



NOTICE OF MEETING
AND
MANAGEMENT INFORMATION CIRCULAR
FOR
ANNUAL AND SPECIAL GENERAL MEETING OF SHAREHOLDERS
TO BE HELD ON NOVEMBER 21, 2017

OCTOBER 16, 2017

Neither the TSX Venture Exchange Inc. nor any securities regulatory authority has in any way passed upon the merits of the transaction described in this information circular.



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October 16, 2017

Dear Shareholders:

You are cordially invited to attend the annual and special general meeting (the "Meeting") of the holders of common shares of Urban Select Capital Corporation (the "Company" or "Urban Select"). The Meeting will be held at 29th floor, 595 Burrard Street, Vancouver, British Columbia, commencing at 1:30 p.m. (Vancouver time) on Tuesday, November 21, 2017.

In addition to the usual annual meeting resolutions, the purpose of the Meeting is to seek your authorization and approval for a statutory procedure known as a plan of arrangement (the "Arrangement"). Pursuant to the Arrangement, (i) the Company will form two new subsidiary companies (each a "Subsidiary"); (ii) the Company will fund each Subsidiary with \$75,000; and (iii) the Company will receive 1,500,000 common shares in the capital of each Subsidiary ("Subsidiary Shares"). As a consequence, each of the Subsidiaries will become reporting issuers in British Columbia and Alberta.

The Company is in the business of making investments in various businesses ("Targets"). As a result of the Arrangement, the Company will be poised to assist an eligible Target to go public by undertaking a transaction with a Subsidiary. It is the intention that the Company will at that time distribute the Subsidiary Shares to the Company's Shareholders as a return of capital, in each instance in connection with a Target seeking a public listing of its shares on a stock exchange in Canada. Until then, each Subsidiary will hold only the cash working capital as transferred to it by the Company. The Company will continue to retain its remaining assets and working capital.

There will be no public market for the Subsidiary Shares after the Arrangement, and there is no assurance that eligible Targets will be identified. However, having two Subsidiaries will afford the Company greater latitude in structuring its future investments and facilitating Targets gaining a listing on stock exchange in Canada. This is explained in more detail in the information circular for the Meeting which accompanies this letter.

The Board of Directors of the Company unanimously believes that the Arrangement is in the best interests of the Company and its shareholders, and unanimously recommends that you vote in favour of the resolutions relating to this transaction. Without the prescribed approval of the holders of common shares of the Company, which is approval by two-thirds of the votes cast at the Meeting, the proposed Arrangement cannot take place. It should be noted that the Arrangement also requires the approval of the Supreme Court of British Columbia.

Details of the Arrangement and its effects are contained in the information circular accompanying this letter, and reference should be made to that document for complete information.

It is important that your shares be represented at the Meeting. Whether or not you are able to attend in person, your representation will be assured if you complete, sign and date the enclosed proxy form and return it in the envelope provided.

Yours sincerely,

"Min Kuang"

Min Kuang,
President and Chief Executive Officer
Urban Select Capital Corporation



URBAN SELECT CAPITAL CORPORATION

NOTICE OF ANNUAL AND SPECIAL GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual and special general meeting (the "Meeting") of shareholders of Urban Select Capital Corporation (the "Company") will be held at 29th floor, 595 Burrard Street, Vancouver, British Columbia, on Tuesday, November 21, 2017, at 1:30 p.m. (Vancouver time) for the following purposes:

1. To receive the financial statements of the Company for the fiscal years ended June 30, 2016 and 2017, and the report of the auditors thereon.
2. To elect directors.
3. To appoint auditors and to authorize the directors to fix the remuneration of the auditors.
4. To approve the Company's incentive stock option plan, as more particularly described in the accompanying information circular (the "Circular").
5. Pursuant to an order (the "Interim Order") dated October 16, 2017 of the Supreme Court of British Columbia, to consider and, if thought fit, pass a resolution (the "Arrangement Resolution") to approve an arrangement (the "Arrangement") under section 288 of the *Business Corporations Act* (British Columbia) involving the Company and two new Subsidiaries, the full text of which resolution is set out in Schedule A to, and all as more particularly described in, the Circular.
6. To consider other matters, including without limitation such amendments or variations to any of the foregoing resolutions, as may properly come before the Meeting or any adjournment thereof.

The texts of the Arrangement Resolution and the agreement in respect of the Arrangement are set forth in Schedule A and Schedule B, respectively, to the Circular.

Pursuant to the Interim Order, holders of common shares of the Company have been granted the right to dissent against the Arrangement Resolution and to be paid the fair value of their common shares of the Company in respect of the Arrangement Resolution in accordance with the terms of the Interim Order and section 238 of the *Business Corporations Act* (British Columbia). This right is described in the Circular under the heading "*Rights of Dissent*".

Only holders of record of common shares of the Company at the close of business on October 10, 2017, will be entitled to vote in respect of the matters to be voted on at the Meeting or any adjournment thereof.

Your vote is important regardless of the number of common shares of the Company you own. Shareholders who are unable to attend the Meeting in person are asked to sign, date and return the enclosed form of proxy relating to the common shares of the Company held by them in the envelope provided for that purpose.

To be effective, the proxy must be duly completed and signed and then deposited with either the Company's registrar and transfer agent, Computershare Investor Services Inc., 3rd Floor, 510 Burrard Street, Vancouver, British Columbia, V6C 3B9 before 1:30 p.m. (Vancouver time) on November 17, 2017, or if the Meeting is adjourned or postponed, before 1:30 p.m. (Vancouver time) on the day that is at least two business days preceeding the date of the reconvening of any adjourned or postponed meeting.

DATED at Vancouver, British Columbia, this 16th day of October, 2017.

Urban Select Capital Corporation

By Order of the Board

"Min Kuang"

Min Kuang,
President and Chief Executive Officer

SUMMARY OF INFORMATION CIRCULAR

This summary is qualified in its entirety by the more detailed information appearing elsewhere in this Circular, and the Arrangement Agreement and Plan of Arrangement attached as Schedule B to this Circular. Capitalized terms used in this summary and elsewhere in this Circular and not otherwise defined are defined in the “Glossary of Terms” which follows this summary.

References in this Circular to a fiscal or financial year are to the year ended June 30. References in this Circular are to Canadian dollars unless otherwise indicated.

The Meeting

The Meeting will be held at 29th floor, 595 Burrard Street, Vancouver, British Columbia, on November 21, 2017, commencing at the hour of 1:30 p.m. (Vancouver time).

At the Meeting, Shareholders will be asked to elect directors (see “Annual Meeting Business - Election of Directors”), appoint the auditor (see “Annual Meeting Business - Appointment of Auditor”) and approve the Company’s Stock Option Plan (see “Annual Meeting Business – Approval of Incentive Stock Option Plan”). Shareholders will also be asked to consider, and if deemed advisable, approve the Arrangement Resolution authorizing the Arrangement, and to consider such other matters as may properly come before the Meeting.

The Arrangement

The purpose of the Arrangement is to restructure the Company by creating two Subsidiaries which will become reporting issuers in the Provinces of British Columbia and Alberta upon completion of the Arrangement. The Company believes this will be beneficial to the shareholders of the Company, as it is intended that (i) each of the Subsidiaries will facilitate a company in which the Company invests (a “Target”) to become listed on a Canadian stock exchange, and (ii) Shareholders will receive an interest in such Subsidiaries / Targets.

By resolution dated October 12, 2017, the Board of Directors approved the Arrangement and authorized the making of an application to the Court for the calling of the Meeting. An Interim Order was received on October 16, 2017. Provided all conditions to implement the Arrangement are satisfied, the appropriate votes of Shareholders authorizing the implementation of the Arrangement are obtained and the Final Court Order is obtained, the following steps will occur as an arrangement as contemplated in 288 of the BCA, one immediately after the other:

- (a) The Company will finance each Subsidiary with \$75,000.
- (b) In exchange for such funding, each Subsidiary will issue and deliver to the Company 1,500,000 common shares of the Subsidiary (at \$0.05 per share).

The Company will hold the Subsidiary Shares pending the Subsidiary/Target making application for listing on a Canadian stock exchange, at which time the Company will distribute the Subsidiary Shares to the Company’s Shareholders as a return of capital, thereby creating shareholder distribution for the Subsidiary/Target.

As a result of the foregoing, on the Effective Date three companies will exist, the Company and two Subsidiaries. The Company will continue to hold its existing assets and remaining working capital. Each Subsidiary will hold \$75,000 of working capital.

Approval by and Recommendation of the Board of Directors

By resolution dated October 12, 2017, the Board of Directors unanimously approved the Arrangement subject to certain conditions, and authorized submission of the Arrangement to the Shareholders for consideration and approval and to the Court for approval.

The decision of the Board of Directors to approve the Arrangement for submission to the Shareholders and to the Court was reached after consideration of a number of factors, including the following:

1. The Arrangement does not directly affect or prejudice Shareholders; and any future involvement will involve Shareholders equally.
2. The Arrangement is a rather simple means of enhancing the Company's ability to attract investments in good Targets.
3. The Arrangement will benefit Shareholders generally through providing them with potential ownership positions in:
 - (i) each Subsidiary / Target that will become a reporting issuer in the Provinces of British Columbia and Alberta; and
 - (ii) a continuing interest in the Company, which is retaining ownership of its current assets and remaining working capital.
4. The Arrangement must be approved by at least two-thirds of the votes cast at the Meeting by Shareholders and by the Court which, the Company is advised, will consider, among other things, the fairness of the Arrangement to Shareholders (see "The Arrangement – Plan of Arrangement and Conditions to the Arrangement Becoming Effective").
5. The availability of rights of dissent to registered Shareholders with respect to the Arrangement.

The Board of Directors has unanimously concluded that the Arrangement is in the best interests of the Company and fair to all Shareholders and recommends that all Shareholders vote in favour of the Arrangement Resolution, thereby approving the implementation of the Arrangement. Implementation of the Arrangement is subject to fulfillment of certain conditions. See "The Arrangement – Plan of Arrangement and Conditions to the Arrangement Becoming Effective".

Required Approvals

Shareholder Approval

In order for the Arrangement to be implemented, the Arrangement Resolution must be passed, with or without variation, by at least two-thirds of the votes cast in respect of the Arrangement Resolution by Shareholders present or voting by proxy at the Meeting.

Court Approval

The Arrangement requires Court approval under the BCA. Prior to the mailing of this Circular, the Interim Order was obtained from the Court providing for the calling and holding of the Meeting and certain other procedural matters. Following approval of the Arrangement by the Shareholders at the Meeting, the Company will make application to the Court for the Final Order. The Petition and draft Final Order are attached as Schedule D to this Circular. It is anticipated that the Company will make application to the Court for the Final Order at 9:45a.m. (Vancouver time) on or about November 24, 2017, or as soon thereafter as counsel may be heard. Shareholders and interested parties have the right to appear at such hearing and present evidence. See "The Arrangement – Court Approval of Arrangement."

