

STOCK OPTION AGREEMENT
(Non Investor Relations)

THIS AGREEMENT dated for reference the 24th day of May, 2011.

BETWEEN:

YONGSHENG CAPITAL INC., a corporation incorporated under the
Business Corporations Act (British Columbia) and having its head office at
Room 1905, Cheung Kong Centre, 2 Queens Road, Hong Kong

(the “**Company**”)

AND:

HILDA SUNG of Flat D, 9/F Celeste Court, 12 Fund Tai Terrance, Happy
Valley, Hong Kong

(the “**Optionee**”)

WHEREAS:

- A. The Company’s board of directors (the “**Board**”) has approved and adopted the incentive stock option plan (the “**Plan**”), whereby the Board is authorized to grant stock options to purchase common shares of the Company to directors, officers, employees, management company employees and consultants of the Company;
- B. Pursuant to the TSX Venture Exchange (the “**Exchange**”) Policy 4.4, initial shareholder approval of the Plan is not required as the Plan is disclosed in the Company’s Prospectus;
- C. The Optionee provides services to the Company as chief executive officer and a director of the Company (the “**Services**”); and
- D. The Company seeks to grant the Options to the Optionee as an incentive for the continued provision of the Services by the Optionee.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the payment by the Optionee to the Company of the sum of one (\$1.00) dollar, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

- 1. Effective as of the closing of the Company’s initial public offering, the Company hereby grants to the Optionee, on the terms and conditions set out in this Agreement and in the Plan, an irrevocable right and option (the “**Option**”) to purchase, from time to time, up to 650,000 common shares of the Company (the “**Optioned Shares**”) as fully paid and non-assessable at an exercise price of \$0.10 per Optioned Share, exercisable from the date that the Company’s common shares are listed for trading (the “**Listing Date**”) on the Exchange until 5:00 p.m. (Pacific Standard Time) on the fifth anniversary of the Listing Date (the “**Expiry Date**”), unless earlier terminated.
- 2. The Option shall expire and terminate and be of no further force or effect whatsoever on the Expiry Date.

3. The Option shall vest and be exercisable on the Listing Date. If the Optionee exercises any Options subject to this Agreement prior to the Company completing its Qualifying Transaction and the issuance of the Final Exchange Bulletin therefore, the Optionee acknowledges and agrees that the Optionee shall deposit any and all such Optioned Shares issued into escrow with Valiant Trust Company (the “**Escrow Agent**”) subject to the terms and conditions of the Escrow Agreement and the Optionee covenants to the Company that the Optionee shall take all action necessary to cause the Optioned Shares to be deposited into escrow with the Escrow Agent.

4. Subject to the provisions of this Agreement and the Plan, the Optionee, or the Optionee’s legal personal representative(s), may exercise the Option or a portion thereof from time to time by signing a notice in writing (a “**Notice**”) addressed to the Company and delivering the Notice to the Company at its address shown on Page 1 of this Agreement, or the address as instructed by the Company from time to time. The Notice must state the intention of the Optionee, or the Optionee’s legal personal representative(s), to exercise the Option or a portion thereof and the number of Optioned Shares for which the Option is being exercised. The Notice must be accompanied by payment in full for the Optioned Shares being purchased, in cash or by certified cheque, bank draft or money order payable to the Company.

5. Subject to the provisions of paragraph 3 above and paragraph 6 below, upon the exercise of all or any part of the Option, the Company shall forthwith cause the registrar and transfer agent of the Company to deliver to the Optionee or his/her/its personal representative, within ten (10) days following receipt by the Company of the Notice, a certificate in the name of the Optionee or his/her/its personal representative representing the number of Optioned Shares specified in the Notice in respect of which the Company has received payment.

6. The Company shall not be obligated to cause the issuance, transfer or delivery of a certificate or certificates representing Optioned Shares to the Optionee, until provision has been made by the Optionee, to the satisfaction of the Company, for the payment of the aggregate exercise price for all Optioned Shares for which the Option shall have been exercised, and for satisfaction of any tax withholding obligations associated with such exercise.

7. Nothing herein contained shall obligate the Optionee to purchase any Optioned Shares except those Optioned Shares in respect of which the Optionee shall have exercised the Option in the manner hereinbefore provided.

