LEHMAN TRIKES INC.

STOCK OPTION PLAN

LEHMAN TRIKES INC. (the "Corporation") hereby adopts a Stock Option Plan (the "Plan") for officers, directors, employees and consultants (including the personal holding companies of such individuals) of the Corporation and its affiliates, as follows:

1. **Definitions.** In this Plan, the following words and expressions shall have the respective meanings ascribed to them below:

(a) "Affiliate" shall have the meaning ascribed thereto in the applicable securities legislation;

(b) "Board" shall mean the board of directors of the Corporation;

(c) "Consultant' shall mean an individual who performs services for the Corporation on an ongoing basis or who has provided or is expected to provide a service of considerable value to the Corporation;

(d) "Eligible Person" shall mean any officer, director, employee or consultant of the Corporation or its Affiliates and the personal holding company of such individuals;

(e) "Exercise Price" of an Option shall mean, such price per Share as determined by the Board, or in respect of options issued after the Corporation is listed on any Stock Exchange, the price payable for a Share upon the exercise of the Option determined by the Board, provided that such price shall in no event be lower than the Market Value of one Share on the last trading day immediately preceding the day on which notice of the grant of the Option is given to the Stock Exchange, less the applicable discount permitted by such Stock Exchange and the minimum Exercise Price per Share must be at least $0.10. The Exercise Price of an Option issued prior to the Corporation's initial public offering shall be the price of a Share set out and agreed upon in a Stock Option Agreement dated prior to the initial public offering;

(f) "Market Value" of a Share on a particular day shall mean the closing price of the Common Shares on such day (or on a day on which there was no trade in the Common Shares, the average bid and asked prices for the Common Shares on such Stock Exchange on such day), provided that the Market Value shall be so determined in Canadian dollars and shall be rounded to the nearest whole cent;

(g) "Option" shall mean an option, granted to an Eligible Parson in accordance with the terms of this Plan, to acquire a Share from the Corporation upon the exercise of the Option and upon payment of the Exercise Price;

(h) "Optionee" in respect of an Option, shall mean the Eligible Person to whom the Option was granted;

(i) "Share" shall mean any class of common Share in the capital of the Corporation as constituted at the date hereof and any shares of the Corporation into which such a common share is changed, classified, reclassified, subdivided, consolidated or convened whether by reason of an amalgamation or other form of reorganization; and

(j) "Stock Exchange" shall mean The Alberta Stock Exchange, The Toronto Stock

Exchange and such other stock exchange as may be prescribed by the Board on which the Shares are listed for trading.

2. **Purpose**. The purpose of the Plan is to secure for the Corporation and its shareholders the incentive inherent in share ownership by officers, directors, employees and consultants of the Corporation who, in the Opinion of the Board, will be largely responsible for its future growth and success.

3. **Number of Shares and Lapsed Options.** From time to time, Shares may be reserved by the Board, in its discretion, for Options under the Plan, provided that at the time of the grant, the total number of Shares so reserved for issuance by the Board shall not exceed ten (10%) percent of the outstanding listed shares (on a non-diluted basis) and the aggregate number of Shares so reserved for issuance to any one Optionee that is an officer, director or employee shall not exceed five (5%) percent of the outstanding Shares (on a non-diluted basis). In the case of an Optionee that is a Consultant, the aggregate number of shares to be issued shall not exceed one (1%) percent of the issued and outstanding Shares (on a non-diluted basis) at the time of the grant. The Shares so reserved by the Board under the Plan shall be authorized but unissued Shares.

Nothing contained herein shall restrict or limit or be deemed to restrict or limit the rights or powers of the Board in connection with any allotment and issuance of any shares which were not allotted and issued hereunder.

4. **Eligibility and Participation.** Options shall not he granted under this Plan to any person other than an Eligible Person. No Eligible Person shall have any claim or right to be granted Options under this Plan.

5. **Grant of Options.** The Board shall, from time to time and in its sole discretion, determine the Eligible Persons to whom Options are to be granted under this Plan and may take into consideration the current and potential contributions of a particular Eligible Person to the success of the Corporation and such other factors which the Board deems proper and relevant

Options shall be granted by the Board in accordance with this Plan to Eligible Persons in its sole discretion and shall be subject to such approvals as may be required by applicable law or any Stock Exchange upon which any securities of the Corporation are listed.

A subsequent Option may not be granted to an Optionee under this Plan until one (1) year from the date of granting of the original Option,

The grant of every Option hereunder shall be made by written agreement between the Corporation and the Optionee, the provisions of which shall conform to the provisions of this Plan and shall be otherwise satisfactory to the Board in its sole discretion.