Dissenting Shareholders' Rights on Arrangement

A Shareholder has the right to dissent in respect of the Arrangement and to be paid the fair value for its Common Shares by the Company, however dissent rights procedures must be strictly followed. See the description under "Rights of Dissent", and the relevant sections of the BCA which have been reproduced in Schedule E to this Circular.

Investment Considerations

Investments in development stage companies such as the Company and the Subsidiaries are highly speculative and subject to numerous and substantial risks which should be considered in relation to the Arrangement. There is no assurance that a public market will develop for the Subsidiary Shares after the Effective Date. See “Information Concerning the Company – Risk Factors”, “Information Concerning Granja – Risk Factors” and “Information Concerning Granja – Risk Factors”.

Failure to Complete Arrangement

IN THE EVENT THE ARRANGEMENT RESOLUTION IS NOT PASSED BY SHAREHOLDERS, THE COURT DOES NOT APPROVE THE ARRANGEMENT OR THE ARRANGEMENT DOES NOT PROCEED FOR SOME OTHER REASON, THE WORKING CAPITAL WILL REMAIN WITH THE COMPANY AND THE COMPANY WILL CARRY ON BUSINESS AS IT IS CURRENTLY CARRIED ON. IN SUCH CIRCUMSTANCES, THE SUBSIDIARIES WILL LIKELY REMAIN AS DORMANT SUBSIDIARIES OF THE COMPANY.

GLOSSARY OF TERMS

For the assistance of Shareholders, the following is a glossary of terms used frequently throughout this Circular and the summary hereof.

Arrangement	The proposed arrangement under the BCA, among the Company, the Subsidiaries, and the Shareholders as described under the heading “The Arrangement – Details of the Arrangement”.
Arrangement Agreement	The arrangement agreement made as of October 12, 2017, among the Company and the Subsidiaries, a copy of which is set forth in Schedule B to this Circular, and any amendments made thereto.
Arrangement Resolution	The resolution, the full text of which is set forth in Schedule A to this Circular, to be considered, and if deemed advisable, passed, with or without variation, by the Shareholders at the Meeting.
BCA	The <i>Business Corporations Act</i> (British Columbia), S.B.C. 1996, c.57, as amended from time to time.
Beneficial Shareholder	A Shareholder holding Common Shares through an Intermediary, or otherwise not in the Shareholder’s own name.
Board of Directors or Board	The board of directors of the Company.
Circular	This Information Circular.
Common Shares or Shares	The common shares without par value in the capital of the Company.
Company	Urban Select Capital Corporation
Court	The Supreme Court of British Columbia.
CRA	Canada Revenue Agency.
Dissent Notice	A validly delivered written objection to the Arrangement Resolution, as described under “Rights of Dissent.”
Dissenting Shareholder	A Shareholder who delivers a Dissent Notice and validly exercises the right of dissent provided with respect to the Arrangement, as described under “Rights of Dissent.”
Effective Date	The date the Plan of Arrangement becomes effective.
Exchange	TSX Venture Exchange.
Final Order	The final order of the Court approving the Arrangement.
Interim Order	The interim order of the Court dated October 16, 2017, providing, among other things, for the calling and holding of the Meeting, a copy of which is attached as Schedule C to this Circular.
Intermediary	A broker, intermediary, trustee or other person holding Common Shares on behalf of a Beneficial Shareholder.
ITA	The <i>Income Tax Act</i> (Canada), as amended, and the regulations thereunder.

Meeting	The annual and special general meeting of Shareholders to be held on November 21, 2017.
Option Plan	The Company's Incentive Stock Option Plan, as described under "Annual Meeting Business – Approval of Incentive Stock Option Plan."
Plan of Arrangement	The plan of arrangement set out as Exhibit I to the Arrangement Agreement which is attached as Schedule B to this Circular, and any amendments or variation thereto.
Record Date	October 10, 2017.
Registrar	The Registrar of Companies appointed under section 400 of the BCA.
SEC	The United States Securities and Exchange Commission.
Shareholders	Holders of one or more Common Shares.
Subsidiaries	Both Subsidiaries together.
Subsidiary	Either of 1137182 B.C. Ltd. or 1137188 B.C. Ltd., each a wholly owned subsidiary of the Company.
Subsidiary Shares	The common shares without par value in the capital of a Subsidiary.
Target	An entity in which the Company has made an investment, which entity seeks to gain a listing on a Canadian stock exchange.
Transfer Agent	Computershare Investor Services Inc.
1933 Act	The United States <i>Securities Act of 1933</i> .

GENERAL INFORMATION FOR MEETING

Solicitation of Proxies

This Information Circular is provided in connection with the solicitation of proxies by the management of Urban Select Capital Corporation (the “Company”) for use at the annual and special general meeting of the shareholders of the Company to be held at 29th floor, 595 Burrard Street, Vancouver, British Columbia at 1:30 p.m. on November 21, 2017 (the “Meeting”), for the purposes set out in the accompanying notice of meeting and at any adjournment thereof. The solicitation will be made by mail and may also be supplemented by telephone or other personal contact to be made without special compensation by directors, officers and employees of the Company. The Company will bear the cost of this solicitation. The Company will not reimburse shareholders, nominees or agents for the cost incurred in obtaining from their principals authorization to execute forms of proxy.

APPOINTMENT AND REVOCATION OF PROXY

Registered Shareholders

Registered shareholders may vote their common shares by attending the Meeting in person or by completing the enclosed proxy. Registered shareholders should deliver their completed proxies to Computershare Investor Services Inc., Proxy Department, 100 University Avenue, Toronto, Ontario, M5J 2Y1 Proxy Department, by fax within North America at 1-866-249-7775, outside North America at 416-263-9524, or by mail to the 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1, or by hand delivery at 3rd Floor, 510 Burrard Street, Vancouver, British Columbia, V6C 3B9, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting, otherwise the shareholder will not be entitled to vote at the Meeting by proxy. Registered shareholders may also use the internet site at www.investorvote.com to transmit their voting instructions or vote by phone at 1-866-732-VOTE (8683) (toll free within North America) or 1-312-588-4290 (outside North America).

The persons named in the proxy are directors and officers of the Company and are proxyholders nominated by management. **A shareholder has the right to appoint a person other than the nominees of management named in the enclosed instrument of proxy to represent the shareholder at the Meeting. To exercise this right, a shareholder must insert the name of its nominee in the blank space provided. A person appointed as a proxyholder need not be a shareholder of the Company.**

A registered shareholder may revoke a proxy by:

- (a) signing a proxy with a later date and delivering it at the place and within the time noted above;
- (b) signing and dating a written notice of revocation (in the same manner as the proxy is required to be executed, as set out in the notes to the proxy) and delivering it to the registered office of the Company, 29th floor, 595 Burrard Street, Vancouver, British Columbia, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof at which the proxy is to be used, or to the Chairman of the Meeting on the day of the Meeting or any adjournment thereof,
- (c) attending the Meeting or any adjournment thereof and registering with the scrutineer as a shareholder present in person, whereupon such proxy shall be deemed to have been revoked; or
- (d) in any other manner provided by law.

Beneficial Shareholders

The information set forth in this section is of significant importance to many shareholders, as many shareholders do not hold their Shares in their own name. Shareholders holding their Shares through banks, trust companies, securities dealers or brokers, trustees or administrators of self-administered RRSP's, RRIF's, RESP's and similar plans or other persons (any one of which is herein referred to as an "Intermediary") or otherwise not in their own name (such shareholders herein referred to as "Beneficial Shareholders") should note that only proxies deposited by shareholders appearing on the records maintained by the Company's transfer agent as registered shareholders will be recognized and allowed to vote at the Meeting. If a shareholder's shares are listed in an account statement provided to the shareholder by a broker, in all likelihood those shares are **not** registered in the shareholder's name and that shareholder is a Beneficial Shareholder. Such shares are most likely registered in the name of the shareholder's broker or an agent of that broker. In Canada the vast majority of such shares are registered under the name of CDS & Co., the registration name for The Canadian Depository for Securities, which acts as nominee for many Canadian brokerage firms. Shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted at the Meeting at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate party well in advance of the Meeting.**

Regulatory policies require Intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholder meetings. Beneficial Shareholders have the option of not objecting to their Intermediary disclosing certain ownership information about themselves to the Company (such Beneficial Shareholders are designated as non-objecting beneficial owners, or "NOBOs") or objecting to their Intermediary disclosing ownership information about themselves to the Company (such Beneficial Shareholders are designated as objecting beneficial owners, or "OBOs").

In accordance with the requirements of National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer*, the Company has elected to send the notice of meeting, this Information Circular and a request for voting instructions (a "VIF"), instead of a proxy (the notice of Meeting, Information Circular and VIF or proxy are collectively referred to as the "Meeting Materials") directly to the NOBOs and indirectly through Intermediaries to the OBOs. The Intermediaries (or their service companies) are responsible for forwarding the Meeting Materials to OBOs.

Meeting Materials sent to Beneficial Shareholders are accompanied by a VIF, instead of a proxy. By returning the VIF in accordance with the instructions noted on it, a Beneficial Shareholder is able to instruct the Intermediary (or other registered shareholder) how to vote the Beneficial Shareholder's shares on the Beneficial Shareholder's behalf. For this to occur, it is important that the VIF be completed and returned in accordance with the specific instructions noted on the VIF.

The majority of Intermediaries now delegate responsibility for obtaining instructions from Beneficial Shareholders to Broadridge Investor Communication Solutions ("Broadridge") in Canada. Broadridge typically prepares a machine-readable VIF, mails these VIFs to Beneficial Shareholders and asks Beneficial Shareholders to return the VIFs to Broadridge, usually by way of mail, the Internet or telephone. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting by proxies for which Broadridge has solicited voting instructions. A Beneficial Shareholder who receives a Broadridge VIF cannot use that form to vote shares directly at the Meeting. The VIF must be returned to Broadridge (or instructions respecting the voting of shares must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the shares voted. If you have any questions respecting the voting of shares held through an Intermediary, please contact that Intermediary for assistance.

In either case, the purpose of this procedure is to permit Beneficial Shareholders to direct the voting of the shares which they beneficially own. **A Beneficial Shareholder receiving a VIF cannot use that form to vote Shares directly at the Meeting. Beneficial Shareholders should carefully follow the instructions set out in the VIF including those regarding when and where the VIF is to be delivered.** Should a Beneficial Shareholder who receives a VIF wish to attend the Meeting or have someone else attend on their behalf, the Beneficial Shareholder may request a legal proxy as set forth in the VIF, which will grant the Beneficial Shareholder or their nominee the right to attend and vote at the Meeting.

