judgement of the said Board of Directors or the Committee in designating Participants and the extent of their participation shall be final and conclusive; provided, however, that each designated Participant shall have the right not to participate in the Plan and any decision not to participate therein shall not affect his or her employment by, or other engagement with, the Corporation. The provisions of the Plan and the eligibility of Participants shall further be subject to and be deemed to be amended to comply with any and all requirements of any stock exchange or exchanges upon which the Corporation's common shares may from time to time be listed for trading and any other applicable regulatory authority (collectively, the "Regulatory Authorities"). The stock exchange requirements shall, while the Corporation's common shares are listed on the Exchange, include, without limitation, the requirements set out in Exhibit "A" to the Plan.
2. The Plan is an amendment to the incentive stock option plan (the "Initial Plan") adopted by the Corporation's shareholders at a meeting of the shareholders held on the 25th day of June, 2007 (as amended by the Corporation on June 15, 2010).
3. (a) The total number of authorized but unissued common shares allocated to and made available to be issued to Participants under the Plan shall not exceed, at the time of any grant of options under the Plan, that number of common shares that is equal to ten percent (10%) of the issued shares of the Corporation at such time of grant (including, for certainty, common shares subject to stock option agreements entered into pursuant to the terms of the Initial Plan). Notwithstanding the provisions of the

Plan, the grant of options under the Plan shall be subject to the regulations and policies in effect from time to time by the applicable Regulatory Authorities.

- (b) The Corporation represents that, in the event that it wishes to grant options under the Plan to “Employees”, “Consultants” or “Management Company Employees” (as those terms are defined for the purpose of Policy 4.4), it will only grant such options to Participants who are bona fide Employees, Consultants or Management Company Employees, as the case may be.

The exercise price to each Participant for each common share optioned to such Participant shall be determined by the Board of Directors or Committee but shall not, in any event, be less than the “Discounted Market Price” of the Corporation’s common shares on Exchange (as the term is defined in TSX Venture Exchange Policy 1.1 [“Policy 1.1”]); provided that such exercise price per common share in respect of options granted within 90 days of a Distribution by a Prospectus (as those terms are defined in Policy 1.1) shall not be less than the greater of the Discounted Market Price and the price per common share paid by public investors for Listed Shares (as defined in Policy 1.1) of the Corporation under the Distribution.

4. Residents of the United States of America or any territory or possession thereof may be Participants in the Plan provided that such participation is in accordance with and does not violate any securities or other legislation, regulation or policy of the applicable governing authorities in the United States of America or any state, territory or possession thereof.
5. The Board of Directors or the Committee shall have the unfettered right to interpret the provisions of this Plan and to make such regulations and formulate such administrative procedures for carrying this Plan into effect and to make such changes therein and in the regulations and administrative provisions therein as, from time to time, the Board or the Committee deem appropriate in the best interests of the Corporation. The Board of Directors shall also have the unfettered right from time to time and at any time to rescind or terminate the Plan; provided, however, that no such rescission or termination shall impair or change the rights and options theretofore granted under the Plan without the prior written consent of the Participant or Participants affected thereby.
6. The Corporation shall pay all costs of administering the Plan.
7. The Board of Directors, the Committee or the specific option agreement entered into by the Participant may specify that the options granted hereunder may only be exercisable at certain specified intervals. A written agreement shall be entered into between the Corporation and each person to whom an option is granted hereunder which agreement shall set out the option price and the terms and conditions on which the option may be exercised, all in accordance with the provisions of the Plan. The agreement shall be in such form as the Board of Directors may from time to time approve and as the rules and policies of the Regulatory Authorities permit and may contain such terms as may be considered necessary in order that the option will also comply with any provisions respecting stock options in the income tax or other laws in force in any country or

jurisdiction or which the person to whom the option is granted may from time to time be a resident or citizen.

8. In addition to any resale restrictions under applicable securities laws and any other circumstances under which the Exchange Hold Period (as defined in Policy 1.1) may apply, where the stock option exercise price is at a discount to the Market Price, any such stock options and the underlying Listed Shares, if exercised prior to the Exchange Hold Period, shall be legended commencing on the date of the grant of options as follows:

“Without prior written approval of TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert date that is 4 months plus a date from date of grant].”

9. Subject to applicable regulatory approval, the Board of Directors may from time to time amend this Plan and the terms and conditions of any option thereafter to be awarded and, without limiting the generality of the foregoing, may make such amendments for the purpose of meeting any changes in any relevant law, the Exchange or other regulatory authority policy, rule or regulation applicable to this Plan, any option or the underlying, or for any other purpose which may be permitted by all relevant laws, rules and regulations, provided always that any such amendment shall not alter the terms or conditions of any option or impair any right of any Optionee pursuant to any option awarded prior to such amendment. Subject to applicable regulatory approval, the Board of Directors may from time to time retroactively amend this Plan and may also, with the consent of the affected Optionees, retroactively amend the terms and conditions of any options which have been previously awarded. With the consent of affected Optionees, the Board of Directors may amend the terms of any outstanding option so as to reduce the number of optioned shares, increase the exercise price, or cancel an option without approval of the shareholders or the Exchange. Any other amendment will be subject to receiving prior Exchange approval. This Plan must be approved by the Shareholders annually, at a duly called Annual General Meeting of the Shareholders. Disinterested shareholder approval (as defined in Policy 4.4) will be required for: (i) any reduction in the exercise price of options granted to Insiders; and (ii) the situations where the Plan, together with all other outstanding options could result at any time in: (b) the issuance to any one Optionee, within a 12 month period, of a number of Shares exceeding 5% of the Corporation's issued shares.

EXHIBIT “A”

**To the Incentive Stock Option Plan
of YANGAROO Inc.**

The following provisions shall apply to the Plan and options granted there under:

- (a) all options are non-assignable and non-transferable;
- (b) options can be exercisable for a maximum of 10 years from the date of grant;
- (c) the aggregate number of options granted to any one Person (and Companies wholly owned by that Person) in a 12 month period must not exceed 5% of the issued shares of the Issuer, calculated on the date an option is granted to the Person (unless the Issuer has obtained the requisite disinterested Shareholder approval), it being understood that such restriction shall include/apply to any Employee or Director whose duties consist primarily of Investor Relations Activities;
- (d) the aggregate number of options granted to any one Consultant in a 12 month period must not exceed 2% of the issued shares of the Issuer, calculated at the date an option is granted to the Consultant;
- (e) the aggregate number of options granted to all Persons retained to provide Investor Relations Activities must not exceed 2% of the issued shares of the Issuer in any 12 month period, calculated at the date an option is granted to any such Person;
- (f) if a provision is included that the Optionee’s heirs or administrators can exercise any portion of the outstanding option, the period in which they can do so must not exceed one year from the Optionee’s death;
- (g) disinterested Shareholder approval will be obtained for any reduction in the exercise price if the Optionee is an Insider of the Issuer at the time of the proposed amendment;
- (h) options granted to an Optionee who is engaged in Investment Relations Activities must vest in stages over a period of not less than 12 months with no more than 25% of such options vesting in any three (3) month period;
- (i) Optionees who performs Investor Relations Activities shall provide written notice to the Board of Directors of each of such Optionee’s trades of securities of the Corporation, within five business days of each trade.