MINCOM CAPITAL INC.

STOCK OPTION PLAN

dated November 8, 2011

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SECTION I – GENERAL PROVISIONS

1.1 Interpretation

For the purposes of this Plan, the following terms shall have the following meanings:

1.1.1 "**Board**" means the Board of Directors of the Corporation;

1.1.2 "**Common Shares**" means the Common Shares of the Corporation;

1.1.3 "**Company**" unless specifically indicated otherwise, means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

1.1.4 "**Completion of the Qualifying Transaction**" means the date the Final Exchange Bulletin is issued by the Exchange;

1.1.5 "**Consultant**" means an individual (including an individual whose services are contracted through a personal holding corporation) with whom the Corporation or a subsidiary has a contract for substantial services on an ongoing basis;

1.1.6 "**Corporation**" means Mincom Capital Inc.;

1.1.7 "**CPC**" means a corporation:

(a) that has been incorporated or organized pursuant to the laws of a jurisdiction in Canada;

(b) that has filed and obtained a receipt for a preliminary CPC prospectus from one or more of the securities commissions or securities regulatory authority where the CPC prospectus is filed in compliance with Policy 2.4 of the Exchange; and

(c) in regard to which the final exchange bulletin has not yet been issued.

1.1.8 "**Discounted Market Price**" means the Market Price, as said term is defined in Policy 1.1 of the Exchange, less a discount, which shall not exceed the amount said forth below, subject to a minimum price of $0.10:

Closing price	Discount
Up to $0.50	25%
$0.51 to $2.00	20%
Above $2.00	15%

1.1.9 "**Eligible Person**" means, subject to all applicable laws and to sub-section 2.1 herein, any Employee, officer, director of the Corporation or any subsidiary of the Corporation, a Management Company Employee, a Consultant or a Technical Consultant;

1.1.10 "**Employee**" has the meaning set forth in Policy 4.4 of the Exchange;

1.1.11 "**Exchange**" means the TSX Venture Exchange;

1.1.12 "**Expiry Date**" means the last day on which an Option may be exercised;

1.1.13 "**Final Exchange Bulletin**" means the exchange bulletin issued following closing of the Qualifying Transaction and the submission of all required documentation, and evidences the final exchange acceptance of the Qualifying Transaction;

1.1.14 "**Insider**" means :

(a) a director or senior officer of the Corporation,

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

(c) a Person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Corporation, or

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

1.1.15 "**IPO**" means the Initial Public Offering of the CPC;

1.1.16 "**Investor Relations Activities**" has the meaning set forth in Policy 1.1 of the Exchange;

1.1.17 "**Management Company Employee**" has the meaning set forth in Policy 4.4 of the Exchange;

1.1.18 "**Option**" means an incentive stock option to purchase Common Shares granted to an Eligible Person pursuant to the terms of the Plan;

1.1.19 "**Optionee**" means the recipient of an incentive stock option;

1.1.20 "**Plan**" means this Stock Option Plan of the Corporation;

1.1.21 "**Qualifying Transaction**" means the transaction where a CPC acquires Significant Assets other than cash, by way of purchase, amalgamation, merger, or arrangement with another Company or by other means;

1.1.22 "**Resulting Issuer**" means the issuer that was formerly a CPC which exists upon issuance of the Final Exchange Bulletin;

1.1.23 "**Significant Assets**" has the meaning set forth in Policy 2.4 of the Exchange;

1.1.24 "**Target Company**" has the meaning set forth in Policy 2.4 of the Exchange;

1.1.25 "**Technical Consultant**" means an individual, or a company whose securities are owned by the Technical Consultant, whose particular industry expertise and relation to the business of the Vendors or the Target Company, as the case may be, is required to evaluate the proposed Qualifying Transaction;

1.1.26 “**Termination Date**” means the date on which an Optionee ceases to be an Eligible Person;

1.1.27 “**Vendors**” has the meaning set forth in Policy 2.4 of the Exchange; and

1.1.28 “**Share Compensation Arrangement**” means any stock option, stock option plan, employee stock purchase plan or other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares, including a share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise.

In this Plan, words imparting the singular number only shall include the plural and vice versa and words imparting the masculine shall include the feminine.

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

1.2 Purpose

The purpose of the Plan is to advance the interests of the Corporation by:

1.2.1 providing Eligible Persons with additional incentive;

1.2.2 encouraging stock ownership by such Eligible Persons;

1.2.3 increasing the proprietary interest of Eligible Persons in the success of the Corporation;

and once the Corporation becomes a Resulting Issuer, by:

1.2.4 encouraging Eligible Persons to remain with the Corporation or its subsidiaries; and

1.2.5 attracting new employees and officers.

