



NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

Notice is hereby given that the Annual General and Special Meeting (the “**Meeting**”) of the shareholders of **Imagination Park Entertainment Inc.** (the “**Company**”) will be held on Thursday, December 20, 2018 at DLA Piper LLP, Suite 6000, 1 First Canadian Place, 100 King Street West, Toronto, Ontario, Canada, at the hour of 11:00 a.m. (Eastern Standard Time) for the following purposes:

1. To receive the audited annual financial statements of the Company for its financial year ended August 31, 2017;
2. To fix the number of directors of the Company at three (3);
3. To elect the directors of the Company for the ensuing year;
4. To re-appoint Wolrige Mahon LLP, Chartered Accountants, as the Company’s auditor for the ensuing financial year and to authorize the directors to set the auditor’s remuneration;
5. To consider, and if thought fit, to pass a resolution to approve the adoption of the Company’s Restricted Share Unit and Deferred Share Unit Plan, as more particularly described in the accompanying Information Circular;
6. To consider, and if thought advisable, pass a resolution to authorize management to proceed with a name change, if and when they deem advisable, of the Company to “Imagination Park Technologies Inc.”.
7. To consider, and if thought advisable, to pass a resolution to authorize management to proceed with the continuance from the provincial jurisdiction of the Business Corporations Act (British Columbia) to the federal jurisdiction of the Canada Business Corporations Act; and
8. To approve the transaction of such other business as may properly come before the Meeting.

Accompanying this Notice of Meeting is an Information Circular and Instrument of Proxy. The Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. A Registered Shareholder who is unable to attend the Meeting in person is entitled to appoint a proxyholder to attend and vote in his stead. If you cannot be personally present, please refer to the notes accompanying the Instrument of Proxy enclosed and then complete and deposit the Instrument of Proxy with Computershare Investor Services Inc., 100 University Avenue, 9th Floor, Toronto, Ontario, M5J 2Y1, Fax: Within North America: 1-866-249-7775, Outside North America: (416) 263-9524 within the time set out in the notes, as set out below.

The Instrument of Proxy must be signed by the Registered Shareholder or by his or her attorney authorized in writing, or, if the Registered Shareholder is a corporation, by an officer or director thereof as an authorized signatory. The completed Instrument of Proxy must be deposited at the office of Computershare Investor Services Inc. at least 48 hours before the time of the Meeting (excluding Saturdays, Sundays and holidays), or any adjournment thereof.

The enclosed Instrument of Proxy is solicited by management but you may amend it, if you so desire, by striking out the names of the management proxyholders shown and inserting in the space provided the name of the person you wish to represent you at the Meeting.

DATED at Vancouver, British Columbia, this 8th day of November, 2018.

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BY ORDER OF THE BOARD

“Alen Paul Silverrstieen”, President & CEO

IMAGINATION PARK ENTERTAINMENT INC.

INFORMATION CIRCULAR

(Containing information as of November 8, 2018, unless otherwise stated)

INTRODUCTION

This Information Circular is furnished to you in connection with the solicitation of proxies by management of Imagination Park Entertainment Inc. (“we”, “us” or the “Company”) for use at the Annual General and Special Meeting (the “Meeting”) of shareholders of the Company to be held on Thursday, December 20th, 2018 and at any adjournment of the Meeting. The Company will conduct its solicitation by mail and our officers, directors and employees may, without receiving special compensation, contact shareholders by telephone, electronic means or other personal contact. We will not specifically engage employees or soliciting agents to solicit proxies. We do not reimburse shareholders, nominees or agents (including brokers holding shares on behalf of clients) for their costs of obtaining authorization from their principals to sign forms of proxy. We will pay the expenses of this solicitation.

APPOINTMENT OF PROXY HOLDER

The persons named as **proxy holders** in the enclosed form of proxy are the Company’s directors or officers. **As a shareholder, you have the right to appoint a person (who need not be a shareholder) in place of the persons named in the form of proxy to attend and act on your behalf at the Meeting. To exercise this right, you must either insert the name of your representative in the blank space provided in the form of proxy and strike out the other names or complete and deliver another appropriate form of proxy.**

A proxy will not be valid unless it is dated and signed by you or your attorney duly authorized in writing or, if you are a corporation, by an authorized director, officer, or attorney of the corporation.

VOTING BY PROXY

The persons named in the accompanying form of proxy will vote or withhold from voting the shares represented by the proxy in accordance with your instructions, provided your instructions are clear. If you have specified a choice on any matter to be acted on at the Meeting, your shares will be voted or withheld from voting accordingly. If you do not specify a choice or where you specify both choices for any matter to be acted on, your shares will be voted in favour of all matters.

The enclosed form of proxy gives the persons named as proxy holders discretionary authority regarding amendments or variations to matters identified in the Notice of Meeting and any other matter that may properly come before the Meeting. As of the date of this Information Circular, our management is not aware of any such amendment, variation or other matter proposed or likely to come before the Meeting. However, if any amendment, variation or other matter properly comes before the Meeting, the persons named in the form of proxy intend to vote on such other business in accordance with their judgement.

You may indicate the manner in which the persons named in the enclosed proxy are to vote on any matter by marking an “X” in the appropriate space. If you wish to give the persons named in the proxy a discretionary authority on any matter described in the proxy, then you should leave the space blank. **In that case, the proxy holders nominated by management will vote the shares represented by your proxy in accordance with their judgment.**

RETURN OF PROXY

You must deliver the completed form of proxy to the office of the Company's registrar and transfer agent, Computershare Investor Services Inc., 3rd floor, 510 Burrard Street, Vancouver, British Columbia, V6C 3B9, not less than 48 hours (excluding Saturdays, Sundays, and holidays) before the scheduled time of the Meeting or any adjournment.

ADVICE TO NON-REGISTERED SHAREHOLDERS

Only shareholders whose names appear on our records or validly appointed proxy holders are permitted to vote at the Meeting. Most of our shareholders are "non-registered" shareholders because their shares are registered in the name of a nominee, such as a brokerage firm, bank, trust company, trustee or administrator of a self-administered RRSP, RRIF, RESP or similar plan or a clearing agency such as CDS Clearing and Depository Services Inc. (a "Nominee"). If you purchased your shares through a broker, you are likely a non-registered shareholder.

Non-registered holders who have not objected to their Nominee disclosing certain ownership information about themselves to us are referred to as "NOBOs". Those non-registered holders who have objected to their Nominee disclosing ownership information about themselves to us are referred to as "OBOs".

In accordance with the securities regulatory policy, we will have distributed copies of the Meeting materials, being the Notice of Meeting, this Information Circular, and the form of proxy directly to NOBOs and to the Nominees for onward distribution to OBOs.

Nominees are required to forward the Meeting materials to each OBO unless the OBO has waived the right to receive them. Shares held by Nominees can only be voted in accordance with the instructions of the non-registered shareholder. Meeting materials sent to non-registered holders who have not waived the right to receive Meeting materials are accompanied by a request for voting instructions (a "VIF"). This form is instead of a proxy. By returning the VIF in accordance with the instructions noted on it, a non-registered holder is able to instruct the registered shareholder (or Nominee) how to vote on behalf of the non-registered shareholder. VIF's, whether provided by the Company or by a Nominee, should be completed and returned in accordance with the specific instructions noted on the VIF.

In either case, the purpose of this procedure is to permit non-registered holders to direct the voting of the shares which they beneficially own. Should a non-registered holder who receives a VIF wish to attend the Meeting or have someone else attend on his/her behalf, the non-registered holder may request a legal proxy as set forth in the VIF, which will grant the non-registered holder or his/her nominee the right to attend and vote at the Meeting. Non-registered holders should carefully follow the instructions set out in the VIF including those regarding when and where the VIF is to be delivered.

REVOCATION OF PROXY

If you are a registered shareholder who has returned a proxy, you may revoke your proxy at any time before it is exercised. In addition to revocation in any other manner permitted by law, a registered shareholder who has given a proxy may revoke it by either:

- a) signing a proxy bearing a later date; or
- b) signing a written notice of revocation in the same manner as the form of proxy is required to be signed as set out in the notes to the proxy.

The later proxy or the notice of revocation must be delivered to the office of the Company's registrar and transfer agent or to the Company's head office at any time up to and including the last business day before the scheduled time of the Meeting or any adjournment, or to the Chairman of the Meeting on the day of the Meeting or any adjournment.

If you are a non-registered shareholder who wishes to revoke a VIF or to revoke a waiver of your right to receive Meeting materials and to give voting instructions, you must give written instructions to your Nominee at least seven days before the Meeting.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

None of the directors or executive officers of the Company, nor any person who has held such a position since the beginning of the last completed financial year of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors, and the approval of the Company's Restricted Share Unit and Deferred Share Unit Plan, approval of which will be sought at the Meeting. See "Particulars of Matters to be Acted Upon".

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Persons who are registered shareholders of common shares at the close of business on November 8, 2018, are entitled to receive notice of and to attend and vote at the Meeting or any adjournment of the Meeting (see "Voting of Shares and Proxies and Exercise of Discretion by Proxyholders" above).

The authorized capital of the Company consists of an unlimited number of common shares without par value. As of November 8, 2018, the Company had 101,620,688 common shares issued and outstanding.

To the knowledge of the directors and executive officers of the Company, the only person/corporation who holds, directly or indirectly, or exercises control or direction, over more than 10% of the issued and outstanding Common Shares, is as follows:

Name	Number of Voting Securities	Percentage
Sheldon Inwentash	10,350,000	10.18%

Approval of Resolutions

On a show of hands, every shareholder and proxy holder will have one vote and, on a poll, every shareholder present in person or represented by proxy will have one vote for each common share. To approve a motion for an ordinary resolution, a majority of the votes cast by shareholders in person or by proxy who vote in respect of that resolution will be required. To approve a motion for a special resolution, a majority of not less than two-thirds of the votes cast in person or by proxy be those shareholders who vote in respect of that resolution will be required.

EXECUTIVE COMPENSATION

The following information is presented in accordance with National Instrument Form 51-102F6V – *Statement of Executive Compensation*, and sets forth compensation for each of Alen Paul Silverstieen (the "CEO" and "CFO"), Gabriel Napora (the previous "CEO"), John Masters (the previous "CFO") and Kelsey Chin (the previous "CFO"), (together, the "NEOs"), Gabriel Napora, director of the Company, and Timothy Marlowe, Yassen Taalat, Joe Wowk and Colin Wiebe, the previous directors of the Company, as at August 31, 2017.

