STOCK OPTION PLAN
OF
DRUMMOND VENTURES CORP.

1. Purpose

The purpose of the Stock Option Plan (the "**Plan**") of **DRUMMOND VENTURES CORP.**, a company formed under the *Business Corporations Act* (British Columbia) (the "**Corporation**"), is to advance the interests of the Corporation by encouraging the directors, officers, employees and consultants of the Corporation or its subsidiaries, if any, to acquire common shares in the share capital of the Corporation (the "**Shares**"), thereby increasing their proprietary interest in the Corporation, encouraging them to remain associated with the Corporation and furnishing them with additional incentive in their efforts on behalf of the Corporation in the conduct of its affairs.

2. Administration

The Plan shall be administered by the Board of Directors of the Corporation or by a special committee of the directors appointed from time to time by the Board of Directors of the Corporation (such committee or, if no such committee is appointed, the Board of Directors of the Corporation, is hereinafter referred to as the "**Board**").

Subject to the provisions of the Plan, the Board shall have authority to construe, interpret and apply the Plan and all option agreements entered into thereunder, to define the terms used in the Plan and in all option agreements entered into thereunder, to prescribe, amend and rescind the rules and regulations relating to the Plan and to make all other determinations necessary or advisable for the administration of the Plan. All determinations and interpretations made by the Board shall be binding and conclusive on all Participants (as hereinafter defined) in the Plan, holders of options granted under the Plan and their respective legal personal representatives and beneficiaries.

No member of the Board shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any options granted under the Plan.

Each option granted under the Plan shall be evidenced by an option agreement, substantially in the form attached hereto as Schedule "A", executed by the Corporation and the optionholder.

3. Compliance with Applicable Laws and Rules

All options granted under the Plan shall be subject to applicable laws and regulations (including, applicable securities laws), the rules and policies of any stock exchange on which the Shares are then listed (the "**Exchange**"), and the rules and policies of any other regulatory body having jurisdiction on the Corporation and its securities. If any provision of the Plan or of any option agreement delivered pursuant to the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body or Exchange having authority over the Corporation or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

4. Shares Subject to Plan

The aggregate number of Shares issuable upon the exercise of all options granted under the Plan shall not exceed 10% of the issued and outstanding Shares of the Corporation from time to time.

Notwithstanding the foregoing, during the time that the Corporation is a Capital Pool Company (as such term is defined in Policy 2.4 of the TSX Venture Exchange ("**TSXV"**)) and prior to Completion of a Qualifying Transaction (as such term is defined in Policy 2.4 of the TSXV), the aggregate number of Shares issuable upon the exercise of all options granted under the Plan shall not exceed 10% of the Shares of the Corporation issued and outstanding at the closing of the Corporation's initial public offering on the TSXV.

If any option granted under the Plan shall expire or terminate for any reason in accordance with the terms of the Plan without being exercised, the unpurchased Shares subject thereto shall be available for options to be granted thereafter pursuant to the provisions of the Plan.

5. Maintenance of Sufficient Capital

The Board shall at all times during the term of the Plan allot, set aside and reserve for issuance for the purpose of the Plan a sufficient number Shares such that the number of Shares issuable under Section 4 shall be properly allotted, set aside and reserved for issuance.

6. Eligibility and Participation

Only a director, officers, employee, Management Company Employee or Consultant (as such terms are defined in Policy 4.4 of the TSXV) of the Corporation or its subsidiaries shall be eligible for selection to participate in the Plan (such persons hereinafter collectively referred to as "**Participants**"). Participants may elect to hold options granted to them in an incorporated entity wholly owned by them and such entity shall be bound by the terms and conditions Plan in the same manner as if the options were held directly by the Participant, subject to compliance with any applicable requirements of the Exchange that the Shares may then be listed on.

Notwithstanding anything to the contrary herein, during the time that the Corporation is a Capital Pool Company and prior to Completion of a Qualifying Transaction, (i) options may only be granted under the Plan to a director or officer of the Corporation, and where permitted by applicable securities laws, a technical consultant whose particular industry expertise (as it relates to the business being acquired pursuant to a proposed Qualifying Transaction (as such term is defined in Policy 2.4 of TSXV)) is required to evaluate the proposed Qualifying Transaction; and (ii) the Board shall not grant any options to an eligible Participant providing investor relations activities, promotional or market-making services to the Corporation.