Only registered shareholders have the right to revoke a proxy. A Beneficial Shareholder who wishes to change its vote must, at least seven days before the Meeting, arrange for its Intermediary to revoke its VIF on its behalf.

All references to shareholders in this Information Circular and the accompanying instrument of proxy and notice of Meeting are to registered shareholders unless specifically stated otherwise.

The Meeting Materials are being sent to both registered and non-registered owners of the Company's shares. If you are a Beneficial Shareholder and the Company or its agent has sent the Meeting Materials directly to you, your name and address and information about your holdings of the Company's securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. By choosing to send the Meeting Materials to you directly, the Company (and not the Intermediary holding on your behalf) has assumed responsibility for (i) delivering the Meeting Materials to you and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the VIF.

Voting of Shares and Exercise of Discretion of Proxies

If a Shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares represented by proxy will be voted or withheld from voting by the proxyholder in accordance with those instructions on any ballot that may be called for. In the enclosed form of proxy, in the absence of any instructions in the proxy, it is intended that such shares will be voted by the proxyholder, if a nominee of management, in favour of the motions proposed to be made at the Meeting as stated under the headings in the Notice of Meeting to which this Circular is attached. If any amendments or variations to such matters, or any other matters, are properly brought before the Meeting, the proxyholder, if a nominee of management, will exercise its discretion and vote on such matters in accordance with its best judgment.

The instrument of proxy enclosed, in the absence of any instructions in the proxy, also confers discretionary authority on any proxyholder other than the nominees of management named in the instrument of proxy with respect to the matters identified herein, amendments or variations to those matters, or any other matters which may properly be brought before the Meeting. To enable a proxyholder to exercise its discretionary authority a Shareholder must strike out the names of the nominees of management in the enclosed instrument of proxy and insert the name of its nominee in the space provided, and not specify a choice with respect to the matters to be acted upon. This will enable the proxyholder to exercise its discretion and vote on such matters in accordance with its best judgment.

At the time of printing this Circular, management of the Company is not aware that any amendments or variations to existing matters or new matters are to be presented for action at the Meeting.

Voting Shares and Principal Holders Thereof

Only those Shareholders of record on the Record Date will be entitled to vote at the Meeting or any adjournment thereof, in person or by proxy. On the Record Date, 40,903,000 Common Shares were issued and outstanding, each Common Share carrying the right to one vote.

To the best knowledge of the directors and senior officers of the Company, the only Shareholders who beneficially own, directly or indirectly, or exercise control or discretion over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company are:

- Yi Liang Chen, who held 10,000,000 Common Shares (24.45%) as of the Record Date; and
- Oriental Sense Development Limited (a company controlled by Hui Qiong Wang), which held 12,500,000 Common Shares (30.56%) as of the Record Date.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

Interpretation

In this section “Named Executive Officers” mean (a) the Chief Executive Officer (or an individual who acted in a similar capacity), (b) the Chief Financial Officer (or an individual who acted in a similar capacity), (c) the Company’s other most highly compensated executive officer, whose total compensation exceeded \$150,000, and (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year. As of the fiscal year ended June 30, 2017, the Company had two Named Executive Officers (“NEOs”), namely Min Kuang, Chief Executive Officer (“CEO”) and David Yoo, Chief Financial Officer (“CFO”).

Compensation Program Objectives

The objectives of the Company’s executive compensation program are as follows:

- to attract, retain and motivate talented executives who create and sustain the Company’s continued success;
- to align the interests of the Company’s executives with the interests of the Company’s shareholders; and
- to provide total compensation to executives that is competitive with that paid by other companies of comparable size engaged in similar business in appropriate regions.

Overall, the executive compensation program aims to design executive compensation packages that meet executive compensation packages for executives with similar talents, qualifications and responsibilities at companies with similar financial, operating and industrial characteristics. The Company does not anticipate generating significant revenues from operations for a significant period of time. As a result, the use of traditional performance standards, such as corporate profitability, is not considered by the Company to be appropriate in the evaluation of the performance of the NEOs.

Purpose of the Compensation Program

The Company’s executive compensation program has been designed to reward executives for reinforcing the Company’s business objectives and values, for achieving the Company’s performance objectives and for their individual performances.

Elements of Compensation Program

The executive compensation program consists of a combination of base salary and consulting fees, performance bonus and stock option incentives.

Purpose of Each Element of the Executive Compensation Program

The base salary of an NEO is intended to attract and retain executives by providing a reasonable amount of non-contingent remuneration.

In addition to a fixed base salary, each NEO is eligible to receive a performance-based bonus meant to motivate the NEO to achieve short-term goals. The pre-established, quantitative target(s) used to determine performance bonuses are set each fiscal year. Awards under this plan are made by way of cash payments only, which payment are made at the end of the fiscal year.

Stock options are generally awarded to NEOs on an annual basis based on performance measured against set objectives. The granting of stock options upon hire aligns NEOs' rewards with an increase in shareholder value over the long term. The use of stock options encourages and rewards performance by aligning an increase in each NEO's compensation with increases in the Company's performance and in the value of the shareholders' investments.

Determination of the Amount of Each Element of the Executive Compensation Program

Compensation Committee

The Board as a whole serves as the Compensation Committee which is responsible for reviewing the adequacy and form of compensation paid to the Company's executives and key employees, and ensuring that such compensation realistically reflects the responsibilities and risks of such positions. In fulfilling its responsibilities, the Compensation Committee evaluates the performance of the chief executive officer and other senior management in light of corporate goals and objectives, and makes recommendations with respect to compensation levels based on such evaluations.

Base Salary

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. Base salary is not evaluated against a formal "peer group". The Compensation Committee relies on the general experience of its members in setting base salary amounts.

Performance Bonuses

The Compensation Committee oversees the operation of the Corporation's bonus plan by evaluating and approving the targets and the objectives to be met by the NEO and the amount of bonus payable at specific levels of attainment of those targets and objectives. The bonus for each individual NEO varies dependent upon the position and the factors considered in assessing the bonus amounts include, but are not limited to, expense control and attainment of specific strategic business goals.

Stock Options

The Company has established a formal plan (the "Option Plan") under which stock options are granted to directors, officers, employees and consultants as an incentive to serve the Company in attaining its goal of improved shareholder value. The Board determines which NEOs (and other persons) are entitled to participate in the Company's Option Plan; determines the number of options granted to such individuals; and determines the date on which each option is granted and the corresponding exercise price. For further information regarding the Option Plan refer to "*Annual Meeting Business – Approval of Incentive Stock Option Plan*".

The Board makes these determinations subject to the provisions of the existing Option Plan and, where applicable, the policies of the Exchange.

Previous grants of option-based awards are taken into account when considering new grants.

Link to Overall Compensation Objectives

Each element of the executive compensation program has been designed to meet one or more objectives of the overall program.

The fixed base salary of each NEO, combined with the granting of stock options, has been designed to provide total compensation which the Board believes is competitive with that paid by other companies of comparable size engaged in similar business in appropriate regions.

Director and NEO Compensation, Excluding Compensation Securities

The following table (presented in accordance with National Instrument Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers*) sets forth all annual and long-term compensation for services paid to or earned by the NEOs and the directors for the two fiscal years ended June 30, 2017 and 2016:

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer, commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Min Kuang <i>CEO, Director</i>	2016	nil	nil	nil	nil	98,500	98,500
	2017	nil	nil	nil	nil	102,000	102,000
David Yoo <i>CFO, Director</i>	2016	9,000	nil	nil	nil	nil	9,000
	2017	9,000	nil	nil	nil	nil	9,000
Esther Mei ¹ <i>Director</i>	2016	n/a	n/a	n/a	n/a	n/a	n/a
	2017	nil	nil	nil	nil	nil	nil
John King Burns ² <i>Former Director</i>	2016	nil	nil	nil	nil	nil	nil
	2017	nil	nil	nil	nil	nil	nil
Paul Zhang ³ <i>Former Director</i>	2016	nil	nil	nil	nil	nil	nil
	2017	n/a	n/a	n/a	n/a	n/a	n/a

1. Ms. Mei was appointed a director on July 7, 2016.
2. Mr. Burns was appointed as a director on November 12, 2015, and resigned December 6, 2016.
3. Mr. Zhang resigned as a director on November 12, 2015.

Stock Options and Other Compensation Securities

No compensation securities were granted or issued to any NEO or director by the Company in the financial year ended June 30, 2017 for services provided or to be provided, directly or indirectly, to the Company, as disclosed in the following table:

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
Min Kuang <i>CEO, Director</i>	N/A	Nil	N/A	N/A	N/A	N/A	N/A
David Yoo <i>CFO, Director</i>	N/A	Nil	N/A	N/A	N/A	N/A	N/A
Esther Mei <i>Director</i>	N/A	Nil	N/A	N/A	N/A	N/A	N/A
John King Burns <i>Former Director</i>	N/A	Nil	N/A	N/A	N/A	N/A	N/A

No compensation securities were exercised by any director or NEO during the financial year ended June 30, 2017, as disclosed in the following table:

Exercise of Compensation Securities by Directors and NEOs							
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 ¹ (\$)
Min Kuang <i>CEO, Director</i>	N/A	Nil	N/A	N/A	N/A	N/A	N/A
David Yoo <i>CFO, Director</i>	N/A	Nil	N/A	N/A	N/A	N/A	N/A
Esther Mei <i>Director</i>	N/A	Nil	N/A	N/A	N/A	N/A	N/A
John King Burns <i>Former Director</i>	N/A	Nil	N/A	N/A	N/A	N/A	N/A

¹ Total value on exercise date is calculated by multiplying the number in the column entitled “Number of underlying securities exercised” by the number in the column entitled “Difference between exercise price and closing price on date of exercise”.

Stock Option Plans and Other Incentive Plans

The only stock option plan or other incentive plan the Company currently has in place is a 10% “rolling” stock option plan (the “Option Plan”) which meets Exchange requirements and which was ratified by shareholders at the Company’s last Annual General Meeting held on July 7, 2016, and adopted by the directors of the Company that same day. The underlying purpose of the Option Plan is to attract and motivate the directors, officers, employees and consultants of the Company and to advance the interests

of the Company by affording such persons with the opportunity to acquire an equity interest in the Company through rights granted under the Option Plan.