General

For the purposes of this Statement of Executive Compensation:

“CEO” means an individual who acted as chief executive officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“CFO” means an individual who acted as chief financial officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“Named Executive Officer” or “NEO” means each of the following individuals:

- (a) a CEO;
- (b) a CFO;
- (c) each of the three most highly compensated executive officers of the Company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year and whose total compensation was, individually, more than \$150,000 as determined in accordance with applicable securities laws; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity at the end of the most recently completed financial year.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets out all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company to each NEO and director, in any capacity, for the two most recently completed financial years ended August 31, 2017 and 2016:

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of Perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Alen Paul Silverrstieen ⁽¹⁾ <i>President, CEO and Interim CFO</i>	2017	107,884	Nil	Nil	Nil	Nil	107,884
	2016	N/A	N/A	N/A	N/A	N/A	N/A
Gabriel Napora ⁽²⁾ <i>Director, Previous CEO</i>	2017	137,050	Nil	Nil	Nil	Nil	137,050
	2016	75,000	Nil	Nil	Nil	Nil	75,000
Kelsie Chin ⁽³⁾ <i>Previous CFO</i>	2017	25,000	Nil	Nil	Nil	3,000 ⁽⁴⁾	28,000
	2016	33,000	N/A	N/A	N/A	N/A	33,000
John Masters ⁽⁵⁾ <i>Previous CFO</i>	2017	Nil	Nil	Nil	Nil	Nil	Nil
	2016	Nil	Nil	Nil	Nil	Nil	Nil
Timothy Marlowe ⁽⁶⁾ <i>Previous President & Director</i>	2017	127,200	Nil	Nil	Nil	Nil	127,200
	2016	78,000	Nil	Nil	Nil	Nil	78,000
Yassen Taalat ⁽⁷⁾ <i>Previous Director</i>	2017	150,750	Nil	Nil	Nil	Nil	150,750
	2016	33,000	N/A	N/A	N/A	N/A	33,000

Colin Wiebe ⁽⁸⁾ <i>Previous Director</i>	2017 2016	100,627 66,800	N/A Nil	N/A Nil	N/A Nil	N/A Nil	100,627 66,800
Joseph Wowk ⁽⁹⁾ <i>Previous Director</i>	2017 2016	30,000 99,250	N/A Nil	N/A Nil	N/A Nil	N/A Nil	30,000 99,250

Notes:

- (1) Alen Paul Silverstieen was appointed President & CEO on April 18, 2017 and Interim CFO on June 5, 2017.
(2) Gabriel Napora resigned as CEO on April 18, 2017.
(3) Kelsie Chin resigned as CFO on February 1, 2017.
(4) Kelsie Chin received office and rent costs.
(5) John Masters was appointed Interim CFO on February 1, 2017 and resigned on March 26, 2017.
(6) Timothy Marlowe resigned as President on April 18, 2017 and a director on October 18, 2017.
(7) Yassen Taalat resigned as a director on June 25, 2018.
(8) Colin Wiebe resigned as a director on June 5, 2017.
(9) Joseph Wowk resigned as a director on September 13, 2016.

Stock Options and Other Compensation Securities

During the financial year ended August 31, 2017, the following NEO's and directors of the Company were issued compensation securities:

Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Alen Paul Silverstieen <i>President, CEO and Interim CFO</i>	Stock Option	50,000	Nov 16, 2016	0.15	0.085	0.27	Nov 16, 2021
		700,000	Feb 3, 2017	0.05	0.04	0.27	Feb 3, 2022
		750,000	Apr 18, 2017	0.31	0.275	0.27	Apr 18, 2022
		250,000	Jul 4, 2017	0.26	0.26	0.27	Jul 4, 2022
Gabriel Napora <i>Director, Previous CEO</i>	Stock Option	250,000	Sept 13, 2016	0.15	0.14	0.27	Sept 13, 2021
Kelsie Chin <i>Previous CFO</i>	Stock Option	250,000	Sept 13, 2016	0.15	0.14	0.27	Sept 13, 2021

John Masters <i>Previous CFO</i>	Stock Option	100,000	Sept 13, 2016	0.15	0.14	0.27	Sept 13, 2021
Timothy Marlowe <i>Previous President & Director</i>	Stock Option	250,000	Sept 13, 2016	0.15	0.14	0.27	Sept 13, 2021
Yassen Taalat <i>Previous Director</i>	Stock Option	250,000	Sept 13, 2016	0.15	0.14	0.27	Sept 13, 2021
Colin Wiebe <i>Previous Director</i>	Stock Option	250,000	Sept 13, 2016	0.15	0.14	0.27	Sept 13, 2021
Joseph Wowk <i>Previous Director</i>	Stock Option	100,000	Sept 13, 2016	0.15	0.14	0.27	Sept 13, 2021

Exercise of Stock Options

During the financial year ended August 31, 2017, the following NEO's and directors of the Company exercised compensation securities:

Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of exercise	Closing price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
Alen Paul Silverrsteen <i>President, CEO and Interim CFO</i>	Stock Option	262,900	0.05	Mar 13, 2017	0.41	0.36	94,644
Gabriel Napora <i>Director, Previous CEO</i>	Stock Option	100,000	0.06	Aug 8, 2017	0.255	0.195	19,500
Kelsie Chin <i>Previous CFO</i>	Stock Option	250,000	0.15	Mar 15, 2017	0.55	0.40	100,000
John Masters <i>Previous CFO</i>	Stock Option	100,000	0.06	Mar 9, 2017	0.345	0.285	28,500
		50,000	0.15	Mar 23, 2017	0.30	0.15	7,500
		50,000	0.15	Jul 12, 2017	0.29	0.14	7,000
Timothy	Stock Option	100,000	0.06	Aug 8,	0.255	0.195	19,500

Marlowe <i>Previous President & Director</i>				2017			
Yassen Taalat <i>Previous Director</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Colin Wiebe <i>Previous Director</i>	Stock Option	250,000	0.15	Jul 25, 2017	0.35	0.20	50,000
		100,000	0.06	Jul 25, 2017	0.35	0.29	29,000
Joseph Wowk <i>Previous Director</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Stock Option Plans and Other Incentive Plans

The Company has adopted a stock option plan (the “Option Plan”) pursuant to which the Board may grant options (the “Options”) to purchase common shares of the Company (the “Shares”) to NEOs, directors and employees of the Company or affiliated corporations and to consultants retained by the Company.

The purpose of the Option Plan is to attract, retain, and motivate NEOs, directors, employees and other service providers by providing them with the opportunity, through options, to acquire an interest in the Company and benefit from the Company’s growth. Under the Option Plan, the maximum number of Shares reserved for issuance, including Options currently outstanding, is equal to 10% of the Shares outstanding from time to time (the “10% Maximum”). The 10% Maximum is an “evergreen” provision, meaning that, following the exercise, termination, cancellation or expiration of any Options, a number of Shares equivalent to the number of options so exercised, terminated, cancelled or expired would automatically become reserved and available for issuance in respect of future Option grants.

The number of Shares which may be the subject of Options on a yearly basis to any one person cannot exceed 5% of the number of issued and outstanding Shares at the time of the grant. Options may be granted to any employee, officer, director, consultant, affiliate or subsidiary of the Company exercisable at a price which is not less than the market price of common shares of the Company on the date of the grant. The directors of the Company may, by resolution, determine the time period during which any option may be exercised (the “Exercise Period”), provided that the Exercise Period does not contravene any rule or regulation of such exchange on which the Shares may be listed. All Options will terminate on the earliest to occur of (a) the expiry of their term; (b) the date of termination of an optionee’s employment, office or position as director, if terminated for just cause; (c) 90 days (or such other period of time as permitted by any rule or regulation of such exchange on which the Shares may be listed) following the date of termination of an optionee’s position as a director or NEO, if terminated for any reason other than the optionee’s disability or death; (d) 30 days following the date of termination of an optionee’s position as a consultant engaged in investor relations activities, if terminated for any reason other than the optionee’s disability, death, or just cause; and (e) the date of any sale, transfer or assignment of the Option.

Options are non-assignable and are subject to early termination in the event of the death of a participant or in the event a participant ceases to be a NEO, director, employee, consultant, affiliate, or subsidiary of the Company, as the case may be. Subject to the foregoing restrictions, and certain other restrictions set out in the Option Plan, the Board is authorized.

If the proposed RSU/DSU Plan is approved, then the total number of Options that may be granted together with outstanding Options, RSUs and DSUs cannot exceed ten percent of the total number of Shares outstanding.

Employment, Consulting and Management Agreements

Management functions of the Company are not, to any substantial degree, performed other than by directors or NEOs of the Company.

The Company has entered into the following agreements with the NEOs and directors of the Company:

Alen Paul Silverstieen –The Company entered into a consulting agreement on April 28, 2017 with The Zamnu Inc., of which Mr. Silverstieen is the Principle, whereby a monthly fee of USD \$15,000 would be payable.

In the event there is a “Change of Control” of the Company, Mr. Silverstieen may give notice of termination to the Company. In which event, the Company will be required to pay to Mr. Silverstieen the equivalent sum of thirty-six (36) months annual salary.

The Company expects to enter into a new employment contract directly with Mr. Silverstieen in the near future.

Gabriel Napora –The Company entered into a consulting agreement on with Triton Films Inc., of which Mr. Napora is the Principle, whereby a consulting fee of CAD \$13,000 would be payable commencing November 1st 2018. The agreement is for a one year term and is cancellable on three months notice. The agreement is in good standing.

Oversight and Description of Director and NEO Compensation

The board of directors of the Company as a whole has the responsibility of determining the compensation for the CEO, the CFO and for other senior management and directors.

The Company’s compensation objectives include the following:

- to assist the Company in attracting and retaining highly-qualified individuals;
- to create a sense of ownership in the Company among directors, officers, consultants and employees and to align their interests with those of the shareholders; and
- to ensure that the Company compensation program is competitive as well as financially affordable.

The Company’s compensation program is designed to provide competitive levels of compensation. The Company recognizes the need to provide a total compensation package that will attract and retain qualified and experienced executives as well as align the compensation level of each executive to that executive’s level of responsibility. In general, the Company’s NEOs may receive compensation that is comprised of three components:

- salary, wages or contractor payments;
- stock option grants; and/or
- bonuses.

The objective and reason for this system of compensation is to allow the Company to remain competitive compared to its peers in attracting experienced personnel. The base salary of a NEO is intended to attract and retain executives by providing a reasonable amount of non-contingent remuneration.