8. The Option is non-assignable and non-transferable and, except in the case of the Optionee’s death, is exercisable only by the Optionee; provided that, subject to the prior approval of the Board and, if necessary, the Exchange, the Optionee may assign the Option to a company of which all of the voting securities are beneficially owned by the Optionee, which ownership will continue for as long as any portion of the Option remains unexercised.

9. The Optionee and the Company represent that the Optionee is either a director, officer, employee, management company employee or consultant of the Company or any subsidiary of the Company (a “**Subsidiary**”), or a company of which all of the voting securities are beneficially owned by one or more of the foregoing.

10. The Optionee represents that he or she has not been induced to enter into this Agreement by the expectation of employment or continued employment or retention or continued retention by the Company or any Subsidiary.

11. The Optionee shall have no rights whatsoever as a shareholder in respect of any of the Optioned Shares (including any right to receive dividends or other distribution therefrom or thereon) except in respect of which the Option has been properly exercised in accordance with the terms of this Agreement.

12. The Option will terminate under the following circumstances:

- (a) If the Optionee is an employee, management company employee, consultant, director or officer of the Company or a Subsidiary, and ceases to be an employee, management company employee, consultant, director or officer by reason of termination or removal for cause, the Option will terminate on the effective date of the Optionee ceasing to be an employee, management company employee, consultant, director or officer, as the case may be, for that reason.
- (b) If the Optionee dies, the Optionee's personal representative will have the right to exercise any unexercised portion of the Option, in whole or in part, at any time until the earlier of (a) the Expiry Date and (b) the date that is 12 months after the date of the Optionee's death.
- (c) If the Optionee is a director, officer, employee, management company employee or consultant of the Company or a Subsidiary, and ceases to be a director, officer, employee, management company employee or consultant for any reason other than as set out in subparagraphs (a) or (b) above, the Option will terminate on the earlier of (a) the Expiry Date and (b) the date that is 90 days after the effective date of the Optionee ceasing to be a director, officer, employee, management company employee or consultant for that other reason. However, provided that if a Optionee shall cease to be a director, officer, employee or consultant, as the case may be, of the Company in connection with the Company's Qualifying Transaction, then he may exercise his Option until the later of 12 months after the Company's Completion of the Qualifying Transaction and 90 days after the Optionee ceases to become a director, officer, employee or consultant of the Company.
- (d) If the Optionee ceases to be one type of Optionee (i.e., director, officer, employee, management company employee, or consultant, or a company 100% beneficially owned by one of them) but concurrently is or becomes one or more other type of Optionee, the Option will not terminate but will continue in full force and effect and the Optionee may exercise the Option until the earlier of (a) the Expiry Date and (b) the applicable date set forth in subparagraphs (a), (b) or (c) above where the Optionee ceases to be any type of Optionee.
- (e) The Option will not be affected by any change of the Optionee's employment where the Optionee continues to be employed by the Company or any Subsidiary.

13. Neither this Agreement nor the Plan confers on the Optionee the right to continue in the employment of or association with the Company or any Subsidiary, nor do they interfere in any way with the right of the Optionee or the Company or any Subsidiary to terminate the Optionee's employment at any time.

14. Reference is made to the Plan for particulars of the rights and obligations of the Optionee and the Company in respect of:

- (a) the terms and conditions on which the Option is granted; and
- (b) a consolidation or subdivision of the Company's share capital or an amalgamation or merger;

all to the same effect as if the provisions of the Plan were set out in this Agreement and to all of which the Optionee assents.

15. The Company will give a copy of the Plan to the Optionee on request.

16. Time is of the essence of this Agreement.

17. This Agreement will enure to the benefit of and be binding on the Company and its successors, and the Optionee and, to the extent provided herein, the Optionee's personal representative(s).

18. The terms of the Option are subject to the provisions of the Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the Plan, as the same may be from time to time amended, shall be governed by the provisions of the Plan.

19. This Agreement and any amendments are subject to the acceptance of the Exchange.

20. All capitalized terms used herein but not otherwise defined in this Agreement have the respective meanings ascribed to such terms in the Plan.

21. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

22. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

This Agreement is dated as of the day and year first above written.

YONGSHENG CAPITAL INC.

Per: /s/ Hilda Sung
Authorized Signatory

WITNESSED BY:

/s/ Signed
Name

Address

Occupation

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/s/ Hilda Sung
HILDA SUNG