CAPITAL BLF INC.
(the "Corporation")

SHARE OPTION PLAN

1. The Plan

A share option plan (the "Plan") pursuant to which options (hereinafter, an "Option" or "Options") to purchase Shares or such other securities as may be substituted therefor or may be acquired by a Participant (as defined in Section 3 hereof) upon the exercise of an Option of the Corporation, is hereby established on the terms and conditions herein set forth.

2. Purpose

The purpose of this Plan is to advance the interests of the Corporation by encouraging the Directors, Employees, Consultants, Consultant Companies and other individuals that render services on a regular basis to the Corporation following the completion of a qualifying transaction to acquire Shares, thereby:

(a) increasing the proprietary interests of such persons in the Corporation;

(b) aligning the interests of such persons with the interests of the Corporation's Shareholders generally;

(c) encouraging such persons to remain associated with the Corporation; and

(d) furnishing such persons with an additional incentive in their efforts on behalf of the Corporation.

3. Interpretation

"**Associate**" means, where used to indicate a relationship between a person and a corporation, a person who beneficially owns, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all voting securities of the corporation, a spouse of such person that is an individual or an immediate family member of such person and, where used to indicate a relationship between a person and a partnership, a partner of that partnership and, if such partner is an individual, a spouse of such person that is an individual or an immediate family member of such person, and where used to indicate a relationship between a person and a trust, a beneficiary or trustee of that trust and, if such person is a beneficiary or a trustee of such trust, a spouse of such person that is an individual or any immediate family member of such person.

"**Consultant**" has the meaning ascribed to ‘‘ Employee ’’, ‘‘ Management Company Employee ’’ and ‘‘ Optionee ’’herein.

"**Director**" has the meaning ascribed to ‘‘ Employee ’’, ‘‘ Management Company Employee ’’ and ‘‘ Optionee ’’herein.

"**Disinterested Shareholder Approval**" means all Shareholders with the exception of the Corporation's Insiders and Associates.

"**Employee**" has the meaning ascribed to in Policy 4.4 of the Exchange.

"**Exchange**" means the TSX Venture Exchange Inc.

"**Insider**" means:

(i) a director or senior officer of the Corporation; or

(ii) a director or senior officer of a company that is an Insider or subsidiary of the Corporation; or

(iii) a person that beneficially owns or controls, directly or indirectly, securities carrying more than 10% of the voting rights attached to all outstanding securities of the Corporation; or

(iv) the Corporation itself if it holds any of its own securities.

"**Investor Relations Activities**" has the meaning ascribed to in Policy 1.1 of the Exchange.

"**Management Company Employee**" has the meaning ascribed to in Policy 4.4 of the Exchange.

"**Market Price**" has the meaning ascribed to in Policy 1.1 of the Exchange.

"**Optionee**" has the meaning ascribed to in Policy 4.4 of the Exchange.

"**Participant**" means:

(i) a Director of the Corporation or a director of any subsidiary of the Corporation;

(ii) a senior officer of the Corporation or any subsidiary of the Corporation;

(iii) an Employee of the Corporation or any subsidiary of the Corporation;

(iv) a Management Company Employee of the Corporation or any subsidiary of the Corporation;

(v) a Consultant retained by the Corporation or any subsidiary of the Corporation;

(vi) a Consultant retained to carry out Investor Relations Activities for the Corporation.

"**Shareholder**" means the holder(s) of Shares of the Corporation.

"**Share**" means a common share of the Corporation.

4. Shareholders Approval

The Corporation does not have to obtain Disinterested Shareholder Approval of the Plan if the number of Shares reserved for issuance under Options does not exceed at all time 10% of the issued Shares.

5. Administration

(a) This Plan shall be administered by the directors of the Corporation (the "Directors");

(b) Subject to the terms and conditions set forth herein, the Directors are authorized to provide for the granting, exercise and method of exercise of Options, all on such terms as they shall determine in their sole discretion. In addition, the Directors shall have the authority to:

(i) construe and interpret this Plan and all option agreements entered into hereunder;

(ii) prescribe, amend and rescind rules and regulations relating to this Plan; and

(iii) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Directors shall be binding on all Participants (as hereinafter defined) and on their legal, personal representatives and beneficiaries.