The base salary review of each NEO takes into consideration the current competitive market conditions, experience, proven or expected performance, and the particular skills of the NEO’s. Base salary is not evaluated against a formal “peer group”. The Company’s Compensation Committee relies on the general experience of its members in setting base salary amounts.

Stock option grants are designed to reward the NEOs for success on a similar basis as the shareholders of the Company, although the level of reward provided by a particular stock option grant is dependent upon the volatile stock market.

Any bonuses paid to the NEOs are allocated on an individual basis related to the review by the Board of the work planned during the year and the work achieved during the year, including work related to administration, financing, shareholder relations and overall performance. The bonuses are paid to reward work done above the base level.

The Company has a stock option plan for the granting of incentive stock options to the Company's officers, employees and directors. The purpose of granting such options to the Company's directors is to assist the Company in compensating, attracting, retaining and motivating the directors and to closely align the personal interests of the directors to that of the Company's shareholders.

Pension Arrangements

The Company does not have any pension arrangements in place for the NEOs.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out equity compensation plan information as at the end of the financial year ended August 31, 2017:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
	(a)	(b)	(c)
Equity compensation plans approved by securityholders	4,375,488	\$0.25	1,783,462
Equity compensation plans not approved by securityholders	Nil	N/A	N/A
Total	4,375,488		1,783,462

AUDIT COMMITTEE

The Company is including the disclosure required by Form 52-110F2 of National Instrument 52-110 *Audit Committees* ("NI 52-110") under this heading. The Company is a "venture issuer" under NI 52-110 and is relying on the exemption in section 6.1 of NI 52-110.

Audit Committee Charter

The Charter of the Company's audit committee is included as Schedule "A" to this Information Circular.

Composition of the Audit Committee

The Audit Committee is currently composed of the following three directors: Gabriel Napora, James Skippen and John Gillberry. James Skippen and John Gillberry are considered to be independent. All three members are financially literate.

Relevant Education and Experience

All of the members of the Audit Committee are financially literate, in that they have the ability to read and understand a balance sheet, an income statement, a cash flow statement and the notes attached thereto. Additionally,

all of the members of the Audit Committee have accounting or related financial experience and are able to analyze and interpret a full set of financial statements, including the notes attached thereto, in accordance with international financial reporting standards.

External Auditor Service Fees by Category

Audit Fees and Audit-Related Fees

The aggregate fees billed/unbilled by the Company's external auditor for the financial year ended August 31, 2017 for audit and assurance and related services is approximately \$34,565 (2016: \$26,520).

Tax Fees

The aggregate fees unbilled/billed for tax compliance, tax advice and tax planning services by the Company's external auditor for the financial year ended August 31, 2017 were \$NIL (2016: \$NIL).

All Other Fees

The aggregate fees billed by the Company's external auditor for the financial year ended August 31, 2017 for review of unaudited interim financial statements, compilation of consolidated financial statements and related services were \$NIL (2016: \$NIL).

Exemption

The Company is relying on the exemption in section 6.1 of NI 52-110, which exempts issuers whose shares are listed on the Exchange from the requirements of Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations) of NI 52-110.

CORPORATE GOVERNANCE

National Instrument 58-101 Disclosure of Corporate Governance Practices ("**NI 58-101**") requires issuers to disclose their governance practices in accordance with NI 58-101. The Company is a "venture issuer" within the meaning of NI 58-101. A discussion of the Company's governance practices within the context of NI 58-101 is set out below.

Board of Directors

Directors are considered to be independent if they have no direct or indirect material relationship with the Company. A "material relationship" is a relationship that could, in the view of the Company's Board of Directors, be reasonably expected to interfere with the exercise of a director's independent judgment.

James Skippen and John Gillberry are "independent" directors in that they are independent and free from any interest and any business or other relationship which could or could reasonably be perceived to materially interfere with his ability to act within the best interests of the Company, other than the interests and relationships arising from his shareholdings.

The Board facilitates its independent supervision over management by choosing management who demonstrate a high level of integrity and ability and having strong independent Board members. Further supervision is performed through the Audit Committee who may meet with the Company's auditors without management being in attendance.

Directorship

The directors of the Company are currently directors of the following other reporting issuers:

Gabriel Napora	None.
James Skippen	Quarterhill Inc.
John Gillberry	Quarterhill Inc.

Board Mandate

The Board does not have a written mandate. The Board is responsible for approving long-term strategic plans and annual operating plans and budgets recommended by management. Board consideration and approval is also required for material contracts and business transactions, and all debt and equity financing transactions.

The Board delegates to management responsibility for meeting defined corporate objectives, implementing approved strategic and operating plans, carrying on the Company's business in the ordinary course, managing the Company's cash flow, evaluating new business opportunities, recruiting staff and complying with applicable regulatory requirements. The Board also looks to management to furnish recommendations respecting corporate objectives, long-term strategic plans and annual operating plans.

Position Descriptions

The Board has not developed written position descriptions for the President and CEO of the Company or for the Chair of the Audit Committee. The size and nature of the Company's business allows each director or officer to understand his role in progressing the Company's operations.

Orientation and Continuing Education

When new directors are appointed, they receive orientation, commensurate with their previous experience, on the Company's business, technology and industry and on the responsibilities of directors. Board meetings may also include presentations by the Company's management to give the directors additional insight into the Company's business. Individual directors are responsible for maintaining their own education, skills and knowledge at an appropriate level. Board members are encouraged to attend educational courses or presentations in relation to the Company's projects or the industry within which the Company operates.

Ethical Business Conduct

The Board of Directors has not, to date, adopted a formal written Code of Ethical Business Conduct. The current limited size of the Company's operations, and the small number of officers and employees allow the Board to monitor, on an ongoing basis, the activities of management and to ensure that the highest standard of ethical conduct is maintained. The Board is aware of the recommendation in National Policy 58-201 *Corporate Governance Guidelines* to adopt a written code of business conduct and ethics and is reviewing different standards that may be appropriate for the Company to adopt.

To date, the Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company. Under the corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. A director must disclose to the Board the nature and extent of any interest of the director in any material contract or material transaction, whether made or proposed, if the director is a party to the contract or transaction, is a director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. The disclosure must be evidenced in writing by being included in the consent resolutions or minutes of the meeting that approved the transaction or in a written disclosure delivered to the Company's records office.

Unless the director properly discloses his interest and has the transaction properly approved, he may be liable to account to the Company for any profit he makes as a result of the transaction, unless the court finds that the transaction was fair and reasonable to the Company. Once the appropriate disclosure has been made by the interested director, the transaction must be approved by the directors or by the shareholders by special resolution. An interested director would not be entitled to vote at meetings of directors which evoke any such conflict.

Nomination of Directors

The Board of Directors is responsible for identifying individuals qualified to become new Board members and recommending to the Board new director nominees to fill vacancies and for the next annual meeting the shareholders. The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience. New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the time required, shown support for the Company's mission and strategic objectives and a willingness to serve.

The Board does not have a nominating committee, and these functions are currently performed by the Board as a whole. However, this policy may be reviewed in the future depending on the circumstances of the Company.

Compensation

The Board periodically reviews the compensation paid to directors, management and other employees based on such factors as time commitment and level of responsibility, comparative fees paid by other companies in the industry in North America and the Company's current position as an exploration company with limited operating revenue.

The Board does not have a compensation committee, and these functions are currently performed by the Board as a whole. However, this policy may be reviewed in the future depending on the circumstances of the Company.

Mr. Skippen and Mr. Gillberry have only received stock options or shares as consideration for their service on the Board of Directors. Both Mr. Skippen and Mr. Gillberry received 700,000 stock options each with a strike price of \$0.20. On October 18, 2018, the Board set the directors compensation for Messrs. Skippen and Gillberry at \$20,000 and \$16,667 per month respectively commencing July 1 2018. Mr. Skippen and Mr. Gillberry have asked to receive all compensation after deduction of source deductions in common shares or share units rather than cash.

Other Board Committees

The Board of Directors has no other committees other than the Audit Committee.

Assessments

The Board of Directors conducts periodic assessments of its members including individual assessments to determine if the board, its committee and the individual directors are performing efficiently. Based on the Company's size, stage of development and the limited number of individuals on the Board of Directors, the Board considers a formal assessment process to be inappropriate at this time. As the activities of the Company develop, it will consider the establishment of more formal evaluation procedures, including more quantitative measures of performance.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

During the last completed financial year, no director, executive officer, or nominee for director of the Company or any of their associates has been indebted to the Company or any of its subsidiaries, nor has any of these individuals been indebted to another entity which indebtedness is the subject of a guarantee, support in agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No informed person of the Company, no proposed nominee for election as a director of the Company, and no associate or affiliate of any of these persons, has any material interest, direct or indirect, in any transaction since the commencement of our last financial year or in any proposed transaction, which, in either case, has materially affected or will materially affect the Company or any of our subsidiaries.

An “informed person” means:

- (a) a director or executive officer of the Company;
- (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company;
- (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company or a combination of both carrying more than 10 percent of the voting rights attached to all outstanding voting securities of the Company other than voting securities held by the person or company as underwriter in the course of a distribution; and
- (d) the Company if it has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

MANAGEMENT CONTRACTS

Management functions of the Company are generally performed by directors and executive officers of the Company and not, to any substantial degree, by any other person to whom the Company has contracted.

PARTICULARS OF MATTERS TO BE ACTED UPON

Election of Directors

The Company’s Board of Directors proposes to nominate the persons named in the table below for election as directors of the Company. Each director elected will hold office until the next annual general meeting of the Company or until his successor is duly elected or appointed, unless the office is earlier vacated in accordance with the Articles of the Company or the *Business Corporations Act* (British Columbia) (the “BCBCA”) or he becomes disqualified to act as a director.

Management of the Company proposes that the number of directors for the Company be determined at three (3) for the ensuing year, subject to such increases as may be permitted by the Articles of the Company.

The following table sets out the names of management’s nominees for election as directors, the jurisdiction in which each is ordinarily resident, the positions and offices which each presently holds with the Company, the period of time for which each has been a director of the Company, the respective principal occupations or employments during the past five years (if such nominee is not presently a director who was elected to his present term of office by a vote of shareholders) and the number of shares of the Company which each beneficially owns, directly or indirectly, or over which control or direction is exercised as of the date of this Information Circular.