Unless limited by the terms of the Plan or any regulatory or Exchange requirement, the Board shall have full and final authority to determine the Participants who shall be granted options, the terms and provisions of the respective option agreements (including any vesting conditions), the time or times at which such options shall be granted and vested, and the number of Shares to be subject to each option. In the case of employees, Consultants or Management Company Employees of the Corporation or its subsidiaries, the option agreements to which they are party must contain a representation of the Corporation that such employee, Consultant or Management Company Employee, as the case may be, is a bona fide employee, consultant or Management Company Employee of the Corporation or its subsidiaries.

The Board may at the time of granting options hereunder provide for additional terms and conditions which are not inconsistent with the terms and conditions of the Plan or any applicable regulatory or Exchange requirement, including, without limitation, terms and conditions which defer or delay the date on which an option may be exercised in whole or in part. Such additional terms and conditions shall be as set forth in the option agreement issued in respect of such option.

In determining any option grants to eligible Participants, the Board may give due consideration to the value of each such Participant's present and potential contribution to the success of the Corporation.

A Participant who has been granted an option may, if such Participant is otherwise eligible, and if permitted under the rules and policies of the Exchange that the Shares may then be listed on, be granted an additional option or options if the Board shall so determine.

7. Exercise Price

(a) The exercise price of the Shares subject to each option shall be determined by the Board at the time any option is granted. If the Shares are listed on an Exchange, in no event shall such exercise price be lower than the exercise price permitted by the rules and policies of such Exchange.

(b) If the Shares are listed on the TSXV, the Corporation will be required to obtain approval by a majority of the votes cast by all of the Corporation's shareholders at a duly constituted meeting, excluding votes attached to the Shares of the Corporation beneficially owned by Insiders (as such term is defined in the rules and policies of the TSXV) and their associates ("**Disinterested Shareholder Approval**") prior to any reduction in the exercise price of any option to purchase Shares previously granted to an Insider.

8. Number of Optioned Shares

(a) Subject to this Section 8, the number of Shares subject to an option granted to any one Participant shall be determined by the Board, but no one Participant shall be granted an option to acquire Shares which exceeds the maximum number of Shares permitted by the requirements of the Exchange that the Shares may then be listed on.

(b) No single Participant may be granted options to purchase a number of Shares equalling more than 5% of the issued and outstanding Shares of the Corporation in any 12-month period unless the Corporation has obtained Disinterested Shareholder Approval in respect of such grant and meets the requirements of the Exchange that the Shares may then be listed on. Notwithstanding the foregoing, during the time that the Corporation is a "Capital Pool Company" (as such term is defined in Policy 2.4 of the TSXV), no single director or officer of the Corporation may be granted options to purchase a number of Shares equalling more than 5% of the issued and outstanding Shares of the Corporation as at the closing of the Corporation's initial public offering on the TSXV.

(c) No Insiders (as a group) may be granted options to purchase a number of Shares equalling more than 10% of the issued and outstanding Shares of the Corporation in any 12-month period unless the Corporation has obtained Disinterested Shareholder Approval in respect of such grant and meets the applicable requirements of the Exchange that the Shares may then be listed on.

(d) Options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued and outstanding Shares of the Corporation in any 12-month period to any one Consultant of the Corporation or any of its subsidiaries.

(e) Options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued and outstanding Shares of the Corporation in any 12-month period to persons employed by the Corporation to provide investor relation services. Options granted to Consultants performing investor relations services will contain vesting provisions such that vesting occurs over at least 12 months, with no more than ¼ of the options vesting in any 3-month period.

9. Option Period

The period of time during which an option granted under this Plan will be exercisable by the holder thereof (the "**Option Period**") shall be fixed by the Board, except that in no event may such exercise occur more than 10-years after the initial grant date of the option. The Option Period for any option shall be reduced as provided in Sections 11 and 12 in respect of a Participant who ceases to be a director, officer, employee, Management Company Employee or Consultant of the Corporation or its subsidiaries, or upon the death of a Participant.