(c) Notwithstanding the foregoing or any other provision contained herein, the Directors shall have the right to delegate the administration and operation of this Plan, in whole or in part, to a committee of the Directors or to any officer of the Corporation. Whenever used herein, the term “Directors” shall be deemed to include any committee or officer to which the Directors have, fully or partially, delegated responsibilities and/or authority relating to the Plan or the administration and operation of the Plan pursuant to this Section 5; and

(d) Options to purchase the Shares granted hereunder shall be evidenced by an agreement, signed on behalf of the Corporation and by the person to whom an Option is granted, which agreement shall be in such form as the agreement attached hereto as Schedule “A”, as amended from time to time by the Directors.

6. Shares Subject to Plan

Subject to Section 16 below, the securities that may be acquired by Participants under this Plan shall consist of authorized but unissued Shares of the Corporation.

7. Maintenance of Sufficient Capital

The Corporation shall at all times during the term of this Plan ensure that the number of Shares it is authorized to issue shall be sufficient to satisfy the requirements of this Plan.

8. Eligibility and Participation

(a) The Directors may from time to time, in their sole discretion, grant an Option to any Participant, upon such terms, conditions and limitations as the Directors may determine, including the terms, conditions and limitations set forth herein and pursuant to the terms and conditions of an individual option agreement set forth as Schedule "A", provided that Options granted to any Participant or a reduction in the exercise price of a previously granted Option shall be approved by the applicable Shareholders of the Corporation if the rules of the Exchange require such approval; and

(b) The Directors may, in their discretion, select any of the following persons to participate in this Plan, provided that any such person, at the time of issuance, was an Employee, a Consultant or Management Company Employee. The granting of an Option to an Employee, Consultant or Management Company Employee constitutes a representation by the Corporation that such Participant is a *bona fide* Employee, Consultant or Management Company Employee, as the case may be.

9. Exercise Price

The Directors shall, at the time an Option is granted under this Plan, fix the exercise price (‘‘Exercise Price’’) at which Shares may be acquired upon the exercise of such Option provided that the minimum exercise price shall not be less than the last closing price of the Listed Shares before the date of the stock option grant. A news release must be issued at the time an Option is granted.

Any reduction in the exercise price of an Option held by an Insider of the Corporation at the time of the proposed amendment shall be subject to Disinterested Shareholder Approval.

10. Number of Optioned Shares

The number of Shares that may be acquired under an Option granted to a Participant shall be determined by the Directors as at the time the Option is granted, provided that:

(a) This Share option plan will reserve a maximum 736,200, representing 10% of the issued Shares of the Corporation at the time of the coming into force of this Plan, less outstanding Share options held by directors;

(b) The aggregate number of listed Shares that may be reserved for issuance pursuant to a stock option plan, or as incentive stock options must not exceed 5 % of the issued Shares of the Corporation (determined at the date the option was granted) to any one individual in a 12-month period;

(c) Options that have been cancelled or that have expired without being exercised continue to be issuable under the Plan;

(d) The number of Options granted to any one Consultant in a 12-month period must not exceed 2% of the issued Shares of the Corporation, calculated at the date the Option was granted to the Consultant;

(e) The number of Options granted to persons employed to provide Investor Relations Activities in a 12-month period must not exceed 2% of the issued Shares of the Corporation, calculated at the date the option was granted and these options must vest in stages over 12 months with no more than ¼ of the options vesting in any three-month period;

(f) Pursuant to the Plan, no Options shall be granted that would result in Insiders receiving, within a 12-month period, Options exceeding 10% of the total number of issued and outstanding Shares;

(g) The number of Shares issuable to insiders, at any time, under a stock option plan, together with all of the Corporation’s previously established and outstanding stock option plans or grant granted to Insiders, cannot exceed 10% of the issued Shares; and

(h) The number of Shares issued to insiders, within any one year period, under a stock option plan, together with all of the Corporation’s previously established and outstanding stock option plans or grant granted to Insiders, shall not exceed 10% of the issued Shares.