Name, Jurisdiction of Residence and Position Held with the Company	Principal Occupation During the Past Five Years ⁽¹⁾⁽²⁾	Director Since	Number of Shares Owned ⁽¹⁾
Gabriel Napora ⁽³⁾ British Columbia, Canada <i>Director</i>	Chief Strategy Officer and a director of the Company	May 11, 2015	5,067,941

Name, Jurisdiction of Residence and Position Held with the Company	Principal Occupation During the Past Five Years ⁽¹⁾⁽²⁾	Director Since	Number of Shares Owned ⁽¹⁾
<p>James Skippen⁽³⁾ Ontario, Canada <i>Director and Chairman of the Board</i></p>	<p>Mr. Skippen is currently Chairman of the Board of Quarterhill Inc. He has been President, Chief Executive Officer of WiLAN Inc., now a subsidiary of Quarterhill from June 2006 to July 2018. Prior to joining WiLAN, Mr. Skippen had more than 18 years' legal experience in business management, patent licensing and technology transfer including ten years as a Senior Executive with MOSAID Technologies Incorporated, experience as leader of the Ottawa Technology Practice of the law firm McCarthy Tétrault LLP and more than 8 years as an associate and then partner with the law firm Borden & Elliot (now, Borden Ladner Gervais LLP). Mr. Skippen is a frequent speaker on patent monetization matters.</p> <p>Mr. Skippen holds an LL.B. degree from the University of Ottawa in Ottawa, Ontario. Mr. Skippen is a former member of the Board of the Canadian Diabetes Association, a former member of the Board of Governors of Elmwood School in Ottawa, Canada, a former member of the Board of Directors of the Ottawa Art Gallery and a former member of the Board of Ieron Technologies Corporation (a Canadian technology company previously listed on the TSX Venture Exchange).</p>	June 24, 2018	3,475,000
<p>John Gillberry⁽³⁾ Ontario, Canada <i>Director</i></p>	<p>John Gillberry is the Founder and President of Bayfield Capital Group, a specialized corporate finance advisory firm providing expertise in areas of mergers, acquisitions, asset-based lending solutions, capital acquisition and other growth strategies which may take advantage of non-traditional or equity financing.</p>	June 25, 2018	653,385

- (1) This information as to principal occupation and number of shares owned, not being within the knowledge of the Company, has been furnished by the respective directors individually.
- (2) Unless otherwise stated above, any nominee named above not elected at the last annual general meeting has held the principal occupation or employment indicated for at least five years.
- (3) Member of the Audit Committee.

Appointment and Remuneration of Auditor

Unless otherwise instructed, the proxies given in this solicitation will be voted for the re-appointment of Wolrige Mahon LLP, of Vancouver, British Columbia, as auditors for the Company to hold office until the next annual general meeting, at a remuneration to be fixed by the directors.

Approval of Restricted Share Unit and Deferred Share Unit Plan

Background

The Company is seeking Shareholder approval for a new Restricted Share Unit and Deferred Share Unit Plan (the “RSU/DSU Plan”) and for the issuance of Common Shares from treasury pursuant to the RSU/DSU Plan. The Board has adopted the RSU/DSU Plan for the benefit of the Company’s executives, employees and non-employee directors. The RSU/DSU Plan has been established to promote the interests of the Company by attracting and retaining qualified persons to serve on the Board and to promote a greater alignment of long term interests between RSU/DSU Plan participants and the shareholders of the Company.

The Board intends to use the Restricted Share Units (“RSUs”) and Deferred Share Units (“DSUs”) issued under the RSU/DSU Plan, as well as options issued under the Stock Option Plan, if any, as part of the Company’s overall director and employee compensation plan. Since the value of RSUs and DSUs increase or decrease with the price of the Common Shares, RSUs and DSUs reflect a philosophy of aligning the interests of directors with those of the Shareholders by tying compensation to share price performance. The maximum amount together with all Options issued under the stock option plan that can be issued under this plan is ten (10%) percent of the Shares outstanding of the Company. Accordingly, the approval of this Plan will not further dilute shareholders.

The Board may award such number of RSUs and DSUs to a director as the Board deems advisable to provide the director with appropriate equity-based compensation for the services he or she renders to the Company. The Board shall determine the date on which such RSUs and DSUs may be granted and the date as of which such RSUs and DSUs shall be credited to the director’s DSU Account. The Company and a director who receives such an additional award of RSUs and DSUs shall enter into a DSU award agreement to evidence the award and the terms applicable thereto.

At the Meeting, Shareholders will be asked to approve a resolution to approve the RSU/DSU Plan as a treasury-based plan. In order to be approved, the resolution must be passed by a majority of the votes cast by the holders of the Common Shares present in person or represented by proxy at the Meeting. Unless instructions are given to decline to vote or to vote against concerning the following resolution, the persons whose names appear in the instrument of proxy intend to vote at the meeting in favor of the following resolution (the “RSU/DSU Plan Resolution”).

The RSU/DSU Plan is very advantageous to shareholders of the Company because it pays employees and directors in share units rather than cash. This preserves cash and aligns executives and directors with shareholders interests in seeing a higher stock price.

“BE IT RESOLVED THAT:

1. the Restricted Share Unit and Deferred Share Unit Plan (the “RSU/DSU Plan”), in the form attached as Schedule B to the Information Circular of the Company dated November 8, 2018 with any changes as may be required, and the reservation of 2,809,831 common shares of the Company for issuance thereunder, be and the same is hereby approved;
2. any director or officer of the Company be and is hereby authorized, for and on behalf of the Company, to do all such things and execute all such documents and instruments as may be necessary or desirable to give effect to this resolution.

3. notwithstanding that this resolution has been passed by the shareholders of the Company, the adoption of the proposed RSU/DSU Plan of the Company is conditional upon receipt of any regulatory approvals as may be needed from time to time and the directors of the Company are hereby authorized and empowered to revoke this resolution, without any further approval of the shareholders of the Company, at any time if such revocation is considered necessary or desirable by the directors.”

The Board recommends that Shareholders vote FOR the RSU/DSU Plan Resolution, and the Company has been advised that the directors and senior officers of the Company intend to vote all Common Shares held by them in favour of the RSU/DSU Plan Resolution.

In order to be effective, the foregoing special resolutions must be approved by a majority of the votes cast by those shareholders of the Company who, being entitled to do so, vote in person or by proxy at the Meeting in respect of such resolution.

It is the intention of the persons named in the accompanying Proxy, if not expressly directed to the contrary in such Proxy, to vote such proxies FOR the special resolution authorizing the approval of the Restricted Share Unit and Deferred Share Unit Plan.

The Directors of the Company believe the passing of the foregoing special resolution is in the best interests of the Company and recommend that shareholders of the Company vote in favour of the resolution.

Unless such authority is withheld, the persons named in the enclosed Proxy intend to vote FOR the approval of the Restricted Share Unit and Deferred Share Unit Plan.

Name Change

The Company has deemed it in its best interest to change the name of the Company to “Imagination Park Technologies Inc.”

“BE IT RESOLVED THAT:

1. the change in the name of the Company to “Imagination Park Technologies Inc.” is hereby approved; and
2. any director or officer of the Company be and is hereby authorized, for and on behalf of the Company, to do all such things and execute all such documents and instruments as may be necessary or desirable to give effect to this resolution.”

The Board recommends that Shareholders vote FOR the Resolution, and the Company has been advised that the directors and senior officers of the Company intend to vote all Common Shares held by them in favour of the Resolution.

Approval of Continuance Introduction

The shareholders will be asked at the Meeting to consider and, if thought fit, to pass a special resolution set forth below (the “Continuance Resolution”), authorizing the Company to make application for a Certificate of Continuance under the Canada Business Corporations Act (the “CBCA”) which effects the continuance of the Company from the Business Corporations Act (British Columbia) (“BCBCA”) to the CBCA (the “Continuance”). The Continuance, if approved, will change the legal domicile of the Company and will affect certain of the rights of shareholders as they currently exist under the BCBCA. Accordingly, shareholders should consult their own independent legal advisors regarding implications of the Continuance which may be of particular importance to them.

Procedure for the Continuance In order to effect the Continuance, the following steps must be taken: (a) the shareholders of the Company must approve the Continuance Resolution at the Meeting, authorizing the Company to, among other things, file the continuation application with the Director appointed under the CBCA (the “Director”); (b) the Registrar of Companies under the BCBCA (the “BC Registrar”) must approve the proposed Continuance under the CBCA, upon being satisfied that the Continuance will not adversely affect creditors or shareholders of the Company; (c) the Company must apply to the Director for a Certificate of Continuance under the CBCA; and (d) the Company must file a notice of discontinuance with the BC Registrar, who will then issue a Certificate of Discontinuance. Effect of the Continuance Upon issuance of a Certificate of Continuance for the Company under the CBCA, the Company will cease to be a corporation governed by the BCBCA and will be governed by the CBCA. The Continuance does not create a new legal entity and will not prejudice or affect the continuity of the Company. The Continuance will not result in any change in the business of the Company. Upon the completion of the Continuance, there is no change in: (i) the ownership of corporate property; (ii) liability for obligations; (iii) the existence of a cause of action, claim or liability to prosecution; (iv) enforcement against the Company of any civil, criminal or administrative proceedings pending; and (v) the enforceability of any conviction or judgment against or in favour of the Company.

Furthermore, any Common Shares issued before the Continuance are deemed to have been issued in compliance with the CBCA and articles of continuance. The Continuance does not deprive a holder of Common Shares of any right or privilege, or relieve a holder of Common Shares of any liability in respect of such Common Shares. Certain Corporate Shareholders are advised to review the full text of the CBCA and consult their legal advisors regarding the implications of the Continuance.

“BE IT RESOLVED THAT:

1. the Continuance is hereby approved; and
2. any director or officer of the Company be and is hereby authorized, for and on behalf of the Company, to do all such things and execute all such documents and instruments as may be necessary or desirable to give effect to this resolution.”

The Board recommends that Shareholders vote FOR the Continuance Resolution, and the Company has been advised that the directors and senior officers of the Company intend to vote all Common Shares held by them in favour of the Resolution.

OTHER BUSINESS

Management is not aware of any matters to come before the Meeting other than those set forth in the Notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the Proxy to vote the shares represented thereby in accordance with their best judgment on such matter.

ADDITIONAL INFORMATION

Additional information relating to the Company is on SEDAR at www.sedar.com. Financial information is provided in the Company's financial statements and management's discussion and analysis ("**MD&A**") for the most recently completed financial year.

The Company will provide to any security holder upon request, copies of the Company's financial statements and MD&A for the most recently completed financial year. Please direct your request to the Company #510 – 580 Hornby St. Vancouver, BC, V6C 3B6.