1.3 Administration

1.3.1 The Plan shall be administered by the Board or a committee of the Board duly appointed for this purpose by the Board and consisting of not less than three directors. If a committee is appointed for this purpose, all references herein to the Board will be deemed to be references to the Committee.

1.3.2 Subject to the limitation of the Plan, the Board shall have the authority to:

1.3.2.1 grant options to purchase Common Shares to Eligible Persons;

1.3.2.2 determine the terms, limitations, restrictions and conditions respecting such grants;

1.3.2.3 interpret the Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Plan as it shall from time to time deem advisable; and

1.3.2.4 make all other determinations and take all other actions in connection with the implementation and administration of the Plan including without limitation for the purpose of ensuring compliance with paragraph 5.3 as it may deem necessary or advisable.

The Board's guidelines, rules, regulations, interpretations and determinations shall be conclusive and binding upon the Corporation and all other persons.

SECTION II – OPTIONS ISSUED BY THE CPC

The Corporation will remain a CPC until it has completed the Qualifying Transaction. Furthermore, until the Corporation has obtained the Final Exchange Bulletin on Completion of the Qualifying Transaction, therefore becoming a Resulting Issuer, the following restrictions will apply to the Plan:

2.1 Eligible Person

Incentive stock options may only be granted to a director or officer of the Corporation, and to a Technical Consultant of the Corporation, or a Company, all of whose securities are owned by such a director, officer or Technical Consultant.

2.2 Shares reserved

2.2.1 The maximum number of Common Shares which may be issued for all purposes under the Plan shall not exceed a minimum of 970,000 Common Shares and a maximum of 2,470,000 Common Shares, representing 10% of the Common Shares issued and outstanding as at the closing of the IPO (on a non-diluted basis).

2.2.2 The maximum number of Common Shares which may be reserved under option for issuance to any individual director or officer may not exceed 5% of the Common Shares to be outstanding after the closing of the IPO (on a non-diluted basis).

2.2.3 The maximum number of Common Shares which may be reserved under option to all technical consultants may not exceed 2% of the Common Shares to be outstanding after closing of the IPO (on a non-diluted basis).

2.3 Option Price

The exercise price per Common Share under any stock option granted by the Corporation cannot be less than the greater of the IPO share price and the Discounted Market Price.

2.4 Escrowed Requirements

No stock options may be exercised prior to the Completion of the Qualifying Transaction unless the Optionee agrees in writing to deposit the Common Shares acquired into escrow with Computershare Trust Company of Canada until the Final Exchange Bulletin is issued.

2.5 Expiry of Options

Options granted to any Optionee that does not continue as a director, officer, Technical Consultant or Employee of the Resulting Issuer, shall have a maximum term of the later of 12 months after the Completion of the Qualifying Transaction and 90 days after the Optionee ceases to become a director, officer, Technical Consultant or Employee of the Resulting Issuer.

SECTION III – OPTIONS ISSUED BY THE RESULTING ISSUER

On issue of the Final Exchange Bulletin, the Corporation will no longer be considered as a CPC but as a Resulting Issuer, and may issue incentive stock options pursuant to the following terms and conditions:

3.1 Shares Reserved

3.1.1 The maximum number of Common Shares which may be issued to Eligible Persons for all purposes under the Plan shall be equal to 10% of the Common Shares issued and outstanding at the time of the stock option grant (on a non-diluted basis).

3.1.2 The maximum number of Common Shares which may be reserved for issuance to any one person under the Plan shall not exceed, in any 12 month period, 5% of the Common Shares issued and outstanding at the time of the grant (on a non-diluted basis).

3.1.3 The maximum number of Common Shares which may be reserved for issuance under the Plan to a Consultant shall not exceed, in any 12 month period, 2% of the Common Shares issued and outstanding at the time of the grant (on a non diluted basis).

3.1.4 The maximum number of Common Shares which may be reserved for issuance to all persons providing Investor Relations Activities shall not exceed, in any 12 month period, 2% of the Common Shares issued and outstanding a the time of grant (on a non diluted basis).

3.1.5 Any Common Shares subject to an Option which for any reason is cancelled or terminated without having been exercised, shall again be available for grants under the Plan.

3.1.6 No fractional shares shall be issued and the Board may determine the manner in which fractional share values shall be treated.