The material terms of the Option Plan are as follows:

1. The term of any options granted under the Option Plan will be fixed by the board of directors at the time such options are granted, provided that options will not be permitted to exceed a term of ten years.
2. The exercise price of any options granted under the Option Plan will be determined by the board of directors, in its sole discretion, but shall not be less than the closing price of the Company's Common Shares on the day preceding the day on which the directors grant such options, less any discount permitted by the Exchange to a minimum of \$0.05 per share.
3. Vesting of options shall be at the discretion of the Board.
4. All options will be non-assignable and non-transferable.
5. No more than (i) 5% of the issued shares may be granted to any one individual in any 12 month period; and (ii) no more than 2% of the issued shares may be granted to a consultant, or an employee performing investor relations activities, in any 12 month period.
6. If the option holder ceases to be a director of the Company (other than by reason of death), then the option granted shall expire on no later than the 90th day following the date that the option holder ceases to be a director of the Company, subject to the terms and conditions set out in the Option Plan. If the option holder is engaged in investor relations activities or ceases to be an employee, consultant or management company employee of the Company (other than by reason of death), then the option granted shall expire on no later than the 30th day following the date that the option holder ceases to be employed or contracted by the Company, subject to the terms and conditions set out in the Option Plan.
7. Disinterested shareholder approval must be obtained for (i) any reduction in the exercise price of an outstanding option, if the option holder is an insider; (ii) any grant of options to insiders, within a 12 month period, exceeding 10% of the Company's issued shares; and (iii) any grant of options to any one individual, within a 12 month period, exceeding 5% of the Company's issued shares.
8. Options will be reclassified in the event of any consolidation, subdivision, conversion or exchange of the Company's common shares.
9. The Plan contains a black-out provision restricting all or any of the Company's directors, officers, employees, insiders or persons in a special relationship to refrain from trading in the Company's securities until the restriction has been lifted by the Company.
10. The Board reserves the right in its absolute discretion to terminate or suspend the Option Plan with respect to all shares in respect of options which have not yet been granted under the Option Plan.

As of the end of the most recently completed fiscal year ended June 30, 2017, and as of the date of this Information Circular, there were no options outstanding. Based on the Company having 40,903,000 shares outstanding (as of the Record Date), 4,090,300 options could be granted under the Option Plan.

The Company has no other plan providing for the grant of stock appreciation rights, deferred share units or restricted stock units or any other incentive plan or portion of a plan under which awards are granted.

The Company does not have any share-based awards, long-term incentive plans and, save as disclosed above, no remuneration payments were made, directly or indirectly, by the Company to its directors or Named Executive Officers during the fiscal year ended June 30, 2017.

Employment, Consulting and Management Agreements

There were no agreements or arrangements in place under which compensation was provided during the most recently completed financial year or is payable in respect of services provided to the Company that were:

- (a) performed by a director or named executive officer, or
- (b) performed by any other party but are services typically provided by a director or a named executive officer,

other than the grant of options under the Option Plan, the reimbursement of expenses any director or NEO may have incurred on behalf of the Company, and as outlined below:

1. The Company has entered into a management consulting agreement with Min Kuang, the Chief Executive Officer (the "CEO Agreement"). Pursuant to the CEO Agreement, in the event that Ms. Kuang is terminated without cause, she is entitled to compensation equal to: (a) three years annual consulting fees; (b) three times the bonus paid to her in the immediately preceding year; (c) reimbursement of any reasonable expenses incurred prior to the date of termination; (d) all of the unvested stock options and rights to acquire securities of the Company will immediately vest; and (e) payment of any consulting fees accrued to the date of termination (the "CEO Termination Payment"). In the event that the Company enters into a written agreement providing for a change of control or a change of control occurs and, within six months Ms. Kuang gives written notice of termination as a result of the occurrence of a material adverse change to her engagement as CEO, the Company will pay Ms. Kuang the CEO Termination Payment.

2. The Company has entered into a management consulting agreement with David Yoo, the Chief Financial Officer (the "CFO Agreement"). Pursuant to the CFO Agreement, in the event that the Company enters into a written agreement providing for a change of control or a change of control occurs and, within six months Mr. Yoo gives written notice of resignation as a result of the occurrence of a material adverse change to his engagement as CFO, he is entitled to compensation equal to: (a) two years gross annual salary; (b) two times the bonus paid to him in the immediately preceding year; (c) reimbursement of any reasonable expenses incurred prior to the date of termination; (d) all of the unvested stock options and rights to acquire securities of the Company will immediately vest; and (e) payment of any consulting fees accrued to the date of termination. In the event Mr. Yoo is terminated without cause, he is entitled to a one month's consulting fee.

Other than as disclosed above, during the most recently completed financial year there were no employment contracts, agreement, plans or arrangements for payments to an NEO, at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in an NEO's responsibilities.

Pension disclosure

The Company does not provide any form of pension to any of its directors or Named Executive Officers.

Other than as disclosed herein, the Company does not have any pension or retirement plan which is applicable to the NEOs. The Company has not provided compensation, monetary or otherwise, to any person who now or previously has acted as an NEO of the Company, in connection with or related to the retirement, termination or resignation of such person, and the Company has provided no compensation to any such person as a result of a change of control of the Company.

Corporate Governance Disclosure

Board of Directors

The Board of Directors presently consists of four directors, two of whom are independent. The definition of independence used by the Company is that used by the Canadian Securities Administrators, which is set out in section 1.4 of National Instrument 52-110 *Audit Committees* (“NI 52-110”). A director is independent if he has no direct or indirect material relationship to the Company. A “material relationship” is a relationship which could, in the view of the Board of Directors, be reasonably expected to interfere with the exercise of the director’s independent judgment. Certain types of relationships are by their very nature considered to be material relationships and are specified in section 1.4 of NI 52-110.

Esther Mei and Shelley Leonhardt are considered to be independent directors. Min Kuang and David Yoo are not considered to be independent as they are both senior officers of the Company.

The Board believes that the principal objective of the Company is to generate economic returns with the goal of maximizing shareholder value, and that this is to be accomplished by the Board through its stewardship of the Company. In fulfilling its stewardship function, the Board’s responsibilities will include strategic planning, appointing and overseeing management, succession planning, risk identification and management, environmental oversight, communications with other parties and overseeing financial and corporate issues. Directors are involved in the supervision of management.

Pursuant to the BCA, directors must declare any interest in a material contract or transaction or a proposed material contract or transaction. Further, the independent members of the Board of Directors can meet independently of management members when warranted.

Other Directorships

None of the directors of the Company are also currently directors of any other reporting issuers.

Orientation and Continuing Education

The Company has not formalized an orientation program. If a new director is appointed or elected, he or she is provided with orientation and education about the Company which would include information about the duties and obligations of directors, the business and operations of the Company, documents from recent board meetings and opportunities for meetings and discussion with senior management and other directors. Specific details of the orientation of each new director would be tailored to that director’s individual needs and areas of interest.

The Company does provide continuing education opportunities to directors so that they may maintain or enhance their skills and abilities as directors and ensure that their knowledge and understanding of the Company’s business remains current.

Ethical Business Conduct

The Company has not taken any formal steps to promote a culture of ethical business conduct, but the Company and its management are committed to conducting its business in an ethical manner. This is accomplished by management actively doing the following in its administration and conduct of the Company’s business:

1. The promotion of integrity and deterrence of wrongdoing.
2. The promotion of honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest.

3. The promotion of avoidance or absence of conflicts of interest.
4. The promotion of full, fair, accurate, timely and understandable disclosure in public communications made by the Company.
5. The promotion of compliance with applicable governmental laws, rules and regulations.
6. Providing guidance to the Company's directors, officers and employees to help them recognize and deal with ethical issues.
7. Helping foster a culture of integrity, honesty and accountability throughout the Company.

Nomination of Directors

The Board as a whole is responsible for identifying and evaluating qualified candidates for nomination to the Board.

In identifying candidates, the Board considers the competencies and skills that the Board considers to be necessary for the Board, as a whole, to possess, the competencies and skills that the Board considers each existing director to possess, the competencies and skills each new nominee will bring to the Board and the ability of each new nominee to devote sufficient time and resources to his or her duties as a director.

Compensation

The Board as a whole is responsible for reviewing the adequacy and form of compensation paid to the Company's executives and key employees, and ensuring that such compensation realistically reflects the responsibilities and risks of such positions. In fulfilling these responsibilities, the Board evaluates the performance of the Company's chief executive officer and other senior management in light of corporate goals and objectives, and makes recommendations with respect to compensation levels based on such evaluations.

Other Board Committees

The Board has not established any committees other than the Audit Committee.

Assessments

The Board has not, as of the present time, taken any formal steps to assess whether the Board, its committees and its individual directors are performing effectively.

Audit Committee

General

The Audit Committee is a standing committee of the Board of Directors, the primary function of which is to assist the Board of Directors in fulfilling its financial oversight responsibilities, which includes monitoring the quality and integrity of the Company's financial statements and the independence and performance of the Company's external auditor, acting as a liaison between the Board of Directors and the Company's external auditor, reviewing the financial information that will be publicly disclosed and reviewing all audit processes and the systems of internal controls management and the Board of Directors have established.

Audit Committee Charter

The Board of Directors has adopted the Audit Committee Charter, which sets out the Audit Committee's mandate, organization, powers and responsibilities. The Audit Committee's Charter is attached as Schedule F to this Circular.

Composition

The Audit Committee consists of the following three directors. Also indicated is whether they are 'independent' and 'financially literate'.

Name of Member	Independent	Financially Literate¹
Min Kuang	No	Yes
Shelley Leonhardt	Yes	Yes
Esther Mei	Yes	Yes

1. A member of the Audit Committee is financially literate if he has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

Relevant Education and Experience

The education and experience of each audit committee member that is relevant to the performance of his responsibilities as an audit committee member is as follows:

Min Kuang - Ms. Kuang has over 20 years' experience in managing public companies, mergers and acquisitions, business development, and investment management. Ms. Kuang was the founder and Chief Executive Officer of Asia Select Asset Management Inc. in Canada and the Chief Executive Officer of Asia Select Investment Fund Inc., a private equity firm established in April 2007, where she was responsible for equity investments, mergers and acquisition transactions, and taking companies public.

Shelly Leonhardt – Ms. Leonhardt is a business executive with experience in both the private and not-for-profit sectors. She was formerly the Chief Operating Officer for PDC Biological Health Group (listed on the Canadian Securities Exchange).

Esther Mei – Ms. Mei has over six years' experience in managing real estate business, mergers and acquisitions, business development, and investment management. Ms. Mei is the founder and Chief Executive Officer of Property Solution 3601.

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, there has not been a recommendation of the Audit Committee to nominate or compensate an external auditor which was not adopted by the Board of Directors.