10. Exercise, Consideration and Payment

(a) Subject to any vesting restrictions imposed by the Exchange that the Shares may then be listed on, the Board may, in its sole discretion, determine the time during which options shall vest, the method of vesting and the conditions of vesting, or that no vesting restriction shall exist.

(b) Subject to any vesting restrictions imposed by the Board, options may be exercised in whole or in part at any time and from time to time during the Option Period.

(c) Except as set forth in Sections 11 and 12, no option may be exercised unless the Participant is at the time of such exercise a director, officer, employee, Management Company Employee or Consultant of the Corporation or any of its subsidiaries.

(d) The exercise of any option will be contingent upon receipt by the Corporation prior to 5:00 p.m. (PST) on the last day of the Option Period at its head office of a written notice of exercise, specifying the number of Shares with respect to which the option is being exercised, accompanied by cash payment, certified cheque or bank draft for the full purchase price of such Shares with respect to which the option is exercised. No Participant or his, her or its legal representatives will be, or will be deemed to be, a holder of any Shares of the Corporation unless and until the certificates evidencing the Shares issuable pursuant to the exercise of an option under the Plan are issued to him, her or it under the terms of the Plan.

(e) Notwithstanding anything to the contrary herein, if the Corporation is a "Capital Pool Company" (as such term is defined in Policy 2.4 of the TSXV), options granted prior to the issuance of the Final Exchange Bulletin (as such term is defined in Policy 2.4 of the TSXV) may not be exercised before Completion of the Qualifying Transaction unless the optionholder agrees in writing to deposit the Shares acquired into escrow until the issuance of the Final Exchange Bulletin.

11. Ceasing To Be a Director, Officer, Consultant or Employee

(a) Subject to subsection Section 11(b), if a Participant shall cease to be a director, officer, employee, Management Company Employee or Consultant of the Corporation or its subsidiaries for any reason (other than death), such Participant may exercise his, her or its option to the extent that the Participant was entitled to exercise it at the date of such cessation, provided that such exercise must occur within 90 days after the Participant ceases to be a director, officer, employee, Management Company Employee or Consultant of the Corporation or its subsidiaries, unless such Participant was engaged in investor relations activities, in which case such exercise must occur within 30 days after the cessation of the Participant's services to the Corporation.

(b) Notwithstanding anything to the contrary herein, if the Corporation is a "Capital Pool Company" and the Participant does not continue to be a director, officer, employee or Consultant of the Resulting Issuer upon the Completion of the Qualifying Transaction (as such terms are defined in Policy 2.4 of the TSXV)), then the options granted to such Participant must be exercised within the later of (i) 12 months after Completion of the Qualifying Transaction; and (ii) 90 days after the Participant ceases to become a director, officer, employee or Consultant of the Resulting Issuer.

(c) Nothing contained in the Plan, nor in any option granted pursuant to the Plan, shall confer upon any Participant any right with respect to continuance as a director, officer, employee, Management Company Employee or Consultant of the Corporation or of any of its subsidiaries.

12. Death of Participant

Notwithstanding section 11, in the event of the death of a Participant, the option previously granted to him or her shall be exercisable only within one (1) year after the date of death and then only:

(a) by the person or persons to whom the Participant's rights under the option shall pass by the Participant's will or the laws of descent and distribution; and

(b) if such Participant was entitled to exercise the Option at the date of his or her death.

13. Rights of Optionee

No person entitled to exercise any option granted under the 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 exercised Shares are recorded on the Corporation's register as being issued and outstanding.

14. Extension of Options Expiring During Blackout Period

If the Shares are listed on an Exchange and the expiry date for an option falls within a blackout period, or within nine (9) business days following the expiration of a blackout period, such expiry date shall be automatically extended without any further act or formality to that day which is the tenth (10th) business day after the end of the blackout period, such tenth business day to be considered the expiry date for such Option for all purposes under the Plan. Notwithstanding Section 2, the tenth business day period may not be extended by the Board.