The contents of this Info Circular and the sending thereof to the Shareholders of the Company have been approved by the Board of Directors.

DATED at Vancouver, British Columbia, this 8th day of November 2018.

ON BEHALF OF THE BOARD

"Alen Paul Silverrsteen"
President & CEO

**SCHEDULE “A”
AUDIT COMMITTEE CHARTER**

I. PURPOSE

The primary function of the Audit Committee, a committee of the board of directors (the “**Board of Directors**”) of Imagination Park Entertainment Inc., (the “**Company**”) is to assist the Board of Directors in fulfilling its oversight responsibilities relating to the financial accounting and reporting process and internal controls for the Company by:

- (a) reviewing the financial reports and other financial information before such reports and other financial information is provided to any governmental body or to the public;
- (b) recommending the appointment and reviewing and appraising the audit efforts of the Company’s external auditors and providing an open avenue of communication among the external auditors, financial and senior management and the Board of Directors;
- (c) serving as an independent and objective party to monitor the Company’s financial reporting process and internal controls, the Company’s processes to manage business and financial risk, and its compliance with legal, ethical and regulatory requirements; and
- (d) encouraging continuous improvement of, and fostering adherence to, the Company’s policies, procedures and practices at all levels.

The Audit Committee will primarily fulfill these responsibilities by carrying out the activities enumerated in Part III of this Charter. The Audit Committee’s primary function is to assist the Board of Directors in fulfilling its responsibilities. It is, however, the Company’s management which is responsible for preparing the Company’s financial statements and it is the Company’s external auditors which are responsible for auditing those financial statements.

II. COMPOSITION OF THE AUDIT COMMITTEE

The Audit Committee is to be comprised of such number of directors as determined by the Board of Directors, each of whom must be “independent” and “financially literate”, as such terms are defined in National Instrument 52-110 *Audit Committees* (“NI 52-110”) where NI 52-110 requires such independence.

The members of the Audit Committee shall be appointed by the Board of Directors and serve until the next annual meeting of shareholders of the Company or until their successors are duly appointed. Unless a Chairman is appointed by the full Board of Directors, the members of the Audit Committee may designate a Chairman by majority vote of the full Audit Committee membership.

As part of its role in fostering open communication, the Audit Committee should meet at least annually with management and the external auditors in separate executive sessions to discuss any matters that the Audit Committee or each of these groups believe should be discussed privately.

The Audit Committee may ask members of management or others to attend meetings and provide pertinent information as necessary. For purposes of performing their oversight related duties, members of the Audit Committee are to be provided with full access to all corporate information and are to be permitted to discuss such information and any other matters relating to the financial position of the Company with senior employees, officers and external auditors of the Company.

A quorum for the transaction of business at any meeting of the Audit Committee is the presence in person or by telephone or other communication equipment of a majority of the members of the Audit Committee or such greater number as the Audit Committee may by resolution determine.

Should a vacancy arise among the members of the Audit Committee, the remaining members of the Audit Committee may exercise all of its powers and responsibilities so long as a quorum remains in office.

Meetings of the Audit Committee are to be held from time to time, but not less than four times annually, at such place as the Audit Committee or the Chairman of the Audit Committee may determine upon at least two days' prior notice to each of the members. The notice period may be waived by a quorum of the Audit Committee.

The Chairman of the Audit Committee, any member of the Audit Committee, the Chairman of the Board of Directors, the Company's external auditors, or the Chief Executive Officer, Chief Financial Officer or Secretary of the Company is entitled to request that the Chairman of the Audit Committee call a meeting. A notice of the Audit Committee may be given verbally, in writing or by telephone, fax or other means of communication, and need not specify the purpose of the meeting.

III. RESPONSIBILITIES AND DUTIES

To fulfil its responsibilities and duties, the Audit Committee shall:

- (a) communicate directly with the external auditors;
- (b) meet with the external auditors, with and without management present, to discuss the results of their examinations ;
- (c) annually review and recommend to the Board of Directors the selection of the independent auditors, subject to shareholders' approval, and approve the annual fee for the external audit services;
- (d) establish a procedure which enables employees to report any concerns regarding accounting or auditing matters;
- (e) review with management and with the independent auditors, the financial statements and management discussion and analysis before referring these documents to the Board of Directors;
- (f) ensure the Company's compliance with legal and regulatory requirements relating to financial disclosure;
- (g) review any new appointments to senior positions with financial reporting responsibilities;
- (h) review all financial press releases.

The Committee shall perform any other matters delegated to it by the Board of Directors.

Financial Reporting Processes

- (a) In consultation with the external auditors, review the integrity of the Company's financial reporting processes, both internal and external.
- (b) Consider the external auditors' judgments about the quality and appropriateness, not just the acceptability, of the Company's accounting principles and financial disclosure practices, as applied in its financial reporting, particularly about the degree of aggressiveness or conservatism of its accounting principles and underlying estimates and whether those principles are common practices.
- (c) Consider and approve, if appropriate, major changes to the Company's accounting principles and practices as suggested by management with the concurrence of the external auditors and ensure that management's reasoning is described in determining the appropriateness of changes in accounting principles and disclosure.

Process Improvement

- (a) Establish regular and separate systems of reporting to the Audit Committee by each of management and the external auditors regarding any significant judgments made in management's preparation of the financial statements and the view of each as to appropriateness of such judgments.
- (b) Review the scope and plans of the external auditors' audit and reviews prior to the audit and reviews being conducted. The Audit Committee may authorize the external auditors to perform supplemental reviews or audits as the Audit Committee may deem desirable.
- (c) Following completion of the annual audit and quarterly reviews, review separately with management and the external auditors any significant changes to planned procedures, any difficulties encountered during the course of the audit and reviews, including any restrictions on the scope of work or access to required information and the cooperation that the external auditors received during the course of the audit and reviews.
- (d) Review and resolve any significant disagreements between management and the external auditors in connection with the preparation of the financial statements.
- (e) Where there are significant unsettled issues, the Audit Committee is to assist in arriving at an agreed course of action for the resolution of such matters.
- (f) Review with the external auditors and management significant findings during the year and the extent to which changes or improvements in financial or accounting practices, as approved by the Audit Committee, have been implemented. This review should be conducted at an appropriate time subsequent to implementation of changes or improvements, as decided by the Audit Committee.

Ethical and Legal Compliance

- (a) Establish procedures for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal controls or auditing matters, and the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters.
- (b) Review management's monitoring of the Company's systems in place to ensure that the Company's financial statements, reports and other financial information disseminated to governmental organizations and the public satisfy legal requirements.
- (c) Review, with the Company's counsel, legal and regulatory compliance matters, including corporate securities trading policies, and matters that could have a significant impact on the Company's financial statements.

Risk Management

Review management's program of risk assessment and steps taken to address significant risks or exposures, including insurance coverage, and obtain the external auditors' opinion of management's assessment of significant financial risks facing the Company and how effectively such risks are being managed or controlled.

**SCHEDULE “B”
RSU/DSU PLAN**

RESTRICTED SHARE UNIT AND DEFERRED SHARE UNIT PLAN

IMAGINATION PARK ENTERTAINMENT INC. (the “Corporation”)

(effective as of November 8, 2018)

**PART 1
GENERAL PROVISIONS**

Establishment and Purpose

1.1 The Corporation hereby establishes a Restricted Share Unit and Deferred Share Unit plan known as the “RSU/DSU Plan” or “Restricted Share Unit and Deferred Share Unit Plan”, and in this documents referred to as the “Plan”.

1.2 The purpose of the Plan is to secure for the Corporation and its shareholders the benefits of incentive inherent in share ownership by Eligible Persons who, in the judgment of the Board, will be largely responsible for its future growth and success. The Board also contemplates that through the Plan, the Corporation will be better able to compete for and retain the services of the individuals needed for the continued growth and success of the Corporation.

1.3 Restricted Share Units granted pursuant to this Plan will be used to compensate Employees and Officers for their individual performance based achievements and are intended to provide an alternative incentive to stock option awards in this specific respect. The goal of such grants is to more closely tie awards to individual performance based on established performance criteria.

Definitions

1.4 In this Plan:

- (a) “Applicable Withholding Tax” means any and all taxes and other source deductions or other amounts which the Corporation is required by Applicable Law to withhold from any amounts paid or credited to a Participant under the Plan, which the Corporation determines to withhold in order to fund remittance obligations;
- (b) “Attendance Fee” means the fee for attending committee meetings;
- (c) “Award” means an award of Restricted Share Units and/or Deferred Share Units under this Plan;
- (d) “Award Payout” means the applicable Share issuance or cash payment in respect of a vested Restricted Share Unit pursuant and subject to the terms and conditions of this Plan and the applicable Award;
- (e) “Board” means the board of directors of the Corporation;
- (f) “Business Day” means a day upon which the Canadian Securities Exchange (“CSE”) is open for trading;
- (g) “Change of Control” in respect of any Eligible Person has the meaning ascribed to such term (in a relevant context) in the Eligible Person’s then existing employment agreement with the Corporation or, if no meaning is so ascribed, means the acquisition by any person or by any person and its joint actors (as such term is defined in the Securities Act), whether directly or indirectly, of voting securities (as such term

is defined in the Securities Act) of the Corporation which, when added to all of the voting securities of the Corporation at the time held by such person and its joint actors, totals for the first time not less than 20% of the outstanding voting securities of the Corporation;