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on the exemption in section 2.4 (*De Minimis Non-audit Services*) of MI 52-110 or an exemption from MI 52-110, in whole or in part, granted under Part 8 (*Exemptions*) of MI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services, however, as provided for in MI 52-110, the Audit Committee must pre-approve all non-audit services to be provided to the Company or its subsidiaries, unless otherwise permitted by MI 52-110.

External Auditor Service Fees (By Category)

The following table sets out the fees paid by the Company to its auditors for various services over the past two fiscal years:

Financial Year Ending	Audit Fees⁽¹⁾	Audit Related Fees⁽²⁾	Tax Fees⁽³⁾	All Other Fees⁽⁴⁾
June 30, 2017	\$9,000	Nil	Nil	Nil
June 30, 2016	\$9,000	Nil	\$750	Nil

(1) *The aggregate fees billed by the Company's auditor for audit fees.*

(2) *The aggregate fees billed for assurance and related services by the Company's auditor that are reasonably related to the performance of the audit or review of the Company's financial statements and are not disclosed in the 'Audit Fees' column.*

(3) *The aggregate fees billed for professional services rendered by the Company's auditor for tax compliance, tax advice and tax planning.*

(4) *The aggregate fees billed for professional services other than those listed in the other three columns.*

Indebtedness of Directors and Senior Officers

None of the directors or executive officers of the Company or any subsidiary thereof, or any associate or affiliate of the above, is or has been indebted to the Company at any time since the beginning of the last completed financial year of the Company.

Interest of Certain Persons or Companies in Matters to be Acted Upon

The Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of each of the following persons in any matter to be acted upon at the Meeting other than the election of directors or the approval of the Company's stock option plan:

- (a) each person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year;
- (b) each proposed nominee for election as a director of the Company; and
- (c) each associate or affiliate of any of the foregoing.

Interest of Informed Persons in Material Transactions

Unless otherwise disclosed herein, no informed person or proposed nominee for election as a director, or any associate or affiliate of any of the foregoing, has or has had any material interest, direct or indirect, in any transaction or proposed transaction since the commencement of the Company's most recently completed financial year, which has materially affected or will materially affect the Company or any of its subsidiaries, other than as disclosed by the Company during the course of the year or as disclosed herein.

ANNUAL MEETING BUSINESS

Financial Statements

The Company's financial statements for the two fiscal years ended June 30, 2016 and 2017 will be presented to Shareholders at the Meeting. The financial statements have previously been filed on SEDAR and are available at www.sedar.com.

Election of Directors

The Board of Directors presently consists of four directors and it is anticipated that four directors will be elected for the coming year. The term of office for persons elected at the Meeting will expire at the next annual general meeting of Shareholders, unless a director resigns or is otherwise removed in accordance with the BCA or the Articles of the Company.

The persons named below will be presented at the Meeting for election as directors as nominees of management. It is the intention of the management designees, if named as proxy, to vote FOR the election of the persons listed in the table below to the Board of Directors.

It should be noted that the names of further nominees for election as director may come from the floor during the Meeting.

The following table sets out the names of the persons to be presented for election as director as nominees of management, all other positions and offices with the Company now held by them, their principal occupation or employment, the year in which they became a director of the Company and the number of shares of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised, by each of them, if any, as at the date hereof:

Name and Residence of Proposed Directors and Present Offices Held	Date Elected or Appointed a Director	Principal Occupation	Number of Shares ¹
Min Kuang British Columbia, Canada <i>CEO and Director</i>	September 2007	CEO of Asia Select Asset Management Inc. since May 2008. CEO of the Company since 2007.	2,550,000 ²
David Yoo British Columbia, Canada <i>CFO and Director</i>	January 2010	CFO of the Company.	nil
Esther Mei British Columbia, Canada <i>Director</i>	July 2016	Businesswoman.	nil
Shelley Leonhardt British Columbia, Canada <i>Director</i>	October 2017	Businesswoman.	nil

- Information as to voting shares beneficially owned, not being within the knowledge of the Company, has been furnished by the respective nominees individually.
- Includes 607,000 Shares held by Asia Select Asset Management Inc. and 1,000,000 Shares held by Asia Select Investment Fund Inc., private companies controlled by Ms. Kuang.

No proposed director:

- (a) is, at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity,
 - (i) was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days;
 - (ii) was the subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days,
 - (iii) within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets,
- (b) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

In addition, no proposed director has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or has been subject to any other penalties or sanctions imposed by a court or regulatory body or self-regulating authority that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

The directors and senior officers of the Company as a group beneficially own, directly or indirectly, 2,550,000 common shares of the Company representing 6.23% of the Company's issued and outstanding share capital.

All of the proposed director nominees are resident in Canada.

Appointment of Auditor

It is the intention of the management designees, if named as proxy, to vote FOR the re-appointment of Mao & Ying LLP (formerly SunRonkai LLP) as auditor for the Company to hold office until the next annual general meeting of Shareholders, at a remuneration to be fixed by the Board of Directors. Mao & Ying were first appointed auditor of the Company in 2016.

Approval of Incentive Stock Option Plan

The Company's Option Plan is a "rolling" stock option plan, whereby options to acquire a maximum of 10% of the issued and outstanding shares of the Company available for issuance thereunder. The policies of the Exchange require that a rolling plan such as the Option Plan be approved by the Shareholders of the Company on an annual basis.

The purpose of the Option Plan is to provide directors, officers and key employees of, and certain other persons who provide services to, the Company with an opportunity to purchase Common Shares of the Company at a specific price, and subsequently benefit from any appreciation in the value of the Company's Shares. This provides an incentive for such persons to contribute to the future success of the

Company and enhances the ability of the Company to attract and retain skilled and motivated individuals, thereby increasing the value of the Company's Shares for the benefit of all Shareholders.

The exercise price of stock options granted under the Option Plan will be determined by the Board and will be priced in accordance with the policies of the Exchange, and will not be less than the closing price of the Company's shares on the Exchange on the date prior to the date of grant less any allowable discounts. All options granted under the Option Plan will have a maximum term of five years.

The Option Plan provides that it is solely within the discretion of the Board of Directors to determine who should receive options and how many they should receive. The Board may issue a majority of the options to insiders of the Company. However, the Option Plan provides that in no case will the Option Plan or any existing share compensation arrangement of the Company result, at any time, in the issuance to any option holder, within a one year period, of a number of Shares exceeding 5% of the Company's issued and outstanding Share capital.

The material terms of the Option Plan are as described above under the heading "Statement of Executive Compensation - Stock Option Plans and Other Incentive Plans". The full text of the Option Plan is available for review by any Shareholder up until the day preceding the Meeting at the Company's head office, located at Suite 300, 1055 West Hastings Street, Vancouver, BC, and will also be available at the Meeting.

Shareholders will be asked to consider, and if thought fit to approve a resolution ratifying and approving the Company's Option Plan.

Management of the Company recommends that Shareholders vote in favour of the approval of the Option Plan, and if named as proxy, the management designees intend to vote the Common Shares represented by such proxy FOR approval of the Stock Option Plan, unless otherwise directed in the form of proxy.

THE ARRANGEMENT

Purpose of the Arrangement

The purpose of the Arrangement is to create two Subsidiaries which will become reporting issuers in the provinces of British Columbia and Alberta upon completion of the Arrangement. The Company believes this will be beneficial to the Shareholders of the Company, as it is intended that each Subsidiary will facilitate one of the Targets in which the Company invests to become listed on a Canadian stock exchange. Management also believes that by creating these two new Subsidiaries and providing Shareholders with interests in publicly traded Targets, Shareholder value will be enhanced.

Proposed Timetable for Arrangement

The anticipated timetable for the completion of the Arrangement and the key dates as proposed are as follows:

Meeting:	November 21, 2017
Final Court Approval:	November 24, 2017
Effective Date:	December 14, 2017

The Effective Date is an anticipated date. The Board of Directors will determine the Effective Date, based on its determination of when all conditions to the completion of the Arrangement are satisfied. Notice of the actual Effective Date will be given to Shareholders through a press release when all

conditions to the Arrangement have been met and the Board of Directors is of the view that all elements of the Arrangement will be completed.

The foregoing dates may be amended at the discretion of the Company.

Details of the Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Plan of Arrangement, which is included as Exhibit 1 to the Arrangement Agreement, a copy of which is attached as Schedule B to this Circular.

Pursuant to the Arrangement Agreement, the Company has agreed to transfer \$75,000 of its working capital to each Subsidiary. These transfers will be effected pursuant to the Arrangement. Under the Arrangement, each Subsidiary will issue 1,500,000 Subsidiary Shares to the Company, at a deemed price of \$0.05 per share. It is intended that upon a Subsidiary completing a transaction with a Target whereby the Target will obtain a listing on a Canadian stock exchange, the Company will distribute the applicable Subsidiary Shares to its Shareholders at that time, so as to assist the Target by creating the necessary shareholder distribution to meet the exchange's listing requirements.

By resolution dated October 12, 2017, the Board of Directors approved the Arrangement and authorized the making of an application to the Court for the calling of the Meeting. Provided all conditions to implement the Arrangement are satisfied, the appropriate votes of Shareholders authorizing the implementation of the Arrangement are obtained and the Final Court Order is obtained, the following steps will occur as an arrangement pursuant to Section 288 of the BCA, one immediately after the other:

- (a) The Company will finance each Subsidiary with \$75,000; and
- (b) in exchange for the funding, each Subsidiary will issue and deliver to the Company 1,500,000 Subsidiary Shares (at \$0.05 per share).

The Company will hold the Subsidiary Shares pending the Subsidiary/Target making application for listing on a Canadian stock exchange, at which time the Company will distribute the Subsidiary Shares to the Company's Shareholders as a return of capital, thereby creating shareholder distribution for the Subsidiary/Target.

Assuming the Shareholders and the Court approve the Arrangement, the Board of Directors will still have discretion as to whether to complete the Arrangement. At the present time, the Board of Directors do not anticipate that this discretion will be exercised, and intend to complete the Arrangement. See "*The Arrangement - Amendment and Termination of the Arrangement Agreement.*"

Fairness of Arrangement

The Arrangement was determined to be fair to the Shareholders by the Board of Directors, based upon, but not limited to, the following factors:

1. The Arrangement does not directly affect or prejudice Shareholders; and any future involvement will involve Shareholders equally.
2. The Arrangement is a rather simple means of enhancing the Company's ability to attract investments in good Targets.
3. The Arrangement will benefit Shareholders generally through providing them with ownership positions in:

- (i) each new Subsidiary that will be a reporting issuer in the Provinces of British Columbia and Alberta, which will have \$75,000 in cash to be used towards acquiring an interest in a Target;
 - (ii) a continuing interest in the Company, which is retaining ownership of its current assets and remaining working capital.
4. The Arrangement must be approved by at least two-thirds of the votes cast at the Meeting by Shareholders and by the Court which, the Company is advised, will consider, among other things, the fairness of the Arrangement to Shareholders (see “The Arrangement – Plan of Arrangement and Conditions to the Arrangement Becoming Effective”).
5. The availability of rights of dissent to registered Shareholders with respect to the Arrangement.