15. Adjustments

If the Corporation amalgamates, consolidates with or merges with or into another corporation, any Shares receivable on the exercise of an option shall be converted into the securities, property or cash which the optionholder would have received upon such amalgamation, consolidation or merger if the optionholder had exercised his or her option immediately prior to the record date applicable to such amalgamation, consolidation or merger, and the exercise price of the option shall be adjusted appropriately by the Board and such adjustment shall be final, binding and conclusive for all purposes of the Plan.

If there is any change in the Shares through or by means of a declaration of stock dividends of Shares or consolidations, subdivisions or reclassification of Shares, or otherwise, the number of Shares available under the Plan, the Shares subject to any option, and the exercise price thereof shall be adjusted appropriately by the Board and such adjustment shall be final, binding and conclusive for all purposes of the Plan.

No fractional Shares shall be required to be issued under the Plan on any of the aforementioned adjustments.

16. Hold Period

All options and any Shares issued on the exercise of options may be subject to and legended with a four-month hold period commencing on the date the options were granted pursuant to the rules of the Exchange on which the Shares may then be listed and applicable securities laws. Any Shares issued on the exercise of options may be subject to resale restrictions contained in National Instrument *45-102 – Resale of Securities*, which would apply to the first trade of the Shares.

17. Options Granted to Corporation

Except in relation to a Consultant that is a corporation, options may only be granted to an individual or a corporation that is wholly-owned by a Participant. If the Shares are listed on the TSXV and a corporation is an optionholder, the optionholder must provide the TSXV with a completed Form 4F – *Certification and Undertaking Required from a Corporation Granted an Incentive Stock Option*. The optionholder must also agree not to effect or permit any transfer of ownership or option of Shares of the Corporation, nor to issue further shares of any class in itself to any other individual or entity as long as the option remains outstanding, except with the written consent of the TSXV.

18. Transferability

All benefits, rights and options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein or the extent, if any, permitted by the Exchange on which the Shares are then listed. During the lifetime of a Participant any benefits, rights and options may only be exercised by the Participant.

19. Amendment and Termination of Plan

Subject to the policies, rules and regulations of any lawful authority having jurisdiction (including the rules and requirements of any Exchange on which the Common Shares are then listed), the Board may at any time, without further action by the shareholders, amend or terminate the Plan or any option granted hereunder in such respects as it may consider advisable and, without limiting the generality of the foregoing, it may do so to ensure that options granted hereunder will comply with any provisions respecting stock options in the income tax or other laws in force in any country or jurisdiction of which a person to whom an option has been granted may from time to time be resident. The Board may not, however, without the consent of the optionholder, alter or impair any of the rights or obligations under any option granted.

20. Necessary Approvals

The ability of a Participant to exercise options and the obligation of the Corporation to issue and deliver Shares in accordance with the Plan is subject to any approvals which may be required from shareholders of the Corporation and any regulatory authority or Exchange having jurisdiction over the securities of the Corporation. If any Shares cannot be issued to any Participant for whatever reason, the obligation of the Corporation to issue such Shares shall terminate and any option exercise price paid to the Corporation will be returned to the Participant.

21. Withholding Taxes

The Corporation's obligation to deliver Shares issuable on the exercise of an option shall be subject to a Participant's satisfaction of all applicable income, employment and non-resident withholding tax obligations. Without limiting the generality of the foregoing, if the Corporation determines in its sole discretion that, under the requirements of applicable tax laws or regulations of any governmental authority whatsoever, it is obliged to withhold for remittance to a taxing authority any amount upon exercise of an option, the Corporation may take any steps it considers necessary or appropriate in the circumstances to withhold in connection with any option or other benefit under the Plan including, without limiting the generality of the foregoing:

(a) requiring the Participant exercising the option to pay the Corporation, in the same manner as the exercise price for the Shares issuable on exercise of an option, such amount as the Corporation is obliged to remit to such taxing authority in respect of the exercise of the option, with any such additional payment, in any event, being due no later than the date as of which any amount with respect to the option exercised first becomes included in the gross income of the Participant for tax purposes;

(b) issuing the Shares issuable on the exercise of an option to an agent on behalf of the Participant and directing the agent to sell a sufficient number of such Shares on behalf of the Participant to satisfy the amount of any such withholding obligation, with the agent paying the proceeds of any such sale to the Corporation for this purpose; and

(c) to the extent permitted by law, deducting the amount of any such withholding obligation from any payment of any kind otherwise due to the Participant.