3.1.7 If there is change in the outstanding Common Shares by reason of any stock dividend or split, recapitalization, amalgamation, consolidation, combination or exchange of shares, or other corporate change, the Board shall make, subject to the prior approval of the relevant stock exchange(s), appropriate substitution or adjustment in:

3.1.7.1 the number or kind of shares or other securities reserved for issuance pursuant to the Plan; and

3.1.7.2 the number and kind of shares subject to unexercised Options theretofore granted and in the option price of such shares; provided however that no substitution or adjustment shall obligate the Corporation to issue or sell fractional shares.

If the Corporation is reorganized, amalgamated with another corporation, or consolidated, the Board shall make such provision for the protection of the rights of Participants as the Board in its discretion deems appropriate.

3.1.8 Notwithstanding section 3.1.2, the number of Common Shares reserved for issuance to any one individual under the Plan, in any twelve (12) month period, may exceed 5% of the Common Shares issued and outstanding at the time of the grant (on a non-diluted basis), at the condition that the Corporation has obtained disinterested shareholder approval.

3.1.9 Upon the granting of Options to Employees, Consultants or Management Company Employees, the Corporation will represent that said Optionees are *bona fide* Employees, Consultants or Management Company Employees, as the case may be.

3.2 Optionees performing Investor Relations Activities

Options issued to persons performing Investor Relations Activities must vest in stages over twelve (12) months with no more than 25% of the Options vesting in any three (3) month period. Following the twelve (12) month period, all the Options granted at one time to persons performing Investor Relations Activities may be exercised.

3.3 Shareholder Approval

The Corporation's “rolling” Plan must be approved yearly by the Corporation’s shareholder, at its annual general meeting.

3.4 Additional Share Compensation Arrangements

Nothing contained herein shall prevent the Board from adopting other or additional compensation arrangements, subject to any required approvals.

SECTION IV – OPTIONS

4.1 Grants

Subject to the provisions of the Plan, the Board shall have the authority to determine the limitations, restrictions and conditions, if any, in addition to those set forth in paragraph 4.3 hereof, applicable to the exercise of an Option, including without limitation, the nature and duration of the restrictions, if any, to be imposed upon the sale or other disposition of Common Shares acquired upon exercise of the Option, and the nature of the events, if any, and the duration of the period in which any Optionee's rights in respect of Common Shares acquired upon exercise of an Option may be forfeited. An Eligible Person may receive Options on more than one occasion under the Plan and may receive separate Options on any one occasion.

4.2 Option Price

Subject to Policy 4.4 of the Exchange, the Board shall establish the option price at the time each Option is granted, which shall in all cases be not less than the Discounted Market Price. If the issuer does not issue a news release to fix the price, the Discounted Market Price will be the last closing price of the Common Shares on the Exchange before the date of the stock option grant (less the applicable discount). The option price shall be subject to adjustment in accordance with the provisions of paragraph 3.1.7 hereof.

4.3 Exercise of Options

4.3.1 Options granted must be exercised no later than ten (10) years after the date of grant or such lesser period as determined by the Board, and subject to another provision in the Plan.

4.3.2 Options shall not be transferable by the Optionees otherwise than by will or the laws of descent and distribution, and shall be exercisable during the lifetime of an Optionee only by the Optionee and after death only by the Optionee's legal representative.

4.3.3 Except as otherwise determined by the Board:

4.3.3.1 if an Optionee ceases to be an Eligible Person for any other reason whatsoever other than death, each Option held by the Optionee will cease to be exercisable on the Expiry Date or 12 months from the Termination Date, whichever comes first;

4.3.3.2 if an Optionee who is engaged in Investor Relations Activities ceases to be employed for such activities, each option held by the Optionee will cease to be exercisable on the Expiry Date or 30 days after the Termination Date, whichever comes first.

4.3.3.3 if an Optionee dies, each Option held by the Optionee at the time of his death will cease to be exercisable by the Optionee's heirs or administrators on the Expiry Date or 12 months after the Termination Date, whichever comes first.

4.3.4 The exercise price of each Common Share purchased under an Option shall be paid in full in cash or by bank draft or certified cheque at the time of such exercise, and upon receipt of payment in full, but subject to the terms of the Plan, the number of Common Shares in respect of which the Option is exercised shall be duly issued as fully paid and non-assessable.

4.3.5 Subject to the provisions of the Plan, an Option may be exercised from time to time by delivery to the Corporation at its registered office of a written notice of exercise addressed to the Secretary-Treasurer of the Corporation specifying the number of Common Shares with respect to which the Option is being exercised and accompanied by payment in full of the Option Price of the Common Shares to be purchased. Certificates for such Common Shares shall be issued and delivered to the Optionee within a reasonable period of time following the receipt of such notice and payment.

