

INVESTORS' RIGHTS AGREEMENT

This Investors' Rights Agreement (this "*Agreement*") is made as of the January 28th, 2016, by and among **TWENTY YEAR MEDIA CORP.**, a British Columbia corporation (the "*Company*"), **NU2U RESOURCES CORP.**, a British Columbia company (the "*Investor*").

RECITALS

A. The Company is indebted to the Investor as evidence by a Credit Agreement and related agreements between the Investor and the Company;

B. Under the terms of the Credit Agreement, the Company is issuing a Convertible Promissory Note, which provides for the conversion of the amounts owed to the Investor into shares of the Company at the Investor's option.

C. The obligations in the Credit Agreement and related agreements are conditioned upon the execution and delivery of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Covenants

The Company hereby covenants to each of the Investors as follows:

1.1 Composition of the Board of Directors

If requested at any time by the Investor, the Company shall take all necessary steps to appoint one nominee of the Investor to the board of directors of the Company.

1.2 Delivery of Financial Statements

(a) The Company shall deliver to the Investor such financial information as it may reasonably require from time to time, including all financial statements (monthly, quarterly and annual), budgets, corporate information and all such other information relating to the financial condition, business, budgeting, prospects or corporate affairs of the Company as the Investor or any assignee of the Investor may from time to time request, including a capitalization table and a list of the Company's stockholders and all holders of the Company's outstanding options, warrants or other securities.

1.3 Right of First Offer

(a) If the Company proceeds to offer any shares, then the Company hereby grants to the Investor a right of first offer with respect to future sales by the Company of its New Shares (as hereinafter defined). Each time the Company proposes to offer any Equity Securities (as defined below) ("*New Shares*"), the Company shall first make an offering of such New Shares to the Investor in accordance with the following provisions:

(a) The number of shares that the Investor will be offered and may purchase will be determined by the following formula:

$$\begin{array}{r} \text{Number of shares} \\ \text{that the Investor will} \\ \text{be offered and may} \\ \text{purchase} \end{array} = \frac{\begin{array}{r} \text{Number of Equity} \\ \text{Securities on a Fully} \\ \text{Diluted Basis (as defined} \\ \text{below) held by the} \\ \text{Investor immediately prior} \\ \text{to the share offer} \end{array}}{\begin{array}{r} \text{Total number of Equity} \\ \text{Securities outstanding on} \\ \text{a Fully Diluted Basis (as} \\ \text{defined below) prior to} \\ \text{the share offer} \end{array}} \times \begin{array}{r} \text{Total number of shares} \\ \text{being offered} \end{array}$$

“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, convertible notes, 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.

(b) The Company shall deliver a notice (the “*Notice*”) the Investor stating: (i) its bona fide intention to offer such New Shares, (ii) the Investor’s *pro rata* portion of the New Shares as determined by the formula set forth above, and (iii) the price and terms upon which it proposes to offer such New Shares; (iv) any other terms and conditions applicable to the offer not set out in this paragraph.

(c) By written notification received by the Company, within 10 calendar days after receipt of the Notice, the Investor may elect to purchase or obtain, at the price and on the terms specified in the Notice, all or any number of such offered New Shares.

(d) If any New Shares that Investor is entitled to obtain pursuant to subsection 1.3(b) are not elected to be obtained, the Company may, during the 90 day period following the expiration of the period provided in subsection 1.3(b) hereof, offer the remaining unsubscribed portion of such New Shares to any person or persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Notice. If the Company does not enter into an agreement for the sale of the New Shares within such period, or if such agreement is not consummated within 90 days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Shares shall not be offered unless first reoffered to the Investor in accordance herewith.

(e) The right of first offer in this Section 1.3 shall not be applicable to (i) the issuance or sale of shares of Common Stock (or options or warrants therefor) to employees, directors and consultants for the primary purpose of soliciting or retaining their services pursuant to Board-approved stock purchase or stock option plans, including options granted prior to the date of this

Agreement; (ii) the issuance of securities pursuant to a bona fide, firmly underwritten public offering of common shares resulting in proceeds to the Company of at least CAD \$15,000,000 in the aggregate, (iii) the issuance of securities in connection with a bona fide business acquisition of or by the Company, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise, (iv) the issuance of securities as a dividend or upon any subdivision or split of any outstanding capital stock, (v) the offers or issuance of securities to financial institutions or lessors on customary terms in connection with commercial credit arrangements or equipment lease financings, or (vi) the issuance of securities upon the exercise of options, warrants, notes or other securities convertible into Common Stock outstanding as of the date of this Agreement.

(f) All sales, transfers, conversions and issuances of Equity Securities to any person, including the Investor, are subject to exemptions from the registration and prospectus requirements being available under applicable securities laws without the preparation of an offering memorandum, rights offering or similar document, as determined solely by the Company. Investor expressly acknowledges the foregoing and agrees that it may not be able to exercise any rights to acquire Equity Securities, if appropriate exemptions are not available.

2. Miscellaneous

2.1 Successors and Assigns

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. No Party may assign their rights under this Agreement without the prior written consent of the other Party.

2.2 Governing Law

This Agreement shall be governed by and construed under the laws of the Province of British Columbia.

2.3 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2.4 Titles and Subtitles

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

2.5 Notices

Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) upon receipt by the sender of a confirmation of a successful facsimile transmission, (c) one business day after deposit with a nationally recognized overnight courier service, prepaid for

overnight delivery and addressed as set forth on the signature page hereto, or (d) three days after deposit with the Canada Post, postage prepaid, registered or certified with return receipt requested and addressed to the party to be notified at the address indicated for such party on the signature page hereto, or at such other address as such party may designate by ten days' advance written notice to the other parties.

2.6 Expenses

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable lawyers' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

2.7 Entire Agreement; Amendments and Waivers

This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived only in writing.

2.8 Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

2.9 Survival

The warranties, representations and covenants of the Company and the Investors contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Investors' Rights Agreement as of the date first above written.

TWENTY YEAR MEDIA CORP.

Per: SIGNATURE
(authorized signatory)

NU2U RESOURCES CORP.

Per: SIGNATURE
(authorized signatory)