11. Term

The period during which an Option may be exercised (the "Option Period") shall be determined by the Directors at the time the Option is granted, subject to any vesting limitations which may be imposed by the Directors in their sole unfettered discretion at the time such Option is granted, provided that:

(a) no Option shall be exercisable for a period exceeding five (5) years from the date the Option is granted unless otherwise specifically provided by the Directors and authorized by the Exchange, if applicable;

(b) Options granted to an Optionee who is engaged in Investor Relations Activities must expire within 30 days after the Optionee ceases to be employed to provide Investor Relations Activities; and

(c) Options granted to any Optionee who is a Director, Employee, Consultant or Management Company Employee must expire within 90 days after the Optionee ceases to be in at least one of those categories.

12. Method of Exercise of Option

(a) Except as set forth in Section 11 and Section 13 below or as otherwise determined by the Directors, no Option may be exercised unless the holder of such Option is, at the time the Option is exercised, a Participant;

(b) Options may be exercised in whole or in part and may be exercised on a cumulative basis where a vesting limitation has been imposed at the time of grant;

(c) Any Participant (or his legal, personal representative) wishing to exercise an Option shall deliver to the Corporation, at its principal office in Montreal :

(i) a written notice expressing the intention of such Participant (or his or her legal, personal representative) to exercise his or her Option and specifying the number of Shares in respect of which the Option is exercised; and

(ii) a cash payment, cheque or bank draft, representing the full purchase price of the Shares in respect of which the Option is exercised.

(d) Upon the exercise of an Option as aforesaid, the Corporation shall use its reasonable efforts to forthwith deliver, or cause the registrar and transfer agent of the Shares to deliver, to the relevant Participant (or his or her legal, personal representative) or to the order thereof, a certificate representing the aggregate number of fully paid and non-assessable Shares as the Participant (or his or her legal, personal representative) shall have then paid for.

13. Death, Permanent Disability or Normal Retirement of a Participant

In the event of the death, permanent disability or normal retirement of a Participant, any Option previously granted to such Participant shall be exercisable until the end of the Option Period or until the expiration of 12 months or a period determined by the Directors, after the date of death, permanent disability or normal retirement of such Participant, whichever is earlier, and then, in the event of death or permanent disability, only:

(a) by the Participant or person or persons to whom the Participant’s rights under the Option shall pass by the Participant’s will or by applicable law; and

(b) to the extent that the Participant was entitled to exercise the Option as at the date of his death or permanent disability.

14. Rights of Participants

No person entitled to exercise any Option granted under this Plan shall have any of the rights or privileges of a Shareholder of the Corporation in respect of any Shares issuable upon exercise of such Option until such Shares have been paid for in full and issued to such person.

15. Proceeds from Exercise of Options

The proceeds from any sale of Shares issued upon the exercise of Options shall be added to the general funds of the Corporation and shall thereafter be used from time to time for such purposes as the Directors may determine and direct.

16. Adjustments

(a) The number of Shares subject to the Plan shall be increased or decreased proportionately in the event of the subdivision or consolidation of the outstanding Shares of the Corporation, and in any such event a corresponding adjustment shall be made changing the number of Shares deliverable upon the exercise of any Option granted prior to such event without any change in the total price applicable to the unexercised portion of the Option, but with a corresponding adjustment in the price for each Share covered by the Option. In case the Corporation is reorganized, appropriate provisions shall be made for the continuance of the Options outstanding under this Plan and to prevent their dilution or enlargement; and

(b) Adjustments under this Section 16 shall be made by the Directors, whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Shares shall be issued under this Plan on any such adjustment.