22. No Representation or Warranty

The Corporation makes no representation or warranty as the future market value of any Shares issued in accordance with the provisions of the Plan.

23. Governing Law

The Plan will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

24. Interpretation

The insertion of headings in this Plan is for convenience of reference only and in no way defines limits or enlarges the scope or meaning of this Plan or any of its provisions.

References to the words “herein”, “hereunder”, “hereof”, “hereto” and words of similar import refer to this Plan and any amendments hereto, and not to any particular section of this Plan. References to sections refer to the sections of this Plan unless otherwise stated.

In this Plan, words importing the singular include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders and vice versa, and words importing persons include individuals, partnerships, associations, trusts, societies, unincorporated organizations and corporations.

Schedule "A"

Form of Option Agreement

OPTION AGREEMENT
STOCK OPTION PLAN - DRUMMOND VENTURES CORP.

Optionholder:	______________________________ (name)
	______________________________
	______________________________ (address)
	______________________________ (email)
Grant:	______________________________ Maximum Number of Common Shares Subject to Option (the **"Option Shares"**)
Option Exercise Price:	$____________ per Option Share
Date of Grant:	_____________, 20___
Vesting Schedule:	______________________________
Expiry Date:	_____________, 20___.

This Option Agreement is made under and is subject in all respects to the Drummond Ventures Corp. Stock Option Plan (the "**Plan**") (as the same may be supplemented and amended from time to time). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of the Plan will prevail. Capitalized terms used in this Option Agreement and not otherwise defined will have the meanings ascribed in the Plan.

The Optionholder acknowledges receipt of a copy of the Plan, a copy of which is delivered concurrently with this Option Agreement, and the Optionholder is deemed to have notice of and to be bound by all of the terms and provisions of the Plan, as if the Plan was set forth in full herein. The Optionholder further acknowledges that the Optionholder has read the Plan and this Option Agreement in their entirety and understands each of the Optionholder's rights and obligations thereunder.

This Option Agreement evidences that the Optionholder named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option exercise price set out above upon delivery of: (i) an exercise form substantially in the form attached hereto as Appendix "A"; and (ii) a cash payment, certified cheque or bank draft for the aggregate exercise price.

The terms of this Option Agreement will be binding upon the executors, administrators, heirs, successors, and assigns of the Optionholder

Dated: ______________________, 20___.

DRUMMOND VENTURES CORP.

By: ______________________________________
Authorized Signatory

Accepted: __________________, 20___

____
Signature

____
Witness (If Optionholder is an Individual)

____
Print the name of Optionholder

____
Print Name of Witness

____
If Optionholder is a corporation, print name and title of Authorized Signing Officer

APPENDIX "A"

NOTICE OF EXERCISE

STOCK OPTION PLAN - DRUMMOND VENTURES CORP.

Capitalized terms used herein and not otherwise defined will have the meanings attributed to those terms in the Drummond Ventures Corp. Stock Option Plan (the "**Plan**") (as the same may be supplemented and amended from time to time). All Shares acquired pursuant to an Option Agreement will be acquired in accordance with the terms, provisions and conditions of the Plan and the Option Agreement.

The undersigned Optionholder, or his, her or its legal representative(s) permitted under the Plan, hereby notifies the Corporation of the election to exercise certain options as set forth below:

(a) Optionholder Name: ______________________

(b) Optionholder Address: ______________________

____

____

(c) Number of Options to be Exercised: ______________________

(d) Option Exercise Price per Share: ______________________

(e) Aggregate Exercise Price ((c) multiplied by (d)): ______________________

and also tenders cash payment, certified cheque or bank draft for the aggregate exercise price.

Dated: __________________, 20___

____
Signature

____
Print the name of Optionholder

____
If Optionholder is a corporation, print name and title of Authorized Signing Officer