

ULDAMAN CAPITAL CORP.

AMENDED AND RESTATED 2006 STOCK OPTION PLAN

This Amended and Restated 2006 Stock Option Plan (the "**Plan**") of Uldaman Capital Corp. (the "**Company**") replaces the Company's 2006 Stock Option Plan dated June 5, 2006. All grants under the Company's 2006 Stock Option Plan will be governed by this Plan.

1. PURPOSE

This Plan is intended to advance the interests of the Company and its stockholders and subsidiaries by attracting, retaining and motivating the performance of selected Directors, Officers, Employees or Consultants of the Company of high caliber and potential upon whose judgment, initiative and effort, the Company is largely dependent for the successful conduct of its business, and to encourage and enable such persons to acquire and retain a proprietary interest in the Company by ownership of its stock.

2. DEFINITIONS

Unless otherwise defined in this Plan, all capitalized words will have the meanings ascribed thereto in the policies of the TSX Venture Exchange (the "**Exchange**"), as such policies are from time to time amended or varied (the "**Policies**").

3. ADMINISTRATION

3.1 Administration

The Board of Directors (the "**Board**") will administer the Plan on the instructions of the Board. The Board may make, amend and repeal at any time and from time to time such regulations as it may deem necessary or advisable for the proper administration and operation of the Plan and such regulations will form part of the Plan. The Board may delegate to any Director, Officer or Employee of the Company (the "**Administrator**") such administrative duties and powers as it may see fit.

3.2 INTERPRETATION

The interpretation by the Board of any of the provisions of the Plan will be final and conclusive and will not be subject to any dispute by any Optionee. No member of the Board or any person acting pursuant to authority delegated by the Board hereunder will be liable for any action or determination in connection with the Plan made or taken in good faith and each member of the Board and each such person will be entitled to indemnification with respect to any such action or determination in the manner provided for by the Company.

4. SHARES OF STOCK SUBJECT TO PLAN

4.1 Number of Shares.

Subject to adjustment pursuant to the provisions of Section 4.2 hereof, the maximum number of common shares of the Company (the "Shares") which may be issued and sold hereunder will be a maximum of 10% of the issued and outstanding Shares of the Company as at the closing date of the Company's initial public offering until the completion of the Company's Qualifying Transaction, and thereafter will be a maximum of 10% of the issued shares of the Company at the date of granting the stock option. Options will only be granted to bona fide Directors, Employees, Consultants and Management Company Employees. Shares issued and sold under the Plan may be either authorized but unissued shares or shares held in the Company's treasury. Shares covered by an option that will have been exercised will not again be available for an option grant. If an option will terminate for any reason (including, without limitation, the cancellation of an option pursuant to section 6.2 hereof) without being wholly exercised, the number of Shares to which such option termination relates will again be available for grant hereunder

4.2 Adjustments

In the event (collectively the "Event") that (i) there are any changes in the capital structure of the Company through stock splits, consolidations, reclassifications, changes in or elimination of par value shares, or (ii) any dividends or other distributions are made to holders of shares, or (iii) any rights to purchase shares at prices substantially below Market Value are granted to holders of shares of the Company, or (iv) as a result of any other recapitalization, merger or consolidation, the shares of the Company are converted into or exchangeable for any other shares, then in any such case the Company may make such adjustments in the right to purchase granted hereby as may be required to prevent substantial dilution or enlargement of the rights granted to or available for the Optionee hereunder. No fractional Shares will be issued upon the exercise of the option and accordingly, if as a result of the Event, an Optionee would become entitled to a fractional share, such Optionee will have the right to purchase only the next lowest whole number of shares and no payment or other adjustment will be made with respect to the fractional interest so disregarded. Additionally, no lots of Shares in an amount less than a Board Lot will be issued upon the exercise of an option unless such amount of Shares represents the balance left to be exercised under an option.

5. GRANT OF OPTIONS

5.1 Options

The Board or Administrator will, from time to time, in its sole discretion, determine those Directors, Employees, and Consultants, if any, to whom options are to be awarded. If the Board elects to award an option to a Director, the Board will, in its sole discretion, determine the number of Shares to be acquired on the exercise of such option. If the Board elects to award an option to an Employee, the number of Shares to be acquired on the exercise of such option will be determined by the Board in its sole discretion, and in so doing the Board may take into account the following criteria:

- (a) the annual salary of the Employee as at the date the option is awarded (the "Award Date") in relation to the total annual salaries payable by the Company to all of its Employees as at the Award Date;
- (b) the length of time that the Employee has been employed by the Company; and
- (c) the quality and importance of the work performed by the Employee.

If the Board elects to award an option to a Consultant, the Board will, subject to section 5.4 hereof, determine the number of Shares to be acquired on the exercise of such option based on such other considerations as the Board in its sole discretion may determine with regard to Consultants.

The Company will not grant options to any person providing Investor Relations Activities, promotional or marketing-making services until the completion of the Company's Qualifying Transaction.

5.3 Exercise Price

The exercise price of the shares covered by each option will be determined by the Board. The minimum exercise price must not be less than the greater of the IPO Share price and the Discounted Market Price, and after the completion of the Company's Qualifying Transaction must not be less than the Discounted Market Price. A minimum exercise price cannot be established unless the options are allocated to particular Persons.

The minimum exercise price of any option granted within 90 days of a Distribution by a Prospectus, will be the greater of the Discounted Market Price and the per share price the public investors paid for Listed Shares acquired under the Distribution. The 90 day period begins:

- (a) on the date a final receipt is issued for the Prospectus; or
- (b) in the case of a Prospectus that qualifies shares to be issued on the conversion of special warrants, on the closing date of the special warrant Private Placement.

Disinterested Shareholder approval will be required prior to any reduction in the exercise price if the Optionee is an Insider of the Company at the time of the proposed amendment.

5.4 Exercise of Option

Any option may be exercised only by the Optionee, subject to the acceptance by the Exchange. An Optionee may exercise an option in whole or in part, subject to section 5.5 at any time or from time to time during the Exercise Period up to 5:00 p.m. local time in Vancouver, British Columbia on the expiry date set out in the Option Certificate, or as provided in sections 6.2 and 7 hereof (the "**Expiry Date**"), by delivering to the Company an Exercise Notice, and the applicable Option Certificate, attached hereto as Schedule A and B respectively, and a certified cheque or bank draft to be purchased pursuant to the exercise of the option; and

No option may be exercised before the completion of the Company's Qualifying Transaction unless the Optionee agrees in writing to deposit the shares acquired into escrow until the issuance of the Final Exchange Bulletin.

5.5 Number of Optioned Shares

The Company will not grant options which, when calculated together with outstanding options as at the Award Date:

- (a) exceed 10% of the issued and outstanding Shares of the Company at the Award Date including all stock options granted by the Company prior to the adoption of the Plan;
- (b) will result in the number of shares reserved for issuance under stock options granted to Insiders exceeding 10% of the issued shares, unless the Company has obtained the requisite Disinterested Shareholder approval;

- (c) will result in the number of options granted to Insiders within a 12 month period exceeding 10% of the issued shares, unless the Company has obtained the requisite Disinterested Shareholder approval
- (d) prior to the completion of the Company's Qualifying Transaction, for any one individual director or officer, result in excess of 5% of the issued and outstanding Shares after closing of the IPO;
- (e) following completion of the Company's Qualifying Transaction, for any one individual, result in excess of 5% of the issued and outstanding Shares being reserved for any such individual in any 12 month period, unless the Company has obtained the requisite Disinterested Shareholder approval;
- (f) following the completion of the Company's Qualifying Transaction, result in options representing more than an aggregate of 2% of the issued shares of the Company being held by all Persons conducting Investor Relations Activities in any 12 month period. Options issued to Consultants performing Investor Relations Activities must vest in stages over 12 months with no more than 1/4 of the options vesting in any three month period;
- (g) prior to the completion of the Company's Qualifying Transaction, result in options representing more than 2% of the issued shares of the Company being held by all Consultants;
- (h) following completion of the Company's Qualifying Transaction, result in options representing more than 2% of the issued shares of the Company being held by any one Consultant in any 12 month period.

If any option is cancelled, expires or otherwise terminates for any reason without having been exercised in full, the number of shares which would have been acquired on the exercise of such option will again be available for the purposes of the Plan.

5.6 Term

Subject to section 6.2 hereof, the term of any options granted under the Plan will be determined by the Board and may not exceed ten years from the date of grant (the "Option Period").

5.7 Vesting

An option which is subject to vesting, will vest and may be exercised (in each case to the nearest full share) during the Option Period in such manner as the Board may fix by resolution. Options which have vested may be exercised in whole or in part at any time and from time to time during the Option Period. No option holder will have any of the rights of a shareholder in respect to common shares under an option until such common shares will have been paid for in full and issued by the Company.

5.8 Hold Period

In addition to any Resale Restrictions under Securities Laws, where the exercise price of an option is based on the Discounted Market Price, the options and any Listed Shares issued on the exercise of such options must be legended with a four month Exchange hold period commencing on the date the options were granted.

6. OPTIONS

6.1 Duration of Option

Each option and all rights thereunder will expire on the Expiry Date.

6.2 Termination of Option

An Optionee may exercise an option in whole or in part at any time or from time to time during the period during which a particular option may be exercised. However, the Board may at any time fix a minimum or maximum number of shares which an Optionee may exercise pursuant to his option. Any option or part thereof not exercised within the Option Period will terminate and become null, void and of no further force and effect at 5:00 p.m. local time in Vancouver, British Columbia, on the Expiry Date.

The Expiry Date of an option will be the earlier of the date so fixed by the Board at the time the option is awarded and the date established by the Board, if applicable, in paragraphs (a) and (d) below.

(a) Ceasing to Hold Office

If the Optionee holds his or her option as Director of the Company and such Optionee ceases to be a Director of the Company, other than by reason of death, then the Expiry Date of the option will, unless a shorter period is specified in the option certificate, be the later of 12 months after the Completion of the Qualifying Transaction and 90 days after the date the Optionee ceases to be a Director of the Company, and after the completion of the Company's Qualifying Transaction will be a reasonable date, as determined by the Board, after the date the Optionee ceases to be a Director of the Company.

(b) Ceasing to be Employed

If the Optionee holds his or her option as an Employee, Consultant or Management Company Employee of the Company and such Optionee ceases to be an Employee, Consultant or Management Company Employee of the Company, other than by reason of death, then the Expiry Date of the option will, unless a shorter period is specified in the option certificate, be the later of 12 months after the Completion of the Qualifying Transaction and 90 days after the date the Optionee ceases to be a Director of the Company, and after the completion of the Company's Qualifying Transaction will be a reasonable date, as determined by the Board, after the date the Optionee ceases to be an Employee, Consultant or Management Company Employee of the Company.

(c) Investor Relations Optionees Ceasing to be Employed

If an Optionee engaged in Investor Relations Activities ceases to be employed to perform Investor Relations Activities, other than by reason of death, then the Expiry Date of the option will be a reasonable date, as determined by the Board, after the date the Optionee ceases to perform Investor Relations Activities for the Company.

(d) Death

If the Optionee dies, then the Expiry Date will be one year from the date of death of the Optionee. In the event of the death of an Optionee, the Optionee's option will be exercised only within one year next succeeding such death and then only:

- (i) by the person or persons to whom the Optionee's rights under the option will pass by the Optionee's will or the laws of descent and distribution; and
- (ii) to the extent that the Optionee was entitled to exercise the option at the date of the Optionee's death.

6.3 Leave of Absence

In the event an option holder will go on an approved leave of absence, the Board may make such provision respecting continuance of the option as they may deem equitable, except that in no event will any option be exercisable after the date specified in it for expiration. In making such equitable provisions for an option holder or leave of absence, the relationship between such person and the Company will be treated as continuing for the purposes of this Plan.

7. CHANGE IN CONTROL

In the event of a consolidation or merger in which the Company is not the surviving company, or in the event the common shares are converted into securities of another entity or exchanged for other consideration, or in the event of an offer for fifty percent or more of shares being made by a third party that constitutes a take-over bid as that term is defined in the *Securities Act* (British Columbia) or would constitute a take-over bid as that term is defined in the *Securities Act* (British Columbia) but for the fact that the offeree is not in British Columbia, the Board may make such arrangements as the Board deems appropriate for the exercise of outstanding options or continuance of outstanding options.

8. ASSIGNMENT OF OPTIONS

All benefits, rights and options accruing to any Optionee in accordance with the terms and conditions of the Plan will not be transferable or assignable unless specifically provided herein. During the lifetime of an Optionee and benefits, rights and options may only be exercised by the Optionee.

9. AMENDMENT AND TERMINATION

9.1 Prospective Amendment

Subject to section 10.2 hereof, the Board may from time to time amend the Plan and the terms and conditions of any option thereafter to be awarded and, without limiting the generality of the foregoing, may make such amendment for the purpose of meeting any changes in any relevant law, rule or regulation applicable to the Plan, any option or the shares, or for any other purpose which may be permitted by all relevant laws, rules and regulation, provided always that any such amendment will not alter the terms or conditions of any option or impair any right of any Optionee pursuant to any option awarded prior to such amendment.

9.2 Retroactive Amendment

Subject to section 10.2 hereof, the Board may from time to time retroactively amend the plan and, with the consent of the affected Optionees, retroactively amend the terms and conditions of any options which have been theretofore awarded.

9.3 Termination

The Board may terminate the Plan at any time provided that such termination will not alter the terms or conditions of any option or impair any right of any Optionee pursuant to any option awarded prior to the date of such termination and notwithstanding such termination, the Company, such options and such Optionees will continue to be governed by the provisions of the Plan.

9.4 Agreement

The Company and every person to whom an option is awarded hereunder will be bound by and subject to the terms and conditions of the Plan.

10. APPROVALS REQUIRED FOR PLAN

10.1 Approvals Required for Plan

The Plan must be approved by the Exchange and by the shareholders at every annual general meeting of the Company.

10.2 Substantive Amendments to Plan

Shareholder approval will be sought in respect of any material amendment to the Plan.

11. EFFECTIVE DATE OF PLAN

The Plan has been adopted by the Board of the Company subject to the approval of the TSX Venture Exchange and, if so approved, the Plan will become effective upon such approval being obtained, subject to Disinterested Shareholder approval being obtained in accordance with the Policies if necessary.

12. INTERPRETATION

This Plan is established under and the provisions of the Plan will be interpreted and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the Company has executed and delivered this Amended and Restated 2006 Stock Option Plan as of the 7th day of JANUARY, 2010.

ULDAMAN CAPITAL CORP.

Per:



Authorized Signatory

SCHEDULE "A"

**ULDAMAN CAPITAL CORP.
STOCK OPTION CERTIFICATE**

PURSUANT TO THE AMENDED AND RESTATED 2006 STOCK OPTION PLAN

This Certificate is issued pursuant to the provisions of the Company's Amended and Restated 2006 Stock Option Plan and evidences that _____ (the "Optionee") is the holder of an option to purchase up to _____ Shares in the capital stock of the Company at a purchase price of \$_____ per Share. Subject to the provisions of the Plan:

- (a) the Award Date of this option is _____; and
- (b) the Expiry Date of this option is _____, subject to the terms and conditions of the Company's 2006 Amended and Restated 2006 Stock Option Plan.

Other Restrictions:

This option may be exercised from the Award Date until 5:00 p.m. local time in Vancouver, British Columbia on the Expiry Date, by delivering to the Administrator of the Plan an Exercise Notice, in the form provided in the Plan, together with this Certificate and a certified cheque or bank draft payable to **ULDAMAN CAPITAL CORP.** or its solicitors in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this option is being exercised; provided that the Optionee will have satisfied the conditions precedent, if any, to the exercise of the option set out in the Plan. When due notice and payment are received, the Company covenants and agrees to issue and deliver to the Optionee share certificates in the name of the Optionee for the number of shares so purchased.

This Certificate and the option evidenced hereby is not assignable, transferable or negotiable. This Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and records of the Company will prevail.

The exercise of this option is subject to the terms and restrictions set out in the Stock Option Plan. Terms have the meaning as set out in the Stock Option Plan.

Dated this _____ day of _____.

ULDAMAN CAPITAL CORP.

Per:

Authorized Signatory

SCHEDULE "B"

ULDAMAN CAPITAL CORP.

EXERCISE NOTICE

To: The Board of Directors of ULDAMAN CAPITAL CORP.

The undersigned hereby irrevocably gives notice, pursuant to Company's Amended and Restated 2006 Stock Option Plan, of the exercise of the option to acquire and hereby subscribes for (cross out inapplicable item):

- (a) all of the Shares; or
- (b) _____ of the Shares;

which are the subject of the Option Certificate held by the undersigned evidencing the undersigned's option to purchase said Shares.

Calculation of total Exercise Price:

- (i) number of Shares to be acquired on exercise _____ Shares
 - (ii) multiplied by the Exercise Price per Share: \$ _____
- TOTAL EXERCISE PRICE**, enclosed herewith: \$ _____

The undersigned tenders herewith a certified cheque or bank draft (circle one) in the amount of \$ _____ payable to the Company in an amount equal to the total Exercise Price of the aforesaid Shares, as calculated above, and directs the Company to issue the share certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address:

DATED the _____ day of _____.

Signature of Witness

Signature of Optionee

Name of Witness (please print)

Name of Optionee (please print)