17. Transferability

All benefits, rights and Options accruing to any Participant in accordance with the terms and conditions of this Plan shall not be transferable or assignable except, where qualified, to a Registered Retirement or similar plan where the Participant is the annuitant thereof, or to a family trust controlled by the Participant. During the lifetime of a Participant, any Options granted hereunder may only be exercised at the direction of the Participant and in the event of the death or permanent disability of a Participant, by the person or persons to whom the Participants' rights under the Option pass by the Participant's Will or by applicable law. Any transfer of Options by a Participant is subject to the approval of the Exchange.

18. Amendment and Termination of Plan

At any time, the Directors may make amendments to the Plan that, in their sole judgment are required without obtaining the approval of the Shareholders of the Corporation, except for (i) amendments to the maximum number of Options that can be granted under the Plan to acquire Shares, (ii) amendments to the exercise price of Options granted to insiders of the Corporation, and (iii) amendments to extend the terms of outstanding Options granted pursuant to the Plan. Any amendments made pursuant to this Section 18 shall, if required, be subjected to the prior approval of, or acceptance by, the Exchange.

19. Particulars

(a) An Option can be exercised partially or completely by sending to the Corporation, at its principal address, a written notice indicating the amount of Shares purchased in accordance with the Option and accompanied of the full payment, by certified cheque or a cash payment, representing an amount equal to the Exercise Price of these Shares multiply by the amount of Shares;

(b) In the occasion of a partial or complete exercise of an Option, the Corporation must deliver to the Optionee a registered certificate in the name of the Optionee representing the amount of Shares in the Notice;

(c) The Shares issued following the valid exercise of an Option will be entirely Issued as entirely paid and non assessable. Issue of these Shares will not require any resolution or additional approvals by the Directors and will be considered to have taken place at the date where the Option was exercised;

(d) The Shares issued following the valid exercise of an Option within four months of the date of the grant of such Option must be attested by a certificate legended with a four month Exchange hold period commencing on the date the Option was granted.

20. Necessary Approvals

The obligation of the Corporation to issue and deliver Shares in accordance with this Plan is subject to applicable securities legislation and to the receipt of any approvals that may be required from any regulatory authority to stock exchange having jurisdiction over the securities of the Corporation. If Shares cannot be issued to a Participant upon the exercise of an Option (for any reason whatsoever) the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the relevant Participant as soon as practicable.

21. Stock Exchange Rules

This Plan and any option agreements entered into hereunder shall comply with the requirements from time to time of the Exchange.

22. Right to Issue Other Shares

The Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying Share dividends, issuing further Shares of the Corporation, varying or amending its structure or conducting its business in any way whatsoever.

23. Notice

Any notice required to be given by this Plan shall be in writing and shall be given by registered mail, postage prepaid or delivered by courier or by facsimile transmission addressed, if to the Corporation, at its principal address in Montreal, Attention: Chief Executive Officer; or if to a Participant, to such Participant at his or her address as it appears on the books of the Corporation or in the event of the address of any such Participant not so appearing then to the last known address of such Participant; or if to any other person, to the last known address of such person.

24. Gender

Whenever used herein words importing the masculine gender shall include the feminine and neutral genders and vice versa.

25. Interpretation

This Plan will be governed by and construed in accordance with the laws of the Province of Québec.

(Signatures appear on the following page)

DATED this 31st day of March, 2008.

CAPITAL BLF INC.

Per: *(s) Claude Blanchet*
Claude Blanchet
President and Chief Executive Officer

Per: *(s) Pierre L. Martel*
Pierre Martel
Chief Financial Officer and Secretary

Schedule “A”

OPTION AGREEMENT

This Agreement dated as of the ● day of ●, ●,

BETWEEN:

CAPITAL BLF INC.
a corporation incorporated pursuant to the Canada Business Corporations Act
(hereinafter called the “Corporation”),

OF THE FIRST PART,

\- and -

●
of the ● of ●, in the ● of ●•,
(hereinafter called the “Participant”),

OF THE SECOND PART.