- (h) “Code” means the U.S. Internal Revenue Code of 1986, as amended;
- (i) “Committee” means the Compensation Committee of the Board or other committee of the Board, consisting of not less than three directors, to whom the authority of the Board is delegated in accordance with §1.8;
- (j) “Corporation” means Imagination Park Entertainment Inc., and includes any successor Corporation thereto;
- (k) “CSE” means The Canadian Securities Exchange;
- (l) “CSE Manual” means the CSE Manual published by the CSE setting out the requirements relating to listed companies, as amended and updated from time to time;
- (m) “Deferred Share Unit” means a right granted by the Corporation to an Eligible Person to receive, on a deferred payment basis, a Share or the Fair Market Value of a Share, on the terms contained in this Plan;
- (n) “Designated Deferred Share Unit Compensation” means that part of a Non-Employee Director’s compensation that is designated by the Board to be paid in Deferred Share Units;
- (o) “Director” means a member of the Board;
- (p) “Discretionary Compensation” means any amount that is approved by the Board, from time to time, to be paid to an Eligible Person in that person’s capacity as a Non-Employee Director;
- (q) “DSU Participant” means an Eligible Person who may be granted Deferred Share Units from time to time under this Plan;
- (r) “Early Triggers” means any of the events described in §4.3 and §4.4 which result in the accelerated vesting of unvested Restricted Share Units;
- (s) “Elected Amount” has the meaning set forth in §5.1;
- (t) “Eligible Person” means any person who is an Employee, Officer, or a Non-Employee Director;
- (u) “Employee” means an employee of the Corporation or of a Related Entity;
- (v) “Expiry Date” means December 31 of the third calendar year after the Grant Date, or such earlier date as may be established by the Board in respect of an Award at the time of grant of the Award;
- (w) “Fair Market Value” means, as at a particular date, for the purpose of calculating the applicable Vesting Date Value and Award Payout, the volume weighted average price per Share traded on the CSE over the last five trading days preceding that date;
- (x) “Financial Quarter” means each three month period ending on November 30, February 28, May 31, or August 31, respectively, unless otherwise designated by the Board;
- (y) “Grant Date” means the date of grant of any Restricted Share Unit or Deferred Share Unit;
- (z) “IFRS” means the International Financial Reporting Standards as adopted by the Accounting Standards Board of Canada;

- (aa) “Insider” has the meaning ascribed to that term in Policy 1 ‘Interpretation’ of the CSE Manual;
- (bb) “ITA” means the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), including the regulations promulgated thereunder, as amended from time to time;
- (cc) “Key Employee” means a person who is a “key employee” as defined for purposes of sec. 416(i) of the Internal Revenue Code (United States);
- (dd) “Non-Employee Director” shall mean an individual who is a member of the Board but who is not otherwise an Employee or an Officer of the Corporation or of any Related Entity at the date the Award is granted;
- (ee) “Officer” means an individual who is an officer of the Corporation or of a Related Entity as an appointee of the Board or the board of directors of the Related Entity, as the case may be;
- (ff) “Outstanding Issue” means the number of Shares outstanding on a non-diluted basis;
- (gg) “Participant” means a RSU Participant or a DSU Participant, as applicable;
- (hh) “Plan” means this RSU/DSU Plan or Restricted Share Unit and Deferred Share Unit Plan, as amended from time to time;
- (ii) “Restricted Share Unit” means a right granted under this Plan to receive the Award Payout on the terms contained in this Plan as more particularly described in §4.1;
- (jj) “Redemption Date” has the meaning contained in §6.1;
- (kk) “Redemption Notice” has the meaning contained in §6.1;
- (ll) “Related Entity” means a person that is controlled by the Corporation. For the purposes of this Plan, a person (first person) is considered to control another person (second person) if the first person, directly or indirectly, has the power to direct the management and policies of the second person by virtue of
 - (i) ownership of or direction over voting securities in the second person,
 - (ii) a written agreement or indenture,
 - (iii) being the general partner or controlling the general partner of the second person, or
 - (iv) being a trustee of the second person;
- (mm) “Remuneration Period” means a fiscal year, or where the context requires, any portion of such period;
- (nn) “Required Approvals” has the meaning contained in §1.6;
- (oo) “Retirement” means, with respect to a Recipient, the early or normal retirement of the Recipient within the meaning of the pension plan of the Corporation for salaried employees, whether or not such Recipient is a member of that pension plan, or, if the Corporation does not have such a plan, the date on which the Recipient reaches age 65;
- (pp) “RSU Participant” means an Eligible Person who may be granted Restricted Share Units from time to time under this Plan;
- (qq) “Securities Act” means the *Securities Act*, R.S.B.C. 1996, c. 418, as amended from time to time;

- (rr) “Security Based Compensation Arrangement” has the meaning ascribed to it in section 613(b) of Part VI of CSE Company Manual
- (ss) “Separation Date” the date that the Eligible Person ceases service as a Non-Employee Director of, and is not an employee or officer of, the Corporation or its subsidiaries;
- (tt) “Share” means a Common share in the capital of the Corporation as from time to time constituted;
- (uu) “Termination” means, with respect to a RSU Participant, that the RSU Participant has ceased to be an Eligible Person, other than as a result of Retirement, and has ceased to fulfil any other role as employee or officer of the Corporation or any Related Entity, including as a result of termination of employment, resignation from employment, removal as an officer, death or Total Disability;
- (vv) “Terminated Service” means, with respect to an DSU Participant, that the DSU Participant has ceased to be an Eligible Person, other than as a result of death;
- (ww) “Total Cash Compensation” for a particular DSU Participant means the aggregate of the annual retainer (including any additional amounts payable for serving as lead Director or committee Chair or member of the audit committee of the Board), the Attendance Fee and any Discretionary Compensation, that may become payable to that DSU Participant (not including any component that, at the relevant time, has been designated as Designated Deferred Share Unit Compensation);
- (xx) “Total Disability” means, with respect to a RSU Participant, that, solely because of disease or injury, within the meaning of the long-term disability plan of the Corporation, the RSU Participant, is deemed by a qualified physician selected by the Corporation to be unable to work at any occupation which the RSU Participant, is reasonably qualified to perform;
- (yy) “Trigger Date” means, with respect to a Restricted Share Unit, the date set by the Board which is no later than December 1 of the third calendar year following the Grant Date of the Restricted Share Unit, and if no date is set by the Board, then December 1 of the third calendar year following the Grant Date of the Restricted Share Unit;
- (zz) “U.S. Director” means a Director who is a United States citizen or a United States resident as defined under U.S. tax law; and
- (aaa) “Vesting Date Value” means the notional value, as at a particular date, of the Fair Market Value of one Share.

Interpretation

1.5 For all purposes of this Plan, except as otherwise expressly provided or unless the context otherwise requires:

- (a) any reference to a statute shall include and shall, unless otherwise set out herein, be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which has the effect of supplementing or superseding such statute or such regulations;
- (b) the singular includes the plural and vice-versa, and a reference to any of the feminine, masculine or neuter includes the other two;
- (c) any reference to “consent” or “discretion” of any person shall be construed as meaning that such person may withhold such consent arbitrarily or grant it, if at all, on such terms as the person sees fit, and may exercise all discretion fully and in unfettered manner; and

(d) any reference to “including” or “inclusive” shall be construed as not restricting the generality of any foregoing or other provision.

Effective Date

1.6 This Plan will be effective on December 20th, 2018. The Board may, in its discretion, at any time, and from time to time, issue Restricted Share Units or Deferred Share Units to Eligible Persons as it determines appropriate under this Plan. However, any such issued Restricted Share Units or Deferred Share Units may not be paid out in Shares in any event until receipt of the necessary approvals from shareholders of the Corporation or the CSE and any other applicable regulatory bodies (the “**Required Approvals**”).

Administration

1.7 The Board is authorized to interpret this Plan from time to time and to adopt, amend and rescind rules and regulations for carrying out the Plan. The interpretation and construction of any provision of this Plan by the Board shall be final and conclusive. Administration of this Plan shall be the responsibility of the appropriate officers of the Corporation and all costs in respect thereof shall be paid by the Corporation.

Delegation to Committee

1.8 All of the powers exercisable hereunder by the Board may, to the extent permitted by law and as determined by a resolution of the Board, be delegated to a Committee including, without limiting the generality of the foregoing, those referred to under §1.7 and all actions taken and decisions made by the Committee or by such officers in this regard will be final, conclusive and binding on all parties concerned, including, but not limited to, the Corporation, the Eligible Person, and their legal representatives.

Incorporation of Terms of Plan

1.9 Subject to specific variations approved by the Board all terms and conditions set out herein will be incorporated into and form part of each Restricted Share Unit and each Deferred Share Unit granted under this Plan.

Maximum Number of Shares

1.10 The aggregate number of Shares that may be reserved for issuance, at any time, under this Plan and under any other Security Based Compensation Agreements adopted by the Corporation, including the Corporation’s Stock Option Plan, shall not exceed **10%** of the total Outstanding Issue as at the date of issuance.

1.11 Any Shares subject to a Restricted Share Unit or Deferred Share Unit which has been granted under the Plan and which is cancelled or terminated in accordance with the terms of the Plan without being paid out in Shares as provided for in this Plan shall again be available under the Plan. In addition, any Restricted Share Unit or Deferred Share Unit which has been granted under the Plan and which is paid out in cash as provided for in this Plan shall again be available under the Plan.

PART 2 AWARDS UNDER THIS PLAN

Eligibility

2.1 Awards will be granted only to Eligible Persons. If any Eligible Person is (pursuant to the terms of his or her employment, engagement or otherwise) subject to a requirement that he or she not benefit personally from an Award, the Committee may (in its discretion, taking into account relevant corporate, securities and tax laws) grant any Award to which such Person would otherwise be entitled to the Person’s employer or to any other entity

designated by them that directly or indirectly imposes such requirement on the Person. The Committee shall have the power to determine other eligibility requirements with respect to Awards or types of Awards.

Limitation on Issuance of Shares to Insiders

2.2 Notwithstanding anything in this Plan, the Corporation shall not issue Shares under this Plan to any Eligible Person who is an Insider of the Corporation where such issuance would result in:

- (a) the total number of Shares issuable at any time under this Plan to Insiders, or when combined with all other Shares issuable to Insiders under any other Security Based Compensation Arrangement then in place, exceeding 10% of the total number of issued and outstanding equity securities of the Corporation on a non-diluted basis; and
- (b) the total number of Shares that may be issued to Insiders during any one year period under this Plan, or when combined with all other Shares issued to Insiders under any other Security Based Compensation Arrangement then in place, exceeding 10% of the total number of issued and outstanding equity securities of the Corporation on a non-diluted basis.

Where the Corporation is precluded by this §2.2 from issuing Shares to an Insider of the Corporation, the Corporation will pay to the relevant Insider who is (i) a RSU Participant a cash amount equal to the Vesting Date Value as at the Trigger Date of the Restricted Share Unit or (ii) a DSU Participant, cash equal to the Fair Market Value of the Shares on the Redemption Date multiplied by the number of Deferred Share Units to be redeemed on such date, in each such case, at the dates set forth in this Plan.

Consultants and Advisors

2.3 The Board may engage such consultants and advisors as it considers appropriate, including compensation or human resources consultants or advisors, to provide advice and assistance in determining the amounts to be paid under this Plan and other amounts and values to be determined hereunder or in respect of this Plan including, without limitation, those related to a particular Fair Market Value.