Recommendations of Board of Directors

As set out above the Board of Directors has reviewed the terms and conditions of the Arrangement and concluded that the terms thereof are fair and reasonable to, and in the best interests of, the Shareholders. The Board of Directors has therefore authorized the submission of the Arrangement to the Shareholders and the submission of the Arrangement Agreement to the Court for approval.

Plan of Arrangement and Conditions to the Arrangement Becoming Effective

The directors of each of the Company and the Subsidiaries have authorized the entering into, and each company has entered into, the Arrangement Agreement. A copy of the Arrangement Agreement is attached to this Circular as Schedule B and a copy of the Plan of Arrangement is attached as Exhibit 1 to the Arrangement Agreement.

Pursuant to the Arrangement Agreement, the respective obligations of the Company and the Subsidiaries to complete the Arrangement are subject to the satisfaction of the following conditions, among other things:

- (a) The Arrangement must receive the approval of the Shareholders, as described under “Required Approvals - Shareholder Approval of Arrangement”.
- (b) The Arrangement must be approved by the Court, as described under “Required Approvals - Court Approval of Arrangement”.
- (c) No action has been instituted and continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of, or damages on account of or relating to the Arrangement, and no cease trading or similar order with respect to any securities of the Company or the Subsidiaries has been issued and remains outstanding.
- (d) The Company and the Subsidiaries have received all necessary orders and rulings from various securities commissions and regulatory authorities in the relevant provinces of Canada, where required.
- (e) All other consents, waivers, orders and approvals, including regulatory approvals and orders necessary for the completion of the Arrangement, have been obtained or received.
- (f) None of the consents, waivers, orders or approvals contemplated herein will contain conditions or require undertakings considered unsatisfactory or unacceptable by the Company.
- (g) The Arrangement Agreement has not been terminated as provided for therein.

Management of the Company believes that all consents, orders, regulations, approvals or assurances required for the completion of the Arrangement will be obtained prior to the Effective Date in the ordinary course and upon application therefor.

Upon fulfillment of the foregoing conditions, the Board of Directors intends to take such steps and make such filings as may be necessary for the Arrangement to be implemented. The Effective Date will be the date set out in such filings.

The obligations of each of the Company and the Subsidiaries to complete the transactions contemplated by the Arrangement Agreement are further subject to the condition, which may be waived by any other party without prejudice to its right to rely on any other condition in its favour, that each and every one of the covenants of the other parties thereto to be performed on or before the Effective Date pursuant to the terms of the Arrangement Agreement will have been duly performed and that, except as affected by the transactions contemplated by the Arrangement Agreement, the representations and warranties of such other parties thereto will be true and correct in all material respects as at such Effective Date, with the same effect as if such representations and warranties had been made at and as of such time, and each such party will have received a certificate, dated the Effective Date, of a senior officer of each of the other parties confirming the same.

Required Approvals

Shareholder Approval of Arrangement

As provided in the Interim Order, before the Arrangement can be implemented, the Arrangement Resolution, with or without variation, must be passed by at least two-thirds of the votes cast with respect thereto by Shareholders present at the Meeting either in person or by proxy. Each Common Share carries the right to one vote. A copy of the Arrangement Resolution is attached as Schedule A to this Circular.

The Board of Directors has unanimously approved the Arrangement and recommends that Shareholders vote in favour of the Arrangement Resolution, and the persons named in the enclosed form of proxy intend to vote FOR such approval at the Meeting unless otherwise directed by the Shareholders appointing them.

At the present time the sole voting shareholder of each of Subsidiary is, and prior to implementation of the Arrangement the sole voting shareholder will continue to be, the Company, which has approved the Arrangement.

Court Approval of Arrangement

The BCA requires that the Company obtain court approval to proceed with the Arrangement. Prior to the mailing of this Circular, the Company obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters related thereto. A copy of the Interim Order is attached to this Circular as Schedule C. The Petition for the Final Order, and a draft of the Final Order are attached to this Circular as Schedule D.

As provided in the Notice of Application, the hearing in respect of the Final Order is scheduled to take place on November 24, 2017, before the Court, subject to Shareholder approval of the Arrangement at the Meeting. At this hearing, all Shareholders who wish to participate or be represented or present evidence or argument may do so, subject to filing a notice of appearance and satisfying other requirements. A Shareholder wishing to appear before the Court should seek legal advice.

The Court has broad discretion under the BCA when making orders in respect of the Arrangement and the Court will consider, among other things, the fairness and reasonableness of the Arrangement. The Court may approve the Arrangement either as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks fit.

Amendment and Termination of the Arrangement Agreement

The Arrangement Agreement provides that it may be amended in a manner not materially prejudicial to the Shareholders by written agreement of the Company and the Subsidiaries before or after the Meeting, but prior to the Effective Date, without further notice to the Shareholders.

The Arrangement Agreement may, at any time before or after the holding of the Meeting but no later than the Effective Date, be terminated by the Board of Directors without further notice to, or action on the part of, Shareholders.

Without limiting the generality of the foregoing, the Board of Directors may terminate the Arrangement Agreement:

- (a) If immediately prior to the Effective Date, Dissenting Shareholders holding 10% or more of the outstanding Common Shares have not abandoned the right of dissent provided for in the Plan of Arrangement.
- (b) If prior to the Effective Date there is any material change in the business, operations, property, assets, liabilities or condition, financial or otherwise, of the Company or a Subsidiary, or any change in general economic conditions, interest rates or any outbreak or material escalation in, or the cessation of, hostilities or any other calamity or crisis, or there should develop, occur or come into effect any occurrence which has a material effect on the financial markets of Canada and the Board of Directors determines in its sole judgment that it would be inadvisable in such circumstances for the Company to proceed with the Arrangement.

Failure to Complete Arrangement

In the event the Arrangement Resolution is not passed by Shareholders, the Court does not approve the Arrangement or the Arrangement does not proceed for some other reason, all working capital will remain with the Company and the Company will carry on business as it is currently carried on. In such event each of the Subsidiaries will likely remain a dormant company.

Canadian Federal Income Tax Considerations

In the opinion of Owen Bird Law Corporation, Canadian tax counsel to the Company, the following summary fairly describes the principal Canadian federal income tax considerations relating to the Arrangement generally applicable to Shareholders who, for purposes of the ITA and at all relevant times: (a) are not exempt from Canadian federal income tax; (b) hold their Common Shares as capital property and will hold any Subsidiary Shares as capital property; (c) are not affiliated with the Company or a Target; (d) deal at arm's length with the Company and the Target; and (e) immediately after the completion of the Arrangement will not, either alone or together with persons with whom they do not deal at arm's length, and persons with whom they do not deal at arm's length will not, either control a Subsidiary or Target, as the case may be, or beneficially own shares of a Subsidiary or Target, as the case may be, which have a fair market value in excess of 50% of the fair market value of all the outstanding shares of the Subsidiary or Target, as the case may be (a "**Holder**").

Shares and Subsidiary Shares will generally be considered to be capital property to a Holder thereof, unless such securities are held in the course of carrying on a business or were acquired in a transaction considered to be an adventure in the nature of trade. Certain Holders who are resident in Canada and who

might not otherwise be considered to hold their Shares or Subsidiary Shares as capital property may, in certain circumstances, be entitled to make an irrevocable election under subsection 39(4) of the ITA to have such shares, and every other “Canadian security” as defined in the ITA, owned by such Holder in the taxation year in which the election is made, and in all subsequent taxation years, deemed to be capital property. Any person contemplating making a subsection 39(4) election should first consult their tax advisor for advice as the making of such election will affect the income tax treatment of the person’s disposition of other Canadian securities.

This summary is not applicable to a Holder: (i) that is a “financial institution” for the purposes of the “mark-to-market property” rules contained in the ITA; (ii) that is a “specified financial institution” as defined in the ITA; (iii) of an interest which is a “tax shelter investment” as defined in the ITA, (iv) who has acquired Shares upon the exercise of an employee stock option; or (v) that is a taxpayer whose “functional currency” for the purposes of the ITA is the currency of a country other than Canada.

This summary is based upon the current provisions of the ITA, the regulations thereunder (the “**Regulations**”), and counsel’s understanding of the current administrative practices and assessing policies of the Canada Revenue Agency (the “**CRA**”). This summary also takes into account all specific proposals to amend the ITA and Regulations (the “**Proposed Amendments**”) announced by the Minister of Finance (Canada) prior to the date hereof, and assumes that all Proposed Amendments will be enacted in their present form. If the Proposed Amendments are not enacted as presently proposed, the tax consequences may not be as described below in all cases. This summary does not take into account or anticipate any other changes in law or administrative or assessing practice, whether by legislative, governmental, or judicial action or decision, nor does it take into account provincial, territorial or foreign income tax considerations, which may differ from the Canadian federal income tax considerations discussed below. An advance income tax ruling will not be sought from the CRA in respect of the Arrangement.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Shareholder. This summary is not exhaustive of all Canadian federal income tax considerations. No representation with respect to the Canadian federal income tax consequences to any particular Shareholder is made herein. Accordingly, Shareholders should consult their own tax advisors with respect to their particular circumstances including, where relevant, the application and effect of the income and other taxes of any country, province, territory, state or local tax authority.

Holders Resident in Canada

This part of the summary applies generally to a Holder who, at all material times, is or is deemed to be resident in Canada for the purposes of the ITA (a “**Resident Holder**”).

Plan of Arrangement

There are no material income tax consequences applicable to or resulting from the Arrangement, as pertain to the Company or the Shareholders.

Treatment of the Return of Capital

In the future, if Subsidiary Shares are distributed by the Company to its Shareholders (a “Distribution”), the amount of the return of capital will be less than the “paid-up capital” of the Company’s outstanding common shares for purposes of the Tax Act. As a result, the Distribution will be treated as a return of capital for Canadian federal income tax purposes unless a provision of the Tax Act deems otherwise. Subsection 84(4.1) of the Tax Act applies in certain circumstances to deem a return of capital by a public corporation (such as the Company) to be a dividend. However, subsection 84(4.1) of the Tax Act does

not apply to the return of capital, provided that (i) the return of capital can reasonably be considered to have been derived from proceeds of disposition realized by the Company from a transaction that occurred outside the ordinary course of its business but within the period that commenced 24 months before the return of capital, and (ii) no other amount that may reasonably be considered to have derived from such proceeds was paid by the Company as a reduction of paid-up capital prior to the return of capital. Management has determined that the return of capital will be paid as a direct result of the proceeds paid by the Company for the Subsidiary Shares, that such transaction was outside of the ordinary course of the Company's business, and that no amount that may reasonably be considered to have derived from such proceeds will have been paid by the Company as a reduction of paid-up capital prior to the return of capital. Therefore, the return of capital should be treated as a tax-free return of paid-up capital (subject to the comments below concerning the reduction of the adjusted cost base of its common shares) and not as a deemed dividend pursuant to subsection 84(4.1) of the Tax Act.