WHEREAS the Corporation has established a Share option plan dated ●, 2007 as amended from time to time (the “Plan”);

AND WHEREAS terms not otherwise defined herein shall have the meaning set forth in the Plan;

WHEREAS the Participant is a bona fide senior officer, director (as applicable), Employee, Management Company Employee or Consultant of the Corporation or any subsidiary of the Corporation;

AND WHEREAS the Corporation desires to grant to the Participant an option to purchase Shares of the Corporation (the “Shares”) on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. The Corporation hereby grants to the Participant an irrevocable, non-assignable and non-transferable option (the “Option”) to purchase all or any part of ● Shares at a price of $● per Share subject to the terms and conditions set forth herein.

2. The Option expires and terminates at 5:00 p.m. (Montreal Time) on the day (the “Expiry Date”) that is the earlier of (i) the fifth anniversary of the date hereof and (ii) the dates determined by Sections 6 and 7 below.

3. The Shares optioned under this Agreement shall vest as follows: ● [NTD: only if vesting applies]: Should a successful take-over or change in control of the Corporation occur, the outstanding Option that has been granted may be entirely exercised notwithstanding the above vesting period.

4. Except as provided in Sections 6 and 7 below, the Option may only be exercised while the Participant is a director (as applicable), senior officer, Employee, Management Company Employee or Consultant of the Corporation or any subsidiary of the Corporation. The Participant

(or his legal representative) may exercise the Option by delivering to the Corporation, at its principal office in Montréal, Québec:

(a) a written notice expressing the intention to exercise the Option and specifying the number of Shares in respect of which the Option is exercised;

(b) a cash payment, cheque or bank draft, representing the full purchase price of the Shares in respect of which the Option is exercised; and

(c) in the event the Option is exercised in accordance with this Agreement by person(s) other than the Participant, proof satisfactory to the Corporation of the right of such person(s) to exercise the Option.

5. Upon the exercise of the Option as aforesaid, the Corporation shall employ its reasonable efforts to forthwith deliver, or cause the registrar and transfer agent of the Shares to deliver, to the Participant (or his legal representative) or to the order thereof, a certificate representing the aggregate number of fully paid and non-assessable Shares as the Participant (or his legal representative) shall have then paid for.

(a) Subject to Subsection 6(b) hereof, if the Participant shall cease to be a director (as applicable), senior officer, Employee, Management Company Employee or Consultant of the Corporation or any subsidiary of the Corporation for any reason other than death or permanent disability, the Option granted herein will terminate at 5:00 p.m. (Montréal Time) on the earlier of the (i) ninetieth (90th) day after the date the Participant ceases to be a director (as applicable), senior officer, Employee, Management Company Employee or Consultant of the Corporation or any subsidiary of the Corporation and (ii) the fifth anniversary of the date hereof; and

(b) If the Participant is engaged in Investor Relations Activities on behalf of the Corporation or any subsidiary of the Corporation and ceases to be retained as a Consultant engaged in Investor Relations Activities for the Corporation or any subsidiary of the Corporation for any reason other than death or permanent disability, his Option will terminate at 5:00 p.m. (Montréal Time) on the earlier of the (i) thirtieth day after the date the Participant ceases to be a Consultant engaged in Investor Relations Activities on behalf of the Corporation or any subsidiary of the Corporation and (ii) the fifth anniversary of the date hereof.

6. In the event of the death or permanent disability of the participant, the Option shall be exercisable until 5:00 p.m. (Montréal time) on the day that is the earlier of (i) 12 months after the date of death or permanent disability of the Participant and (ii) the fifth anniversary of the date hereof, and then, in the event of death or permanent disability, only:

(a) by the person or persons to whom the Participant’s rights under the Option shall pass by the Participant’s will or applicable law; and

(b) to the extent that the Participant was entitled to exercise the Option as at the date of the Participant’s death or permanent disability.