PART 3 RESTRICTED SHARE UNITS

RSU Participants

3.1 Restricted Share Units that may be granted hereunder to a particular Eligible Person in a calendar year will (subject to any applicable terms and conditions and the Board's discretion) represent a right to a bonus or similar payment to be received for services rendered by such Eligible Person to the Corporation or a Related Entity, as the case may be, in the Corporation's or the Related Entity's fiscal year ending in, or coincident with, such calendar year.

Grant

3.2 The Board may, in its discretion, at any time, and from time to time, grant Restricted Share Units to Eligible Persons as it determines is appropriate, subject to the limitations set out in this Plan. In making such grants the Board may, in its sole discretion but subject to §3.5(d), in addition to Performance Conditions set out below, impose such conditions on the vesting of the Awards as it sees fit, including imposing a vesting period on grants of Restricted Share Units.

Performance Conditions

3.3 At the time a grant of a Restricted Share Unit is made, the Board may, in its sole discretion, establish such performance conditions for the vesting of Restricted Share Units as may be specified by the Committee in the Award (the “**Performance Conditions**”).

3.4 The Board may use such business criteria and other measures of performance as it may deem appropriate in establishing any Performance Conditions, and may exercise its discretion to reduce the amounts payable under any Award subject to Performance Conditions. The Board may determine that an Award shall vest in whole or in part upon achievement of any one performance condition or that two or more Performance Conditions must be achieved prior to the vesting of an Award. Performance Conditions may differ for Awards granted to any one RSU Participant or to different RSU Participants.

Vesting

3.5 Except as provided in this Plan, Restricted Share Units issued under this Plan will vest on the later of:

- (a) the Trigger Date; and
- (b) the date upon which the relevant Performance Condition set out in the Award has been satisfied,

provided that

- (c) Restricted Share Units shall only vest on the Trigger Date to the extent that the Performance Conditions set out in an Award have been satisfied on or before the Trigger Date; and
- (d) no Restricted Share Unit will remain outstanding for any period which exceeds the Expiry Date of such Restricted Share Unit.

Forfeiture and Cancellation Upon Expiry Date

3.6 Restricted Share Units which do not vest on or before the Expiry Date of such Restricted Share Unit will be automatically deemed cancelled, without further act or formality and without compensation.

Account

3.7 Restricted Share Units issued pursuant to this Plan (including fractional Restricted Share Units, computed to three digits) will be credited to a notional account maintained for each RSU Participant by the Corporation for the purposes of facilitating the determination of amounts that may become payable hereunder. A written confirmation of the balance in each RSU Participant’s account will be sent by the Corporation to the RSU Participant upon request of the RSU Participant.

Dividend Equivalents

3.8 On any date on which a cash dividend is paid on Shares, a RSU Participant’s account will be credited with the number and type of Restricted Share Units (including fractional Restricted Share Units, computed to three digits) calculated by

- (a) multiplying the amount of the dividend per Share by the aggregate number of Restricted Share Units that were credited to the RSU Participant’s account as of the record date for payment of the dividend, and

- (b) dividing the amount obtained in §(a) by the Fair Market Value on the date on which the dividend is paid.

Adjustments and Reorganizations

3.9 In the event of any dividend paid in shares, share subdivision, combination or exchange of shares, merger, consolidation, spin-off or other distribution of Corporation assets to shareholders, or any other change in the capital of the Corporation affecting Shares, the Board, in its sole and absolute discretion, will make, with respect to the number of Restricted Share Units outstanding under this Plan, any proportionate adjustments as it considers appropriate to reflect that change.

Notice and Acknowledgement

3.10 No certificates will be issued with respect to the Restricted Share Units issued under this Plan. Each RSU Participant will, prior to being granted any Restricted Share Units, deliver to the Corporation a signed acknowledgement substantially in the form of Schedule "A" to this Plan.

PART 4 PAYMENTS UNDER THE RESTRICTED SHARE UNITS

Payment of Restricted Share Units

4.1 Subject to the terms of this Plan and, without limitation, §4.6 of this Plan, the Corporation will pay out vested Restricted Share Units issued under this Plan and credited to the account of a RSU Participant by paying or issuing (net of any Applicable Withholding Tax) to such RSU Participant, on the 10th business day following the Trigger Date but no later than the Expiry Date of such Vested Restricted Share Unit, an Award Payout of either at the Corporation's discretion:

- (a) subject to receipt of the Required Approvals, one Share for such whole Vested Restricted Share Unit. Fractional Shares shall not be issued and where a RSU Participant would be entitled to receive a fractional Share in respect of any fractional Vested Restricted Share Unit, the Corporation shall pay to such RSU Participant, in lieu of such fractional Share, cash equal to the Vesting Date Value as at the Trigger Date of such fractional Share. Each Share issued by the Corporation pursuant to this Plan shall be issued as fully paid and non-assessable, or
- (b) a cash amount equal to the Vesting Date Value as at the Trigger Date of such Vested Restricted Share Unit.

Cancellation on Termination

4.2 Subject to §4.3 and §4.4 of this Plan, unless the Board at any time otherwise determines, all unvested Restricted Share Units held by any RSU Participant and all rights in respect thereof will be automatically cancelled, without further act or formality and without compensation, immediately in the event of Termination.

Retirement, Total Disability or Death

4.3 Notwithstanding anything else in this Plan, if a RSU Participant ceases to be an Eligible Person for any of the following reasons, all unvested Restricted Share Units held by such RSU Participant will not be canceled but will immediately be automatically vested, without further act or formality:

- (a) Retirement of the RSU Participant; or

- (b) death or Total Disability of a RSU Participant.

Termination on Change of Control

4.4 Notwithstanding anything else in this Plan, all unvested Restricted Share Units held by any RSU Participant will automatically vest, without further act or formality, immediately in the event of a Termination of employment by the Corporation without cause or Termination arising from the resignation or cessation of employment or service by the RSU Participant based on a material reduction or change in position, duties or remuneration of the RSU Participant at any time within 12 months after the occurrence of a Change of Control.

Early Trigger

4.5 Upon the occurrence of an Early Trigger under this Plan, the Corporation will pay out on such vested Restricted Share Units issued under this Plan and credited to the account of such RSU Participant by paying (net of any Applicable Withholding Tax) to such RSU Participant on but no later than 10 days after the occurrence of the Early Trigger, an Award Payout in an amount equal to the Vesting Date Value as at the date of the occurrence of the Early Trigger of such Restricted Share Unit. Payments in respect of Restricted Share Units credited to the accounts of persons who are deceased will be made to or for the benefit of the legal representative of such person in accordance with §4.1.

Tax Matters and Applicable Withholding Tax

4.6 The Corporation does not assume any responsibility for or in respect of the tax consequences of the grant to RSU Participants of Restricted Share Units, or payments received by RSU Participants pursuant to this Plan. The Corporation or relevant Related Entity, as applicable, is authorized to deduct any Applicable Withholding Tax, in such manner (including, without limitation, by selling Shares otherwise issuable to RSU Participants, on such terms as the Corporation determines) as it determines so as to ensure that it will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, or the remittance of tax or other obligations. The Corporation or relevant Related Entity, as applicable, may require RSU Participants, as a condition of receiving amounts to be paid to them under this Plan, to deliver undertakings to, or indemnities in favour of, the Corporation or Related Entity, as applicable, respecting the payment by such RSU Participant s of applicable income or other taxes.

PART 5 DEFERRED SHARE UNITS

Determination of Deferred Share Units

5.1 The Board may, before a relevant date in respect of which compensation is otherwise payable, grant Designated Deferred Share Unit Compensation to Eligible Persons. In addition, a DSU Participant may elect, in the manner set out in §5.2, 5.3 and 5.4 as applicable, to receive all or a portion of the DSU Participant's Total Cash Compensation (the "**Elected Amount**") in the form of Deferred Share Units. Deferred Share Units issued pursuant to this Plan will be credited to a notional account maintained for each DSU Participant by the Corporation for the purposes of facilitating the determination of amounts that may become payable hereunder. The number of Deferred Share Units (including fractional Deferred Share Units, computed to three digits) to be credited to an DSU Participant will be determined in accordance with §5.5.

Elected Amount Proportional Election

5.2 At the option of the Board in its sole discretion, the Board may provide each DSU Participant with the ability to elect, with respect to a Financial Quarter, to be paid a percentage (from zero to 100% in 25%

increments) of the DSU Participant's Total Cash Compensation, in Deferred Share Units, with the balance, if any, being paid in cash, or a combination thereof.

Elected Amount Timing of Election

5.3 To be effective, an election (set out in the form attached hereto as "Schedule B") with respect to Total Cash Compensation for services must be given to the Corporation not less than five Business Days before the beginning of the calendar year in which the services are performed to which the election relates, and in all events before the relevant Total Cash Compensation is otherwise payable.

Elected Amount No Election

5.4 If the Board has not provided a DSU Participant with the option to elect under Section 5.2 or if no election is made in respect of a particular Remuneration Period, the new or existing DSU Participant will receive the Total Cash Compensation in cash and no Deferred Share Units will be credited in respect of the particular Remuneration Period.

Issue of Deferred Share Units

5.5 The number of Deferred Share Units (including fractional Deferred Share Units, computed to three digits) to be credited to the account of a DSU Participant

- (a) for services in a Financial Quarter and in respect of an election as referenced in Section 5.2, may be determined by dividing the Elected Amount (in respect of the DSU Participant's Total Cash Compensation to be earned in such Financial Quarter) by the Fair Market Value as at the first Business Day of the Financial Quarter or such other date as is determined by the Board in its discretion, or
- (b) pursuant to a grant of Designated Deferred Share Unit Compensation may be determined by dividing the Designated Deferred Share Unit Compensation by the Fair Market Value as of the date of such grant, by the Fair Market Value, as of the date of such grant at the discretion of the Board.

Dividend Equivalents

5.6 On any date on which a cash dividend is paid on Shares, an DSU Participant's account will be credited with the number of Deferred Share Units (including fractional Deferred Share Units, computed to three digits) calculated by

- (a) multiplying the amount of the dividend per Share by the aggregate number of Deferred Share Units that were credited to the DSU Participant's account as of the record date for payment of the dividend, and
- (b) dividing the amount obtained in §3.8(a) by the Fair Market Value on the date on which the dividend is paid.

Eligible Person's Account

5.7 A written confirmation of the balance in each DSU Participant's notional account will be sent by the Corporation to the DSU Participant upon request of the Eligible Person.