Resident Shareholders

The fair market value of all Subsidiary Shares received by a Resident Holder from the Company on the return of capital must be deducted in computing the adjusted cost base to a Resident Holder of such Resident Holder's Shares in the capital of the Company. If the amount so required to be deducted from the adjusted cost base of the Shares to a particular Resident Holder is equal to or less than the adjusted cost base of such Shares, then no gain or loss will be realized or deemed to be realized by the Resident Holder. If the amount so required to be deducted from the adjusted cost base of the Shares to a particular Resident Holder exceeds the adjusted cost base of such Shares, the excess will be deemed to be a capital gain realized by such Resident Holder from a disposition of such Shares. Generally, a Resident Holder is required to include in computing its income for a taxation year one-half of the amount of any capital gain (a "taxable capital gain") realized in the year. A Resident Holder that is throughout the year a Canadian-controlled private corporation (as defined in the Tax Act) may be liable to pay an additional refundable tax on certain investment income, including taxable capital gains. The cost of the Subsidiary Shares received by a Resident Holder on the return of capital will be equal to the fair market value thereof (generally \$0.05 per Subsidiary Share).

Dissenting Resident Holders

A Resident Holder who dissents in respect of the Arrangement (a "**Resident Dissenter**") and who is entitled to receive payment from the Company equal to the fair value of the Resident Dissenter's Common Shares will be considered to have disposed of the Common Shares for proceeds of disposition equal to the amount received by the Resident Dissenter, less the amount of any interest awarded by a court, as the case may be. A Resident Dissenter generally will be deemed to have received a dividend equal to the amount by which such proceeds exceed the paid-up capital of such shares, and such deemed dividend will reduce the proceeds of disposition for purposes of computing a capital gain (or a capital loss) on the disposition of such Common Shares.

A Resident Dissenter will also realize a capital gain (or a capital loss) to the extent that the proceeds of disposition of such Common Shares, as reduced by the amount of any deemed dividend as discussed above and net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of such shares immediately before the disposition.

Interest awarded by a court to a Resident Dissenter will be included in the Resident Dissenter's income for a particular taxation year to the extent the amount is received or receivable in that year, depending upon the method regularly followed by the Resident Dissenter in computing income. Where the Resident Dissenter is a corporation, partnership or, subject to certain exceptions, a trust, the Resident Dissenter must include in income for a taxation year the amount of interest that accrues to it before the end of the taxation year, or becomes receivable or is received before the end of the year (to the extent not included in

income for a preceding taxation year). Resident Dissenters who are contemplating exercising their dissent rights should consult their own tax advisors.

No U.S. Legal Opinion or IRS Ruling

No legal opinion from U.S. legal counsel or ruling from the United States Internal Revenue Service has been requested, or will be obtained, regarding the U.S. federal income tax consequences of the Arrangement. Shareholders who are subject to U.S. taxation should consult with their own professional advisers with regard to the Arrangement's U.S. tax implications.

RIGHTS OF DISSENT

The following description of the rights of registered Shareholders to dissent and be paid fair value for their Common Shares is not a comprehensive statement of the procedures to be followed by a registered Shareholder and is qualified in its entirety by the reference to the full text of the Interim Order and Sections 237 to 247 of the BCA, copies of which are attached to this Circular as Schedules C and E, respectively. **A registered Shareholder who intends to exercise a right of dissent should carefully consider and comply with the provisions of Section 237 to 247 of the BCA, as modified by the Interim Order, and should seek independent legal advice.** Failure to comply with the provisions of those sections, as modified by the Interim Order, and to adhere to the procedures established therein may result in the loss of all rights thereunder. The Court on hearing the application for the Final Order has the discretion to alter the rights of dissent described herein based on the evidence presented at such hearing.

A Shareholder who intends to exercise its right of dissent must deliver a written objection to the Arrangement Resolution (a "Dissent Notice") to the registered office of the Company at 29th floor, 595 Burrard Street, Vancouver, British Columbia, V7Z 1J5, to be actually received by no later than 1:30 p.m. (Vancouver time) on November 20, 2017, and must not vote any Common Shares it holds in favour of the Arrangement Resolution. A Beneficial Shareholder who wishes to exercise its rights of dissent must arrange for the registered Shareholder holding its Common Shares to deliver the Dissent Notice. The Dissent Notice must contain all of the information specified in the Interim Order.

If the Arrangement Resolution is passed at the Meeting, the Company must send by registered mail to every Dissenting Shareholder, prior to the date set for the hearing of the Final Order, a notice (a "Notice of Intention") stating that, subject to receipt of the Final Order and satisfaction of the other conditions set out in the Arrangement Agreement, the Company intends to complete the Arrangement, and advising the Dissenting Shareholder that if the Dissenting Shareholder intends to proceed with its exercise of its rights of dissent it must deliver to the Company, within 14 days of the mailing of the Notice of Intention, a written statement containing the information specified by the Interim Order, together with the certificates representing the Common Shares it holds.

A Dissenting Shareholder delivering such a written statement may not withdraw from its dissent and, at the Effective Date, will be deemed to have transferred to the Company all of the Common Shares it holds. The Company will pay to each Dissenting Shareholder the amount agreed between the Company and the Dissenting Shareholder for its Common Shares. Either the Company or a Dissenting Shareholder may apply to the Court if no agreement on the terms of the sale of the Common Shares held by the Dissenting Shareholder has been reached and the Court may:

- (a) determine the fair value that the Common Shares had immediately before the passing of the Arrangement Resolution, excluding any appreciation or depreciation in anticipation of the Arrangement unless exclusion would be inequitable, or order that such fair value be established by arbitration or by reference to the Registrar, or a referee of the court;
- (b) join in the application each other Dissenting Shareholder which has not reached an agreement for the sale of its Common Shares to the Company; and

- (c) make consequential orders and give directions it considers appropriate.

If a Dissenting Shareholder fails to strictly comply with the requirements of its rights of dissent set out in the Interim Order, it will lose such rights, the Company will return to the Dissenting Shareholder the certificates representing the Common Shares that were delivered to the Company, if any, and, if the Arrangement is completed, that Dissenting Shareholder will be deemed to have participated in the Arrangement on the same terms as other Shareholders who did not exercise their rights of dissent.

If a Dissenting Shareholder strictly complies with the foregoing requirements but the Arrangement is not completed, then the Company will return to the Dissenting Shareholder the certificates delivered to the Company, if any, pursuant to its rights of dissent.

INFORMATION CONCERNING THE COMPANY AND THE SUBSIDIARIES

Current information concerning the Company is available on SEDAR at www.sedar.com; and the Company hereby expressly incorporates by reference herein (i) its financial statements for the fiscal years ended June 30, 2016 and 2017; (ii) its management discussion and analysis of such financial statements (MD&A); and (iii) all news releases and material change reports filed in the 12 months prior to the date of this Circular.

Each Subsidiary is a newly formed, private British Columbia company, wholly owned by the Company. Neither Subsidiary has carried on any business since the date of its incorporation.

The Company is, and after completion of the Arrangement will continue to be, an investment issuer listed on the TSX Venture Exchange. After completion of the Arrangement the Company will continue to follow its current business model.

ADDITIONAL INFORMATION

Additional information regarding the Company and its business activities is available on the SEDAR website located at www.sedar.com under “Company Profiles – Urban Select Capital Corporation”. The Company’s audited financial statements and management discussion and analysis (“MD&A”) for the financial years ended June 30, 2016 and June 30, 2017 are available for review under the Company’s profile on SEDAR. Shareholders may contact the Company to request copies of the financial statements and MD&A at Suite 300 – 1055 West Hastings Street, Vancouver, BC V6E 2E9 (Tel: 604-689-0618).

BOARD APPROVAL

The contents of this Management Information Circular have been approved and its mailing authorized by the directors of the Company.

DATED at Vancouver, British Columbia, the 16th day of October, 2017.

ON BEHALF OF THE BOARD

“Min Kuang”

Chief Executive Officer

SCHEDULE A

URBAN SELECT CAPITAL CORPORATION

ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT, AS A SPECIAL RESOLUTION:

1. The arrangement (the “Arrangement”) under section 288 of the *Business Corporations Act* (British Columbia) (the “BCBCA”) involving Urban Select Capital Corporation (“Urban Select”) and each of 1137182 B.C. Ltd. and 1137188 B.C. Ltd. (“Subsidiaries”), all as more particularly described and set forth in the Management Information Circular (the “Circular”) of Urban Select dated October 16, 2017 accompanying the notice of this meeting (as the Arrangement may be modified, supplemented or amended), is hereby authorized, approved and adopted.
2. The plan of arrangement, as it may be or has been amended (the “Plan of Arrangement”), involving Urban Select and the Subsidiaries, and implementing the Arrangement, the full text of which is set out in Schedule B to the Circular (as the Plan of Arrangement may be, or may have been, modified, supplemented or amended), is hereby approved and adopted.
3. The arrangement agreement (the “Arrangement Agreement”) between Urban Select and the Subsidiaries, dated October 11, 2017, the actions of the directors of Urban Select in approving the Arrangement, and the actions of the officers of Urban Select in executing and delivering the Arrangement Agreement and any amendments thereto, are hereby ratified and approved.
4. Urban Select is authorized to apply for a final order from the Supreme Court of British Columbia to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, amended, modified or supplemented and as described in the Circular).
5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the Shareholders of Urban Select or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Urban Select are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Urban Select:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.
6. Any director or officer of Urban Select is hereby authorized and directed for and on behalf of Urban Select to execute, whether under corporate seal of Urban Select or otherwise, and to deliver such documents as are necessary or desirable to give effect to the Arrangement.
7. Any director or officer of Urban Select is hereby authorized, for and on behalf and in the name of Urban Select, to execute and deliver, whether under corporate seal of Urban Select or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to the foregoing resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:
 - (a) all actions required to be taken by or on behalf of Urban Select, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Urban Select,such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE B

ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of the 12th day of October, 2017.