4.3.6 Notwithstanding any of the provisions contained in the Plan or in any Option, the Corporation's obligation to issue Common Shares to an Optionee pursuant to the exercise of an Option shall be subject to:

4.3.6.1 completion of such registration or other qualification of such Common Shares or obtaining approval of such governmental or regulatory authority as counsel to the Corporation shall reasonably determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;

4.3.6.2 the admission of such Common Shares to listing on the Exchange or any other stock exchange on which the Common Shares may then be listed; and

4.3.6.3 the receipt from the Optionee of such representations, agreements and undertakings, including as to future dealings in such Common Shares, as counsel to the Corporation reasonably determines to be necessary or advisable in order to safeguard against the violation of the laws of any jurisdiction.

In this regard, the Corporation shall, to the extent necessary, take all reasonable steps to obtain such approvals, registration and qualifications as may be necessary for issuance of such Common Shares in compliance with applicable laws and for the admission to listing of such Common Shares on the Exchange or any other stock exchange on which the Common Shares are then listed.

4.3.7 Hold Period

In addition to any resale restrictions under applicable securities laws, Options granted by the Corporation where the exercise price is based on the Discounted Market Price, and any Common Shares issued on the exercise of such Options must be legended with a four (4) month Exchange Hold Period (as such term is defined in Policy 1.1 of the Exchange) commencing on the date the Options were granted.

SECTION V – MISCELLANEOUS PROVISIONS

5.1 Amendment and termination

5.1.1 The Board may amend, suspend or terminate the Plan or any portion thereof at any time in accordance with applicable legislation and subject to any required approval pursuant to Policy 4.4 of the Exchange. No such amendment, suspension or termination shall alter or impair any Options or any rights pursuant thereto granted previously to any Optionee without the consent of such Optionee. If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force at the time of the Plan shall continue in effect during such time as an Option or any rights pursuant thereto remain outstanding.

5.1.2 With the consent of the affected Optionees, the Board may amend or modify any outstanding Option in any manner to the extent that the Board would have had the authority to initially grant such award as so modified or amended, including without limitation, to change the date or dates as of which an Option becomes exercisable, subject to any required approvals.

5.1.3 If the Board wishes to reduce the exercise price of Options granted to an Optionee who is an Insider of the Corporation at the time of the proposed reduction, the Board must obtain the approval of all disinterested shareholders of the Corporation for said reduction.

5.2 Rights of Optionee

5.2.1 The Optionee shall not have rights as a shareholder of the Corporation with respect to any of the Common Shares covered by such Option until such holder shall have exercised such Option in accordance with the terms of the Plan (including tendering payment in full of the Option Price of the Common Shares in respect of which the Option is being exercised).

5.2.2 Nothing in the Plan or any Option shall confer upon an Optionee any right to continue in the employment of the Corporation or any subsidiary or affect in any way the right of the Corporation or any subsidiary to terminate his employment at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any subsidiary to extend the employment of any Optionee beyond the time which he would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or any subsidiary, or beyond the time at which he would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or any subsidiary.

5.3 Compliance with legislation

The Plan, the grant and exercise of Options hereunder and the Corporation's obligation to sell and deliver Common Shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulations of any stock exchange(s) on which the Common Shares are listed for trading and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Corporation, be required. The Corporation shall not be obligated by any provision of the Plan or the grant of any Option hereunder to issue or sell Common Shares in violation of such laws, rules and regulations or any condition of such approvals. No Option shall be granted and no Common Shares issued or sold hereunder where such grant, issue or sale would require registration of the Plan or of Common Shares under the securities laws of any foreign jurisdiction and any purported grant of any Option or issue or sale of Common Shares hereunder in violation of this provision shall be void. In addition, the Corporation shall have no obligation to issue any Common Shares pursuant to the Plan unless such Common Shares shall have been duly listed, upon official notice of issuance, with all stock exchanges on which the Common Shares are listed for trading.

5.4 Effective date

This Plan is effective as at the date hereof, subject to the approval of any relevant regulatory authority whose approval is required and shall be subject to the approval of shareholders of the Corporation, as and when applicable. Any Options granted prior to such approvals and acceptances shall be conditional upon such approvals and acceptances being given and no such Options may be exercised unless such approval and acceptance is given.

SIGNED AND DATED on November 8, 2011.

MINCOM CAPITAL INC.

Per : *"Gary Economo"*
Gary Economo, President