Adjustments and Reorganizations

5.8 In the event of any dividend paid in shares, share subdivision, combination or exchange of shares, merger, consolidation, spin-off or other distribution of Corporation assets to shareholders, or any other change in the capital of the Corporation affecting Shares, the Board, in its sole and absolute discretion, will make, with respect to the number of Deferred Share Units outstanding under this Plan, any proportionate adjustments as it considers appropriate to reflect that change.

PART 6 REDEMPTION OF DSUS ON TERMINATION OF SERVICE OF DSU PARTICIPANTS

Redemption of Deferred Share Units – Non-U.S. Directors

6.1 On or after the Separation Date but no later than December 15 of the first calendar year commencing after the year in which the Separation Date occurred (the “**Redemption Date**”), the Corporation shall redeem the Deferred Share Units of a DSU Participant by providing a notice to the DSU Participant (in the form attached hereto as Schedule “C”) (“**Redemption Notice**”) either (i) pay to an DSU Participant who is not a U.S. Director and who has Terminated Service cash equal to the Fair Market Value of the Shares on the Redemption Date multiplied by the number of Deferred Share Units to be redeemed on such date, net of any Applicable Withholding Tax, or (ii) in respect of any Deferred Share Units granted and subject to the receipt of the Required Approvals, issue to the DSU Participant who is not a U.S. Director and who has Terminated Service, one Share for each Deferred Share Unit to be redeemed on such date, net of any Applicable Withholding Tax.

6.2 Notwithstanding §6.1, the Corporation may defer the Redemption Date to any other date if such deferral is, in the sole opinion of the Corporation, desirable to ensure compliance with §7.4, provided that in no event shall the Redemption Date be deferred to a date that is later than the end of the calendar year after the calendar year in which the Separation Date falls.

Redemption of Deferred Share Units – U.S. Directors

6.3 The Corporation shall pay an DSU Participant who is a U.S. Director and who has Terminated Service, at the Corporation’s option either (i) in cash equal to the Fair Market Value of the Shares on the Separation Date multiplied by the number of Deferred Share Units recorded to the DSU Participant or (ii) in respect of Deferred Share Units granted and subject to the receipt of the Required Approvals, in Shares equal to the number Deferred Share Units recorded to the DSU Participant, net of any Applicable Withholding Tax. The Corporation will make such payment,

(a) to any such DSU Participant who is a Key Employee, as soon as is reasonably possible following the date that is at least six months after the date such Key Employee has Terminated Service, but in any event within eight months of such Key Employee having Terminated Service, and

(b) to any DSU Participant who is not a Key Employee, as soon as is reasonably possible following the date the Eligible Person has Terminated Service, but in any event within two months of the date on which the DSU Participant has Terminated Service.

Death

6.4 In the event of the death of an DSU Participant, the Corporation will at the Corporations option, within two months of the DSU Participant’s death, pay cash or issue Shares or a issue and pay a combination thereof, equal to the Fair Market Value of the Shares multiplied by the number of Deferred Share Units recorded to the DSU Participant which would be deliverable to the DSU Participant if the DSU Participant had Terminated Service in respect of the Deferred Share Units credited to the deceased DSU Participant’s account (net of any

Applicable Withholding Tax) to or for the benefit of the legal representative of the DSU Participant. The Fair Market Value will be calculated on the date of death of the DSU Participant.

Applicable Withholding Tax

6.5 The Corporation does not assume any responsibility for or in respect of the tax consequences of the grant to DSU Participants of Deferred Share Units, or payments received by DSU Participants pursuant to this Plan. The Corporation or relevant Related Entity, as applicable, is authorized to deduct any Applicable Withholding Tax, in such manner (including, without limitation, by selling Shares otherwise issuable to DSU Participants, on such terms as the Corporation determines) as it determines so as to ensure that it will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, or the remittance of tax or other obligations. The Corporation or relevant Related Entity, as applicable, may require DSU Participants, as a condition of receiving amounts to be paid to them under this Plan, to deliver undertakings to, or indemnities in favour of, the Corporation or Related Entity, as applicable, respecting the payment by such DSU Participants of applicable income or other taxes.

PART 7 MISCELLANEOUS

Compliance with Applicable Laws

7.1 The issuance by the Corporation of any Restricted Share Units or Deferred Share Units and its obligation to make any payments hereunder is subject to compliance with all applicable laws. As a condition of participating in this Plan, each Participant agrees to comply with all such applicable laws and agrees to furnish to the Corporation all information and undertakings as may be required to permit compliance with such applicable laws. The Corporation will have no obligation under this Plan, or otherwise, to grant any Restricted Share Unit and/or Deferred Share Unit or make any payment under this Plan in violation of any applicable laws.

The Corporation intends that the Awards and payments provided for in this Plan either be exempt from Section 409A of the Code, or be provided in a manner that complies with Section 409A of the Code, and any ambiguity herein shall be interpreted so as to be consistent with the intent of this Section 7.1. In no event whatsoever shall the Corporation be liable for any additional tax, interest or penalty that may be imposed on the any person by Section 409A of the Code or damages for failing to comply with Section 409A. Notwithstanding anything contained herein to the contrary, all payments under this Plan to paid or provided at the time of a termination of employment or service will be paid at a termination of employment or service that constitutes a “separation from service” from the Corporation within the meaning of Section 409A of the Code and the regulations and guidance promulgated thereunder (determined after applying the presumptions set forth in Treas. Reg. Section 1.409A-1(h)(1)). Further, if at the time of a Participant’s termination of employment with the Corporation, the Participant is a “specified employee” as defined in Section 409A of the Code as determined by the Corporation in accordance with Section 409A of the Code, and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Corporation will defer the payment hereunder until the date that is at least six (6) months following the Participant’s termination of employment with the Corporation (or the earliest date permitted under Section 409A of the Code).

Non-Transferability

7.2 Restricted Share Units, Deferred Share Units and all other rights, benefits or interests in this Plan are non-transferable and may not be pledged or assigned or encumbered in any way and are not subject to attachment or garnishment, except that if a Participant dies the legal representatives of the Participant will be entitled to receive the amount of any payment otherwise payable to the Participant hereunder in accordance with the provisions hereof.

No Right to Service

7.3 Neither participation in this Plan nor any action under this Plan will be construed to give any Eligible Person or Participant a right to be retained in the service or to continue in the employment of the Corporation or any Related Entity, or affect in any way the right of the Corporation or any Related Entity to terminate his or her employment at any time.

Applicable Trading Policies

7.4 The Board and each Participant will ensure that all actions taken and decisions made by the Board or the Participant, as the case may be, pursuant to this Plan comply with any applicable securities laws and policies of the Corporation relating to insider trading or “blackout” periods.

Successors and Assigns

7.5 This Plan will enure to the benefit of and be binding upon the respective legal representatives of the Eligible Person or Participants.

Plan Amendment

7.6

(a) The Board may at any time, and from time to time, and without shareholder approval, amend any provision of the Plan, subject to any regulatory or stock exchange requirement at the time of such amendment, including, without limitation:

- (i) amendments to the termination provisions of Section 7.8;
- (ii) amendments necessary or advisable because of any change in application securities or tax laws;
- (iii) amendments to Section 1.7 relating to the administration of the Plan;
- (iv) any other amendment, fundamental or otherwise, not requiring shareholder approval under applicable laws or the rules of the CSE, including amendments of a “housekeeping” nature.

(b) Notwithstanding Section 7.6(a), none of the following amendments shall be made to this Plan without approval by shareholders or disinterested shareholders (as applicable) by ordinary resolution:

- (i) amendments to this Plan which would increase the number of securities issuable under this Plan, otherwise than in accordance with the terms of this Plan which permit the Board to make equitable adjustments in the event of transactions affecting the Corporation or its capital;
- (ii) amendments to this Plan which would increase the number of securities issuable to Insiders, otherwise than in accordance with the terms of this Plan;
- (iii) amendments permitting awards other than Restricted Share Units or Deferred Share Units to be made under this Plan;
- (iv) an amendment that would permit Restricted Share Units or Deferred Share Units to be granted to persons other than Eligible Person on a discretionary basis; and

(v) amendments deleting or reducing the range of amendments which require shareholders' approval under this Section 7.6(b).

(c) No amendment will, without the consent of any Eligible Person or unless required by law (or for compliance with applicable corporate, securities or tax law requirements or related industry practice), adversely affect the rights of a Eligible Person or Participant with respect to Restricted Share Units or Deferred Share Units to which the Eligible Person or Participant is then entitled under this Plan.

Plan Termination

7.7 The Board may terminate this Plan at any time, but no termination will, without the consent of the Participant or unless required by law, adversely affect the rights of a Participant respect to Restricted Share Units or Deferred Share Units to which the Participant is then entitled under this Plan. In no event will a termination of this Plan accelerate the vesting of Restricted Share Units or Deferred Share Units or the time at which a Participant would otherwise be entitled to receive any payment in respect of Restricted Share Units or Deferred Share Units hereunder.

Governing Law

7.8 This Plan and all matters to which reference is made in this Plan will be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

Reorganization of the Corporation

7.9 The existence of this Plan or Restricted Share Units or Deferred Share Units will not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or to create or issue any bonds, debentures, Shares or other securities of the Corporation or to amend or modify the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Corporation, or any amalgamation, combination, merger or consolidation involving the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

No Shareholder Rights

7.10 Restricted Share Units and Deferred Share Units are not considered to be Shares or securities of the Corporation, and a Participant who is granted Restricted Share Units or Deferred Share Units will not, as such, be entitled to receive notice of or to attend any shareholders' meeting of the Corporation, nor entitled to exercise voting rights or any other rights attaching to the ownership of Shares or other securities of the Corporation, and will not be considered the owner of Shares by virtue of such issuance of Restricted Share Units or Deferred Share Units.

No Other Benefit

7.11 No amount will be paid to, or in respect of, an Eligible Person under this Plan to compensate for a downward fluctuation in the Fair Market Value or price of a Share, nor will any other form of benefit be conferred upon, or in respect of, an Eligible Person for such purpose.

Unfunded Plan

7.12 For greater certainty, the crediting of any Award to the notional accounts set out in this Plan for any Participant does not confer any entitlement, benefits, or any rights of a similar nature or otherwise, aside from

the rights expressly set out in this Plan, and this Plan will be an unfunded plan, including for tax purposes and for purposes of the *Employee Retirement Income Security Act* (United States). Any Participant to which Restricted Share Units or Deferred Share Units (as the case may be) are credited to his or her account or holding Restricted Share Units or Deferred Share Units (as the case may be) or related accruals under this Plan will have the status of a general unsecured creditor of the Corporation with respect to any relevant rights that may arise thereunder.

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