7. The Participant acknowledges and agrees that neither the selection of the Participant as a Participant under the Plan nor the granting of the Option hereunder shall confer upon the Participant any right to continue as a director (as applicable), senior officer, Employee, Management Company Employee or Consultant of the Corporation or any subsidiary of the Corporation, as the case may be. The Participant further acknowledges and agrees that this Agreement and the Option granted hereby shall in no way constitute the basis for a claim for damages by the Participant against the Corporation or any subsidiary of the Corporation in the event of the termination of the employment (or other contractual relationship) of the Participant with the Corporation or any subsidiary of the Corporation for any reason whatsoever, including the

Participant's wrongful dismissal, and the Participant hereby releases and forever discharges the Corporation or any subsidiary of the Corporation from all claims and rights of action for damages whatsoever based upon or arising out of this Agreement and the Option.

8. The Participant shall not have any of the rights or privileges of a Shareholder of the Corporation in respect of any Shares issuable upon exercise of the Option until such Shares have been paid for in full and issued to the Participant in accordance with the terms of this Agreement.

9. The number of Shares deliverable upon the exercise of the Option shall be increased or decreased proportionately in the event of the subdivision or consolidation of the outstanding Shares of the Corporation prior to the Expiry Date, without any change in the total price applicable to the unexercised portion of the Option. In case the Corporation is reorganized, appropriate provisions shall be made for the continuance of the Option and to prevent its dilution or enlargement. Adjustments under this Section 10 shall be made by the Directors (or by such committee or persons as may be delegated such authority by the Directors), whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Shares shall be issued on any such adjustment.

10. The Option and all benefits and rights accruing to the Participant hereunder shall not be transferable or assignable unless specifically provided herein. During the lifetime of the Participant the Option granted hereunder may only be exercised by the Participant as herein provided and in the event of death of the Participant, by the person or persons to whom the Participant's rights under the Option pass by the Participant's will or applicable law in accordance with Section 6 above.

11. The Corporation shall at all times ensure that the number of Shares it is authorized to issue shall be sufficient to satisfy the requirements of this Agreement.

12. The obligation of the Corporation to issue and deliver Shares on the exercise of the Option in accordance with the terms and conditions of this Agreement is subject to applicable securities legislation and to the receipt of any approvals that may be required from any regulatory authority including any stock exchange having jurisdiction over the securities of the Corporation. If Shares cannot be issued to the Participant upon the exercise of the Option for any reason whatsoever, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of the Option will be returned to the Participant as soon as practicable.

13. The Participant acknowledges that the Participant has read and understands this Agreement.

14. Time shall be of the essence of this Agreement.

15. Any notice required to be given by this Agreement shall be in writing and shall be given by registered mail, postage prepaid or delivered by courier or by facsimile transmission addressed, if to the Corporation, at its principal address at 1000 De La Gauchetière Street, Suite 2900, Montréal, Québec H3B 4W5 Attention: Chief Executive Officer; or if to the Participant at the last address of the Participant in the records of the Corporation.

16. This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec.

17. This Agreement may be executed in several parts in the same form and the parts as so executed shall together constitute one original agreement, and the parts, if more than one, shall be read together and construed as if all the signing parties hereto had executed one copy of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

Date: ____________________________

CAPITAL BLF INC.

Per: ____
Duly Authorized Person

Per: ____

Schedule "B"

NOTICE OF EXERCISE OF OPTION

Date:

To the Board of Capital BLF Inc.

RE: Exercise of ________________ options to purchase shares of Capital BLF Inc. ("**BLF**") under the Option Agreement

Dear Sirs:

The undersigned, ____________________________, wishes to exercise his option to purchase shares under the Option Agreement dated __________________________ and is prevailing himself of the option to acquire _________________________ shares of BLF at a price of $________ per share.

Please find herewith a cheque (or bank draft) payable to CAPITAL BLF INC. in the amount of $_______________________, constituting the complete payment of the options exercised hereunder.

I understand that you will take the necessary steps in order to issue the shares certificates in connection with the present notice.

A copy of the present notice must be forwarded to BLF's legal counsel by fax at the coordinates hereunder:

DE GRANDPRÉ CHAIT LLP
Attention: Mtre Michel G. Beaudin
E-mail: mbeaudin@degrandpre.com
Fax: 514 878-5724

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Name: