

## CREDIT AGREEMENT

THIS AGREEMENT dated for reference this 15<sup>th</sup> day of January, 2016, is between:

**NU2U RESOURCES CORP.**, a British Columbia company, having its registered and records office at Suite 615, 800 West Pender Street, Vancouver, British Columbia, V6C 2V6

(the “**Lender**”)

AND:

**TWENTY YEAR MEDIA CORP.**, a company under the *Canada Business Corporations Act*, having its registered and records office at Suite 2200, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8

(the “**Borrower**”)

### BACKGROUND

A. [REDACTED]

[REDACTED] As part of Reorganization, the Borrower has agreed to assume certain debt owed by Mobio to the Lender in the aggregate principal amount of \$252,500 upon the terms and subject to the conditions of this agreement (the “**Agreement**”).

### AGREEMENTS

Confidential business information has been redacted.

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. **Definitions.** In this Agreement:

- (a) [REDACTED] Confidential business information has been redacted
- (b) “**Borrower**” means Twenty Year Media Corp.;
- (c) “**Business Day**” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia;
- (d) “**Change of Control**” means the acquisition by any Person of ownership of or control or direction over, directly or indirectly, 20% or more of the outstanding voting securities of the Borrower, by any Person other than the Lender, or a Person controlled by, connected to, or affiliated with the Lender;
- (e) “**Closing Date**” means January 25, 2016 or such other date as may be agreed upon in writing by the parties hereto;
- (f) “**Constating Documents**” means with respect to the Borrower, its articles of incorporation, amalgamation or continuance or other similar documents and its by-laws or articles;

- (g) **“Convertible Promissory Note”** has the meaning set forth in subsection 5(a) below;
- (h) **“Default”** means an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) be an Event of Default;
- (i) **[REDACTED]**  
Confidential business information has been redacted
- (j) **“Event of Default”** has the meaning set forth in Section 10 below;
- (k) **“Facility”** means the credit owing to the Lender by Mobio and assumed by the Borrower under this Agreement in the aggregate principal amount of CAD\$250,000 pursuant to this Agreement;
- (l) **“Facility Documents”** means this Agreement, the Security Documents and all other agreements, certificates, instruments and other documents delivered or to be delivered by the Borrower hereunder or thereunder, each as amended, modified, supplemented, restated or replaced from time to time;
- (m) **“Governmental Authority”** means the government, parliament or legislature of Canada or any other nation, or of any political subdivision thereof, whether provincial, state, municipal or local, and any agency, authority, instrumentality, ministry, tribunal, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government in Canada or any other nation;
- (n) **“IFRS”** means international financial reporting standards in effect from time to time as published by the International Accounting Standards Board and adopted by the Accounting Standards Board of the Canadian Institute of Chartered Accountants, or any successor body, consistently applied;
- (o) **“Indebtedness”** means:
  - (i) all indebtedness for borrowed money and all obligations whether or not evidenced by notes, bonds, debentures or other similar instruments;
  - (ii) all obligations, contingent or otherwise, in respect of letters of credit (whether or not drawn) or bankers acceptances or similar facilities;
  - (iii) all obligations to pay the deferred purchase price of property or services (other than current trade payables that are incurred in the ordinary course of business);
  - (iv) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired;
  - (v) all obligations which would be required to be disclosed on the Borrower’s balance sheet as a liability in accordance with IFRS and which would be payable more than 12 months from the date of creation thereof (other than reserves for taxes and for contingent obligations); and

- (vi) all obligations of the kind referred to above in this subsection (o) secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights), whether or not the Borrower has become liable for the payment of such obligation;
  - (p) “**Lien**” means any mortgage, charge, lien, hypothec or encumbrance, whether fixed or floating on, or any security interest in, any property, whether real, personal or mixed, tangible or intangible, any pledge or hypothecation of any property, any royalty payment obligation, any deposit arrangement, priority, conditional sale agreement, other title retention agreement or equipment trust, capital lease or other security arrangement of any kind;
  - (q) “**Material Adverse Effect**” means a material adverse effect on the assets, properties, businesses, results of operations, prospects or condition (financial or otherwise);
  - (r) “**Maturity Date**” has the meaning set forth in subsection 3(a) below;
  - (s) “**Outstanding Balance**” has the meaning set forth in subsection 3(a) below;
  - (t) “**Permitted Encumbrances**” means any security interest granted pursuant to the Security Documents; and
  - (u) “**Permitted Indebtedness**” means Indebtedness incurred in respect of the Facility and purchase money security interests and equipment leases entered into in the ordinary course of business;
  - (v) “**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, body corporate, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, government or Governmental Authority or entity, however designated or constituted;
  - (w) “**Pledge Agreement**” has the meaning set forth in subsection 5(b) below;
  - (x) “**Security**” has the meaning set forth in Section 5 below;
  - (y) “**Security Documents**” means, collectively, the security and other agreements and documents listed in Section 5 below; and
  - (z) “**Subsidiaries**” [REDACTED]  
Confidential business information has been redacted.
2. **Facility.** Subject to and upon the fulfilment of the conditions precedent contained in Section 6 of this Agreement, as the case may be, the Borrower agrees to accept the assignment of and to assume liability for the Facility upon the terms set out herein.
3. **Term and Prepayment.**
- (a) Subject to the rights of the Lender under Section 11 to accelerate payment of all monies owing hereunder, the principal amount of the Facility, together with all accrued but

unpaid interest (collectively the “**Outstanding Balance**”), will be immediately due and payable in full by the Borrower to the Lender on June 1, 2016 (the “**Maturity Date**”);

- (b) if the Borrower has not raised at least \$150,000 in equity capital (the “**Equity Financing**”) prior to March 31, 2016, then the Facility will immediately become due and payable in full; provided that if the Borrower has obtained, prior to March 31, 2016, a bona fide written intention from a third party to provide the Equity Financing, then the Facility will become due and payable in full on April 30, 2016;
  - (c) if Section 3(b) hereof causes the Facility to become due and payable in full on April 30, 2016, but the Borrower closes the Equity Financing prior to that date, then Section 3(b) shall not cause the Facility to become due and payable;
  - (d) At any time prior to or upon the Maturity Date, the Lender may elect to exercise the conversion privilege contained in the Convertible Promissory Note, and at such time the principal amount of the Facility, together with all accrued but unpaid interest, shall be converted into common shares of the Borrower pursuant to the terms of the Convertible Promissory Note. Upon such conversion, the Facility, including all interest accrued and unpaid thereon, shall be considered fully paid, and the Facility and Security discharged.
  - (e) Following the Closing Date, and subject to the Security, the Borrower may only dispose of its shares in its Subsidiaries or of any assets outside the ordinary course of business with the prior consent of the Lender, and in such event, it shall first apply the proceeds from such sale, net of reasonable selling costs, to the Lender in repayment of the Facility.
  - (f) Upon the occurrence of a Change of Control of the Borrower, other than a Change of Control caused by the Reorganization, the Facility will become immediately due and payable, in full.
  - (g) Upon 10 Business Days’ notice, and provided the Borrower does not give notice within such 10 Business Day period that it wishes to exercise its conversion right in the Convertible Promissory Note, the Borrower may prepay the Facility in its entirety.
4. **Interest.** Interest will accrue on the Outstanding Balance from the date of this Agreement at the rate of twelve percent (12.0%) per annum, calculated daily and compounded monthly in arrears (monthly rate of 1.0%), and shall be payable by the Borrower to the Lender on the Maturity Date, or upon such other date as the Facility becomes due and payable in full. Interest for any partial month period shall be pro-rated for the number of days elapsed in that month. Interest on the Outstanding Balance shall accrue at seventeen percent (17.0%) per annum upon the occurrence of an Event of Default.
5. **Security.** As security for the Borrower’s obligations hereunder, including but not limited to the repayment of the Facility, the Borrower will execute and deliver, or cause to be executed and delivered, to the Lender:
- (a) the Convertible Promissory Note in the form attached as Schedule "A" hereto (the “**Convertible Promissory Note**”) in the principal amount of the Facility;
  - (b) a share pledge agreement (the “**Pledge Agreement**”), pursuant to which the Borrower will grant to, and pledge in favour of the Lender, a first priority security interest over all of the issued and outstanding shares in the capital of 858 and EP legally and beneficiary

owned by the Borrower, together with all transfer and other documents as the Lender may require;

- (c) a general security agreement of the Borrower, under which they will grant to the Lender a first priority security interest over all of their present and after-acquired personal property and all proceeds thereof; and
  - (d) such other security as the Lender may, from time to time, reasonably require;
- (collectively, the “Security”).

6. **Conditions Precedent to the Agreement.** As conditions precedent to this Agreement:

- (a) the Lender shall have received the following documents, each in full force and effect, and in form and substance satisfactory to the Lender:
  - (i) an executed copy of this Agreement;
  - (ii) all of the Security Documents and the documents, securities and instruments referred therein;
  - (iii) copies of the directors’ resolutions of the Borrower with respect to its authorization, execution and delivery of the Facility Documents to which it is a party;
  - (iv) certificate of an officer of the Borrower as to corporate matters and certifying that (A) all of the representations and warranties of the Borrower contained herein or in any other Facility Document are true and correct on and as of the Closing Date, and (B) no Default or Event of Default has occurred and is continuing; and
- (b) the Borrower and Mobio shall have completed the Reorganization and shall have obtained all requisite regulatory approvals and other necessary approvals;
- (c) the Lender and Mobio shall have entered into an Agreement, in form and substance satisfactory to the Lender, providing for the Lender’s consent to the assumption of the Facility by the Borrower;
- (d) the Lender and the Borrower entering into an investors rights agreement and a right of first refusal, co-sale, and drag-along agreement governing the Lender’s share ownership in the Borrower upon conversion of the Convertible Promissory Note, upon terms acceptable to the Lender;
- (e) the representations and warranties of the Borrower contained in Section 7 will continue to be true and correct and the Borrower will have complied with all the covenants set out herein that are required to be complied with by it prior to the Closing Date;
- (f) there shall have been no material adverse change in the assets, properties, business, results of operations, prospects or condition (financial or otherwise) of the Borrower or the Subsidiaries, including no pending or threatened litigation, proceedings or

investigations which could result in a Material Adverse Effect, since the date the parties executed the Term Sheet; and

- (g) the Lender shall have received payment of all reimbursable expenses in connection with this Agreement, as described in Section 12.

If any of the foregoing conditions precedent are not satisfied or waived by the Lender in writing on or before the Closing Date, this Agreement will terminate and the Lender will be under no further obligation to the Borrower in connection with the transaction contemplated herein.

7. **Representations and Warranties.** The Borrower represents and warrants to the Lender as follows:

- (a) the Borrower exists as a company under the *Business Corporations Act* (British Columbia), and has not discontinued or been dissolved under that Act and is in good standing with respect to the filing of annual reports thereunder;
- (b) the Borrower has the corporate power and authority to (i) carry on its business as now being conducted and is licensed or registered or otherwise qualified in all jurisdictions where in the nature of its assets or the business transacted makes such licensing, registration or qualification necessary, (ii) acquire, own, hold, lease and mortgage or grant security in its assets including real property and personal property and (iii) enter into and perform its obligations under this Agreement and all other documents or instruments delivered hereunder;
- (c) each of the Facility Documents to which the Borrower is a party have been executed and delivered hereunder by the Borrower and has been duly authorized by all necessary action of the Borrower;
- (d) each of the Facility Documents to which the Borrower is a party constitutes or will constitute a legal, valid and binding obligation, enforceable against the Borrower, in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and to the general principles of equity;
- (e) the Borrower has not committed any act of bankruptcy, or proposed a compromise or arrangement to its creditors generally, had a petition or receiving order in bankruptcy filed against it, made a voluntary assignment in bankruptcy, taken any proceedings with respect to a compromise or arrangement, taken any proceedings to have a receiver appointed for any of its property or had any execution or distress become enforceable or become levied upon any of its property;
- (f) the Borrower legally and beneficially owns its business, operations and assets and, except for the Permitted Encumbrances and Security interests granted to the Lender as contemplated herein, holds good title thereto, free and clear of all Liens;
- (g) the Borrower is not in breach of or in default under any material obligation in respect of borrowed money;
- (h) neither the execution and delivery nor the performance of this Agreement or the Security will;

- (i) conflict with, or result in the breach of, or constitute a default under, any contract or agreement to which the Borrower is a party to;
  - (ii) contravene or conflict with the Constatng Documents of the Borrower;
  - (iii) contravene or conflict with any laws or regulations or any encumbrance, order, judgment or other restriction or obligation of any kind binding upon or applicable to the Borrower; or
  - (iv) result in the creation, imposition, acceleration, or enforcement of any security interest, mortgage, lien, charge or other encumbrance on or over any assets of the Borrower;
- 
- (i) no litigation or administrative proceedings before any court or Governmental Authority are presently ongoing, or have been threatened in writing received by the Borrower, or to the best of the Borrower's knowledge are pending, against the Borrower or any of its properties or assets or affecting any of their properties or assets which could reasonably be expected to have a Material Adverse Effect on their business, properties or assets whatsoever;
  - (j) except as disclosed in Subsection (i) above, neither Canada Revenue Agency nor any other taxation authority has asserted or, to the best of the Borrower's knowledge, has threatened to assert any assessment, claim or liability for taxes due or to become due in connection with any review or examination of the tax returns of the Borrower or the Subsidiaries, filed for any year which would have a Material Adverse Effect on the assets, properties, business, results of operations, prospects or condition (financial or otherwise) of the Borrower;
  - (k) the Borrower and the Subsidiaries have conducted and are conducting their respective businesses in compliance with all applicable laws, bylaws, rules and regulations of each jurisdiction in which their businesses are now carried on and hold all licenses, registrations, permits, consents or qualifications (whether governmental, regulatory or otherwise) required in order to enable their businesses to be carried on as now conducted and all such licenses, registrations, permits, consents and qualifications are valid and subsisting and in good standing and neither the Borrower nor either of the Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such licenses, registrations, permits, consents or qualifications which could reasonably be expected to have any Material Adverse Effect on the Borrower or the Subsidiaries;
  - (l) no bankruptcy, insolvency or receivership proceedings have been instituted or threatened or are pending against the Borrower or either of the Subsidiaries, nor have they sought, nor do they intend to seek, relief from creditors under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or other applicable legislation for the relief of debtors;
  - (m) the Security will create a valid first registered charge, lien and security interest over the collateral secured thereunder, free and clear of all Liens except for Permitted Encumbrances;
  - (n) all factual information previously or contemporaneously furnished to the Lender by or on behalf of the Borrower or the Subsidiaries for purposes of or in connection with this

Agreement or any transaction contemplated hereby is true and accurate in every material respect and such information is not incomplete by the omission of any material fact necessary to make such information not misleading in any material respect; and

- (o) the Borrower owns and shall own as of the Closing Date all the issued and outstanding equity securities in 858 and EP, and neither 858 or EP has issued any option, warrant, or other right capable of resulting in the issue of equity securities by 858 or EP.

8. **Positive Covenants of the Borrower.** The Borrower covenants and agrees that so long as any monies will be outstanding under this Agreement, it will in respect of itself and the Subsidiaries:

- (a) at all times maintain its corporate existence and that of the Subsidiaries;
- (b) duly perform its obligations under this Agreement and all other agreements and instruments executed and delivered hereunder or thereunder;
- (c) carry on and conduct its business, directly or indirectly through the Subsidiaries, in a proper business-like manner in accordance with good business practice and will keep or cause to be kept proper books of account in accordance with IFRS;
- (d) at all times comply with all applicable laws, except where such voluntary non-compliance could not reasonably be expected to have a Material Adverse Effect on the assets, properties, business, results of operations, prospects or condition (financial or otherwise) of the Borrower or the Subsidiaries;
- (e) pay and discharge promptly when due, all taxes, assessments and other governmental charges or levies imposed upon them or upon their properties or assets or upon any part thereof, as well as all claims of any kind (including claims for labour, materials and supplies) which, if unpaid, would by law become a Lien, trust or other claims upon any such properties or assets;
- (f) promptly provide the Lender with written notice of any proposed financing made by or to the Borrower or the Subsidiaries;
- (g) comply with all applicable securities legislation;
- (h) furnish and give to the Lender (if such is the case) notice that an Event of Default has occurred and, if applicable, is continuing or notice in respect of any event which would constitute an Event of Default hereunder with the passage of time and specifying the nature of same; and
- (i) perform and do all such acts and things reasonably requested by the Lender as are necessary to maintain the Security provided to the Lender pursuant to this Agreement.

9. **Negative Covenants of the Borrower.** The Borrower covenants and agrees with the Lender that the Borrower will not, and will not cause or permit the Subsidiaries to, without first obtaining the written consent of the Lender:

- (a) directly or indirectly issue, incur, assume or otherwise become liable for or in respect of any Indebtedness other than Permitted Indebtedness;



- (b) directly or indirectly create, incur, assume, permit or suffer to exist any Lien, security interest or other encumbrances whatsoever against any of their properties or assets other than Permitted Encumbrances;
  - (c) declare or provide for any dividends or other payments or distributions based on share capital;
  - (d) redeem or purchase any of their shares;
  - (e) convey, sell, encumber, transfer or otherwise dispose of any shares of the Subsidiaries or any substantial or material part of the Borrower's or the Subsidiaries' business, assets or undertakings, other than to subsidiaries or affiliates of the Borrower and in accordance with the Pledge Agreement;
  - (f) save and except for the Facility, incur any Indebtedness, other than Indebtedness incurred in the ordinary course of business to fund the Borrower's operations, including the payment of interest and other amounts required hereunder, and the Lender will not unreasonably withhold consent to the Borrower incurring Indebtedness which is subordinate to the Facility, so long as the terms of such subordinated debt are satisfactory to the Lender;
  - (g) make any loan to or advance or other indebtedness to non-arm's length parties or enter into any transactions with any non-arm's length parties other than on commercially reasonable terms, unless such payment or transaction is with the Borrower and the proceeds of such payment and all benefits of such transaction continue to be subject to the Security after giving effect to such payment or transaction;
  - (h) make any material payments to shareholders, affiliates or executives, other than commercially reasonable salaries, bonuses and compensation that are consistent with past practices, and consent in such case may not be unreasonably withheld by the Lender;
  - (i) enter into or become party or subject to any dissolution, winding-up, reorganization or similar transaction or proceeding;
  - (j) cause EP to issue any equity securities (other than to the Borrower) until the Facility and any interest have been repaid in full (any such equity securities issued to the Borrower shall be subject to and delivered in accordance with the Share Pledge Agreement); or
  - (k) guarantee the obligations of any other Person, directly or indirectly, other than obligations permitted by this Agreement.
10. **Events of Default.** Each and every one of the events set forth in this Section will be an event of default ("**Event of Default**");
- (a) if the Borrower fails to make any payment of principal or interest when due hereunder;
  - (b) if the Borrower defaults in observing or performing any term, covenant or condition of this Agreement or any Security or other document delivered hereunder or in connection with the Facility, other than the payment of monies as provided for in subsection (a) hereof, on its part to be observed or performed and such failure continues for five (5) Business Days;

- (c) if the Borrower commits any default or event of default under the Security;
  - (d) if any of the Borrower's representations, warranties or other statements in this Agreement or any other collateral document delivered hereunder or in connection with the Facility were at the time given false or misleading;
  - (e) if the Borrower defaults in observing or performing any term, covenant or condition of any Indebtedness by which it is bound and default thereunder could reasonably be expected to result in a Material Adverse Effect on the assets, properties, business, prospects or condition of the Borrower;
  - (f) if the Borrower permits any sum which has been admitted as due, or is not disputed to be due, and which forms or is capable of being made a charge upon any of the assets or undertaking of the Borrower to remain unpaid or not challenged for 30 days after proceedings have been taken to enforce the same;
  - (g) if the Borrower ceases or threatens to cease to carry on business;
  - (h) if any Security or other agreement or document delivered hereunder is impaired or any Security granted by the Borrower to the Lender is or is about to be impaired or in jeopardy in any material respect;
  - (i) if the Borrower or either of the Subsidiaries petitions or applies to any tribunal for the appointment of a trustee, receiver or liquidator or commences any proceedings under any bankruptcy, insolvency, readjustment of debt or liquidation law of any jurisdiction, whether now or hereafter in effect; or
  - (j) if any petition or application for appointment of a trustee, receiver or liquidator is filed, or any proceedings under any bankruptcy, insolvency, readjustment of debt or liquidation law are commenced, against the Borrower or either of the Subsidiaries which is not opposed by the Borrower or the Subsidiary in good faith, or an order, judgment or decree is entered appointing any such trustee, receiver, or liquidator, or approving the petition in any such proceeding.
11. **Effect of Event of Default.** If any one or more of the Events of Default occur or occurs and is or are continuing, the Lender may without limitation, without prejudice to any other rights it may have in law or pursuant to this Agreement or any other document or instrument delivered hereunder, demand immediate payment of all monies owing hereunder.
12. **Lender's Expenses.** The Lender shall be responsible for all of their expenses incurred in furtherance of the Transactions contemplated herein, except that the Borrower will pay for the Lender's legal fees incurred in connection with the negotiation and preparation of this Agreement, the Security and the transactions contemplated herein, to a maximum of \$5,000, plus disbursements and taxes.
13. **Notices.** In this Agreement:
- (a) any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been given if delivered by hand, transmitted by facsimile transmission, emailed, mailed by prepaid registered post, or delivered by courier to the address or facsimile transmission number of each party set out below:

(i) if to the Lender:

NU2U Resources Corp.

[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED]om

With a copy to:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

(ii) if to the Borrower:

Twenty Year Media Corp.

[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

With a copy to:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

Personal information has been redacted.  
or to such other address, facsimile number or email address as any party may designate in  
the manner set out above; and

(b) notice or communication will be considered to have been received:

(i) if delivered by hand or by courier during business hours on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next Business Day;

(ii) if sent by email or facsimile transmission during business hours on a Business Day, upon such Business Day, and if not transmitted during business hours, upon the commencement of business on the next Business Day; and

- (iii) if mailed by prepaid registered post upon the fifth Business Day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand, courier, facsimile transmission, or email.
- 14. **Assignment.** So long as the Borrower has not committed an Event of Default, the Lender agrees that it will not, without the prior written consent of the Borrower, assign all or part of the Facility or any collateral agreements, documents or instruments delivered hereunder any assignee.
- 15. **Enurement.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 16. **Waivers.** No failure or delay on the Lender' part in exercising any power or right hereunder will operate as a waiver thereof.
- 17. **Remedies are Cumulative.** The Lender' rights and remedies hereunder are cumulative and not exclusive of any rights or remedies at law or in equity.
- 18. **Time.** Time is of the essence of this Agreement and all documents or instruments delivered hereunder.
- 19. **Criminal Code Compliance.** In this Section the terms “**interest**”, “**criminal rate**” and “**credit advanced**” have the meanings ascribed to them in Section 347 of the *Criminal Code* (Canada) as amended from time to time. The Borrower and the Lender agree that, notwithstanding any agreement to the contrary, no interest on the Facility or the credit advanced by the Lender under this Agreement will be payable in excess of that permitted under the laws of Canada. If the effective rate of interest, calculated in accordance with generally accepted actuarial practices and principles, would exceed the criminal rate on the credit advanced, then:
  - (a) the elements of return which fall within the term “**interest**” will be reduced to the extent necessary to eliminate such excess;
  - (b) any remaining excess that has been paid will be credited towards prepayment of the Facility; and
  - (c) any overpayment that may remain after such crediting will be returned forthwith to the Borrower upon demand, and, in the event of dispute, a Fellow of the Canadian Institute of Actuaries appointed by the Lender will perform the relevant calculations and determine the reductions, modifications and credits necessary to effect the foregoing and the same will be conclusive and binding on the parties. This Agreement, the Convertible Promissory Note, and all related agreements and documents will automatically be modified to reflect such modifications without the necessity of any further act or deed of the Borrower and the Lender to give effect to them.
- 20. **Withholding Taxes, etc.**
  - (a) All payments hereunder, including in respect of interest under this Agreement, will be made free and clear without deduction or withholdings for any taxes, duties, fees or other charges unless those deductions or withholdings are required by law.

- (b) If the Borrower is required by law to make a deduction or withholding, the Borrower shall make that deduction or withholding within the time allowed and in the minimum amount required by law.
  - (c) Within five (5) days of making a deduction or withholding the Borrower shall deliver to the Lender evidence reasonably satisfactory to that Lender that the deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
  - (d) The Lender represents and warrants to the Borrower that the Lender's country of residency for purposes of its statutory tax reporting is Canada.
21. **Invalidity.** If at any time any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby to the fullest extent possible by law.
22. **Governing Laws.** This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties submit to the non-exclusive jurisdiction of the Courts of the Province of British Columbia and agree to be bound by any suit, action or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding.
23. **Amendment.** This Agreement supersedes the Term Sheet and all prior agreements and discussions between the parties with respect to the subject matter set forth herein. This Agreement may be varied or amended only by or pursuant to an agreement in writing signed by the parties hereto.
24. **Schedules.** All Schedules attached hereto will be deemed fully a part of this Agreement.
25. **Currency.** All references herein to "**dollars**", "**CAD\$**" or "**\$**" are to Canadian dollars, unless otherwise indicated.
26. **Privacy.** The Borrower hereby consents to the collection, use and disclosure of any and all personal information about the Borrower by the Lender and its authorized agents or other representatives, as may be necessary for the Lender to proceed with the transactions contemplated herein, and such other collection, use and disclosure of any and all personal information about the Borrower as may be required or permitted by law.
27. **Counterparts.** This Agreement may be signed in one or more counterparts, originally or by facsimile, each such counterpart taken together will form one and the same agreement.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement on the date first above written.

**NU2U RESOURCES COPR.**

Per:                     SIGNATURE                      
Authorized Signatory



**SCHEDULE "A"**

**CONVERTIBLE PROMISSORY NOTE**

## CONVERTIBLE PROMISSORY NOTE (the "Note")

All capitalized terms which are not expressly defined herein have the meaning ascribed to them in the credit agreement between Twenty Year Media Corp. and NU2U Resources Corp. dated for reference January 15, 2016 (the "Agreement").

Principal Amount: CAD \$252,500.00 (the "Principal Amount")

For value received, TWENTY YEAR MEDIA CORP. (the "Borrower") hereby promises to pay to or to the order of NU2U RESOURCES CORP. (the "Lender"), or as the Lender may direct, the Principal Amount on June 1, 2016 (the "Maturity Date") (subject to the rights of the Lender to accelerate payment under the Agreement), together with interest accruing on the outstanding Principal Amount from the date hereof at a rate of TWELVE PERCENT (12.0%) per annum, compounded and calculated monthly in arrears (equal to a rate of 1.0% per month) ("Interest"). Interest for any partial month period shall be pro-rated for the number of days elapsed in that month. Interest on the Outstanding Balance shall accrue at seventeen percent (17.0%) per annum upon the occurrence of an Event of Default under the Agreement.

### CONVERSION PRIVILEGE

At the option of the Lender, on or prior to the Maturity Date, the Principal Amount of this Note and all Interest may be cancelled and converted into common shares of the Company (the "Conversion Right") at a price per common share equal to the Conversion Price (the "Conversion"). For greater certainty, the Lender may only elect to convert the Principal Amount and Interest in whole and not in part. The Conversion will take place on the second Business Day following the date on which the Lender gives notice to the Borrower that it is exercising its Conversion Right.

"Fully-Diluted" "Fully Diluted Basis" at any time means that all options, warrants or other rights of any kind to acquire Common shares in the capital of the Company and all securities convertible or exchangeable into Common shares outstanding at that time shall be deemed to have been fully exercised, converted or exchanged, as the case may be, and the Common shares issuable as a result thereof shall be deemed to have been fully issued and to form part of the holdings of the person(s) entitled to receive such shares.

"Conversion Price" means the least of:

- (a) the lowest price per common share equivalent at which the company has completed an equity financing since the date of this Note, as proportionally adjusted for any ensuing reclassifications, subdivisions, or consolidations; or
- (b) the quotient obtained by dividing (a) CAD \$1,000,000 by (b) the number of Equity Securities outstanding on a Fully-Diluted Basis (but not including this Note) immediately prior to the effectiveness of the Conversion.

"Equity Securities" means: (a) Common shares in the capital of the Company or any other security of the Company that carries the residual right to participate in the earnings of the Company and, on liquidation, dissolution or winding-up, in the assets of the Company, whether or not the security carries voting rights; (b) any warrants, options or rights entitling the holders thereof to purchase or acquire any such securities; or (c) any securities issued by the Company which are convertible or exchangeable into such securities. "Fully Diluted Basis" at any time means that all options, warrants or other rights of any kind to acquire Common shares in the capital of the Company and all securities convertible or exchangeable into Common shares outstanding at that time shall be deemed to have been fully exercised, converted or exchanged, as the case may be, and the Common shares issuable as a result thereof shall be deemed to have been fully issued and to form part of the holdings of the person(s) entitled to receive such shares.



## PREPAYMENT

Prior to the Maturity Date, upon 10 Business Days' notice by the Borrower to the Lender, and provided the Lender does not give notice to the Borrower within such 10 Business Day period that it is exercising its Conversion Right, the Borrower may prepay the Facility, provided that at the time of prepayment, the Borrower pays to the Lender the greater of (i) any Interest, or (ii) \$16,667.

## TRANSFERABILITY

This Convertible Promissory Note is nontransferable except as permitted under the Agreement.

## WAIVER OF NOTICE

The undersigned and all endorsers, guarantors and assignors, if any, of this Note severally waive notice of default, presentation or demand for payment and protest and notice of nonpayment or dishonour.

## GOVERNING LAW, AMENDMENT

This Note constitutes a Facility Document and shall be governed by the terms and conditions set out in the Agreement with respect to the governing law and amendment.

## REPRESENTATIONS OF THE LENDER

In connection with the issuance of this Note (this Note, and securities issued upon conversion hereof, collectively, the "Securities"), the Lender, by its acceptance hereof, hereby agrees, represents and warrants as follows:

- (i) the Lender is acquiring the Securities solely for its own account for investment and not with a view to or for sale or distribution of the Securities or any portion thereof and not with any present intention of selling, offering to sell or otherwise disposing of or distributing the Securities or any portion thereof;
- (ii) the entire legal and beneficial interest of the Securities is being purchased for the account of the Lender;
- (iii) the Lender either (a) has a prior business and/or personal relationship with the Company and/or its officers and directors, or (b) by reason of its business or financial experience or the business or financial experience of its professional advisors who are unaffiliated with the Company, and who are not compensated by the Company, has the capacity to protect its own interests in connection with the purchase of the Securities;
- (iv) the Lender is an "accredited investor" within the definition of National Instrument 45-106 *Prospectus Exemptions*; and
- (v) the Lender is a resident of Canada within the meaning of the *Income Tax Act* (Canada).

## DEFAULT, REMEDIES, ACTIONS IN CONCERT

This Note may be declared due prior to its expressed Maturity Date if an Event of Default has occurred and is continuing. If the Event of Default remains uncured, the Lender shall have available all rights and remedies of a secured creditor.

This Note is executed as of the date first above written.

**NU2U RESOURCES COPR.**

Per:                     SIGNATURE                      
                    Authorized Signatory

**TWENTY YEAR MEDIA CORP.**

Per:                     SIGNATURE                      
                    Authorized Signatory