A grant of Options under the Plan shall not be construed as giving an Optionee any right to continue in the employment of the Corporation, nor shall it affect the right of the Corporation to terminate the employment of any Optionee

6. **Exercise of Options.** Unless the Board specifically determines otherwise, the Options granted to an Optionee may be exercised by the Optionee, in whole or in part, from time to time at the Optionee's discretion, while the Optionee is an officer, director or employee of the Corporation or its Affiliates,

All Options that have not been exercised by the Optionee shall cease to be exercisable and shall expire upon the earliest of (i) the termination of employment or removal of the Optionee as a director or officer of the Corporation or its Affiliates for cause; (ii) ninety (90) days after the termination of employment or an Optionee ceasing to be an officer or director for reasons other than termination or removal for cause; (iii) the first anniversary of the death of the Optionee; (iv) the fifth (5th) anniversary of the date on which the Option was granted; and (v) any date specified in any Stock Option Agreement granted to an Optionee by the Board.

The exercise of an Option will be contingent upon receipt by the Corporation of payment of the flail exercise price of such Option. No Optionee or legal representative, legatee or distributee in respect of an Optionee shall be considered to be a holder of any Share subject to an Option, unless and until such Share has been filly paid for and issued upon the exercise of the Option.

7. **Taxes.** The Corporation may require an Optionee, as a condition of exercise of an Option, to pay to or reimburse the Corporation for any taxes which are required to be withheld and remitted by it in respect of the exercise of such Option under any applicable laws.

8. **Effect of Take-over Bid.** If a *bona fide* offer for Shares is made to an Optionee or to shareholders generally or to a class of shareholders which includes an Optionee, and the offer, if accepted in whole or in pert by any person or persons, would result in the offeror exercising control over the Corporation within the meaning of applicable securities legislation, then the Corporation shall, immediately upon receipt of notice of the offer, notify each Optionee currently holding an Option of the offer, with full particulars thereof; whereupon such Option, then available for exercise, may be exercised by the Optionee so as to permit the Optionee to tender the Share received upon such exercise pursuant to the offer.

9. **Changes to Shares.** Notwithstanding any other provision of this Plan, in the event of any change in the outstanding Shares of the Corporation by reason of any stock dividend, split, recapitalization, reclassification, amalgamation, merger, consolidation. combination or exchange of Shares or distribution of rights to holders of Shares or any other form of corporate reorganization whatsoever, an equitable adjustment shall be made to any Options then outstanding and the Option Price (or Prices) in respect of such Options. Such adjustments shall be made by the board in its sole discretion and, subject to applicable law, shall be conclusive and binding for all purposes of the Plan.

10. **Necessary Approvals.** The grant of Options, the obligation of the Corporation to sell and deliver Shares on the exercise of Options, and any amendments to the Plan shall be subject to any approvals required by applicable law or any Stock Exchanges on which the Shares are listed for trading being obtained.

11. **Administration of the Plan.** The Board may interpret the Plan and make all other determinations that it considers in its sole discretion to be necessary or advisable for the administration of the Plan. The Board may, in its sole discretion, prescribe, adopt, amend and rescind rules and regulations for carrying out and administering the Plan. The interpretation and construction of any provision of the Plan by the Board shall be final and conclusive. The administration of the Plan shall be the responsibility of the appropriate officers of the Corporation duly designated for the purposes thereof by the Board and all costs in respect thereof shall be paid by the Corporation

12. **Amendments to Plan.** Subject to obtaining the consent of applicable securities regulatory authorities in those circumstances where such consent is required, and shareholder approval in those circumstances where such approval is required to be obtained by any regulatory authority, the Board may amend, modify or terminate the Plan at any time if and when it considers it to be advisable to do so in its sole discretion, except with respect to any Option then outstanding under the Plan.

13. **No Undertaking or Representation.** The Corporation makes no undertaking or representation as to the future value or price, or as to the listing on any Stock Exchange, of any Shares issued in accordance with the Plan.

14. **Assignability and Transferability.** Options (and any rights thereunder) shall not be assignable or transferable otherwise than by will or pursuant to the laws of succession or descent and

distribution, and, during tile lifetime of an Optionee, shall only be exercisable by the Optionee.

15. **Compliance with Applicable Law.** If any provision of the Plan or any Option contravenes any law or any order, policy, by-law or regulation or any regulatory body or Stock Exchange having jurisdiction or authority over securities of the Corporation or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewitb.

16. **Enurement.** The Plan shall enure to the benefit of, and be binding upon, the Corporation, its Affiliates and their respective successors and assigns. The Plan shall enure to the benefit of, and be binding upon, an Optionee and the personal representative of a deceased Optionee.

17. **Governing Law and Interpretation.** The Plan shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.