AMONG **URBAN SELECT CAPITAL CORPORATION**,
of 300 – 1055 West Hastings Street, Vancouver, British Columbia
 (“**Urban Select**”)

AND EACH OF: **1137182 B.C. LTD.** and **1137188 B.C. LTD.**
of 300 – 1055 West Hastings Street, Vancouver, British Columbia
 (each a “**Subsidiary**” and together the “**Subsidiaries**”)

WHEREAS the parties propose to undertake a plan of arrangement in accordance with the provisions of the British Columbia *Business Corporations Act*, and the terms of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement including the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, words and terms defined in the Circular will have the same meaning when used herein and, in addition, the following terms will have the following meanings:

“**Arrangement**” means the arrangement under the provisions of Section 288 of the BCA among Urban Select and the Subsidiaries on the terms and conditions set forth in the Plan of Arrangement or any amendment or variation thereto made in accordance with section 5.1 of this Agreement.

“**BCA**” means the British Columbia *Business Corporations Act*, as amended from time to time.

“**Business Day**” means any day, other than a Saturday or a Sunday, when Canadian chartered banks are open for business in the City of Vancouver.

“**Circular**” means the management information circular of Urban Select to be prepared and sent to Shareholders in connection with the Meeting, as may be amended from time to time.

“**Common Shares**” means the common shares without par value in the capital of Urban Select issued and outstanding immediately prior to the implementation of the Arrangement.

“**Court**” means the Supreme Court of British Columbia.

“**Effective Date**” means the date the Plan of Arrangement becomes effective.

“**Exchange**” means the TSX Venture Exchange.

“**Final Order**” means the final order of the Court approving the Arrangement.

“**Subsidiary Shares**” means the common shares without par value in the capital of a Subsidiary.

“**Interim Order**” means the order of the Court to be applied for as contemplated in section 3.3 hereof.

“**Meeting**” means the annual and special general meeting of Shareholders to be held on November 21, 2017 and any adjournment thereof to consider, among other matters, the Arrangement.

“**Plan of Arrangement**” means the plan of arrangement which is annexed as Exhibit 1 hereto and any amendment or variation thereto made in accordance with section 5.1 hereof.

“**Shareholders**” mean the holders of Common Shares.

1.2 Interpretation not Affected by Headings

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, and “hereunder” and similar expressions refer to this Agreement (including the exhibit hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Numbers, Et Cetera

Unless the context otherwise requires, words importing the singular number only will include the plural and vice versa, words importing the use of any gender will include both genders; and words importing persons will include firms, corporations, trusts and partnerships.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day at such place, unless otherwise agreed to.

1.5 Entire Agreement

This Agreement, together with the exhibit, schedules, agreements and other documents herein or therein referred to, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter hereof.

1.6 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Urban Select

Urban Select represents and warrants to and in favour of the Subsidiaries as follows:

- (a) Urban Select is a company duly organized and validly existing under the BCA and has the corporate power and authority to own, operate and lease its property and assets and to carry on its business as now being conducted by it, and it is duly registered, licensed or qualified to carry on business in each jurisdiction in which a material amount of its business is conducted or where the character of its properties and assets makes such registration, licensing or qualification necessary.
- (b) Urban Select has the corporate power and authority to enter into this Agreement and, subject to obtaining the requisite approvals contemplated hereby, to perform its obligations hereunder.
- (c) The authorized capital of Urban Select consists of an unlimited number of common shares without par value of which 40,903,000 Common Shares were issued and outstanding as at the date hereof.

- (d) No person holds any securities convertible or exchangeable into any shares of Urban Select or has any agreement, warrant, option or any right capable of becoming an agreement, warrant or option for the purchase of any unissued shares of Urban Select, except as disclosed in Urban Select's public disclosure documents as filed on SEDAR.
- (e) The execution and delivery of this Agreement by Urban Select and the completion of the transactions contemplated herein:
 - (i) do not and will not result in a breach of, or violate any term or provision of, the articles or other constating documents of Urban Select;
 - (ii) subject to receiving any consent as may be necessary under any agreement by which Urban Select is bound, do not and will not, as of the Effective Date, conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, license, permit or authority to which Urban Select, or to which any material asset of Urban Select or any of its subsidiaries is subject or result in the creation of any lien, charge or encumbrance upon any of the material assets of Urban Select or any of its subsidiaries under any such agreement or instrument, or give to any person any material interest or right, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, license, permit or authority; and
 - (iii) subject to receipt of necessary approvals of the Shareholders and the Court, do not and will not as of the Effective Date violate any provision of law or administrative regulation or any judicial or administrative award, judgment or decree applicable and known to Urban Select, after due inquiry, the breach of which would have a material adverse effect on Urban Select and its subsidiaries taken as a whole.
- (f) To the best of the knowledge of Urban Select after due inquiry, there are no actions, suits, proceedings or investigations commenced, contemplated or threatened against or affecting Urban Select or any subsidiary of Urban Select, at law or in equity, before or by any governmental department, commission, board, bureau, court, agency, arbitrator or instrumentality, domestic or foreign, of any kind nor, to the best of the knowledge of Urban Select, after due inquiry, are there any existing facts or conditions which may reasonably be expected, individually or in the aggregate, to be a proper basis for any actions, suits, proceedings or investigations, which in any case would prevent or hinder the consummation of the transactions contemplated by this Agreement, or the Plan of Arrangement, or which may reasonably be expected individually or in the aggregate to have a material adverse effect on the business, operations, properties, assets or affairs, financial or otherwise, of Urban Select and its subsidiaries, taken as a whole, either before or after the Effective Date.
- (g) The execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly approved by the Board of Directors and this Agreement has been duly executed and delivered by Urban Select and constitutes a valid and binding obligation of Urban Select enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (h) The information set forth in the Circular relating to Urban Select and the effect of the Arrangement is true, correct and complete in all material respects and does not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in the light of the circumstances in which they are made.

2.2 Representations and Warranties of the Subsidiaries

Each of the Subsidiaries represents and warrants to and in favour of Urban Select as follows:

- (a) Each is a company duly organized and validly existing under the BCA.
- (b) Each has the corporate power and authority to enter into this Agreement and, subject to obtaining the requisite approvals contemplated hereby, to perform its obligations hereunder.

- (c) The authorized capital of each Subsidiary consists of an unlimited number of common shares without par value, of which one Subsidiary Share is issued and outstanding as at the date hereof, which is held by Urban Select.
- (d) Except as contemplated by this Agreement, no person holds any securities convertible or exchangeable into any shares of the Subsidiary or has any agreement, warrant, option or any right capable of becoming an agreement, warrant or option for the purchase of any unissued shares of the Subsidiary.
- (e) The execution and delivery of this Agreement by each Subsidiary and the completion of the transactions contemplated herein:
 - (i) do not and will not result in the breach of, or violate any term or provision of, the articles of the Subsidiaries; and
 - (ii) do not and will not, as of the Effective Date, violate any provision of law or administrative regulation or any judicial or administrative award, judgment or decree applicable and known to a Subsidiary, after due inquiry, the breach of which would have a material adverse effect on such Subsidiary.
- (f) The execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly approved by the board of directors of each Subsidiary and this Agreement has been executed and delivered by each Subsidiary and constitutes a valid and binding obligation of each Subsidiary enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (g) Neither Subsidiary is engaged in any business nor is it a party to or bound by any contract, agreement, arrangement, instrument, license, permit or authority, other than this Agreement and any transaction or agreement necessary or incidental to the fulfilment of its obligations under this Agreement, nor does it have any liabilities, contingent or otherwise, except as provided in or permitted by this Agreement.

3. COVENANTS

3.1 Covenants of Urban Select

Urban Select hereby covenants and agrees with the Subsidiaries as follows:

- (a) Until the Effective Date, Urban Select will carry on its business in the ordinary course and will not enter into any transaction or incur any obligation or liability out of the ordinary course of its business, except as otherwise contemplated in this Agreement.
- (b) Except as otherwise contemplated in this Agreement, until the Effective Date, Urban Select will not merge with, amalgamate, consolidate or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which reasonably could be expected to, directly or indirectly, interfere or be inconsistent with the completion of the Arrangement.
- (c) Urban Select will, in a timely and expeditious manner, file the Circular in all jurisdictions where the Circular is required to be filed by Urban Select and mail the Circular to its Shareholders in accordance with the terms of the Interim Order and applicable law.
- (d) Urban Select will perform the obligations required to be performed by it hereunder and will do all such other acts and things as may be necessary or desirable in order to carry out and give effect to the transactions under the Arrangement as described in the Circular and, without limiting the generality of the foregoing, Urban Select shall use its reasonable best efforts to seek:
 - (i) the approval of the Shareholders required for the implementation of the Arrangement,
 - (ii) the continued listing of its Common Shares on the Exchange,

- (iii) the Final Order as provided for in section 3.3, and
 - (iv) such other consents, orders, rulings, approvals and assurances as counsel may advise are necessary or desirable for the implementation of the Arrangement, including those referred to in section 4.1.
- (e) Urban Select will convene the Meeting as soon as practicable and will solicit proxies to be voted at the Meeting in favour of the Arrangement and all other resolutions referred to in the Circular.
- (f) Urban Select will use its reasonable best efforts to cause each of the conditions precedent set out in section 4.1 to be complied with on or before the Effective Date.

3.2 Covenants of the Subsidiaries

Each of the Subsidiaries hereby covenants and agrees with Urban Select as follows:

- (a) Until the Effective Date, it will not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person, and perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the Arrangement or other transactions contemplated by this Agreement.
- (b) It will perform the obligations required to be performed by it, and will enter into all agreements required to be entered into by it, under this Agreement, the Plan of Arrangement and will do all such other acts and things as may be necessary or desirable in order to carry out and give effect to the Arrangement and related transactions as described in the Circular and, without limiting the generality of the foregoing, it will:
 - (i) seek and cooperate with Urban Select in seeking the Final Order as provided for in section 3.3; and
 - (ii) seek and cooperate with Urban Select in seeking such other consents, orders, rulings, approvals and assurances as counsel may advise are necessary or desirable for the implementation of the Arrangement, including those referred to in section 4.1.

3.3 Interim Order and Final Order

Each party covenants and agrees that it will, as soon as reasonably practicable, apply to the Court for the Interim Order providing for, among other things, the calling and holding of the Meeting for the purpose of, among other matters, considering and, if deemed advisable, approving the Arrangement and that, if the approval of the Arrangement by Shareholders as set forth in the Interim Order is obtained by Urban Select, as soon as practicable thereafter each party will take the necessary steps to submit the Arrangement to the Court and apply for the Final Order in such fashion as the Court may direct.

3.4 Non-Survival of Representations, Warranties and Covenants

The respective representations, warranties and covenants of Urban Select and the Subsidiaries contained herein will expire and be terminated and extinguished at and from the Effective Date, other than the covenants in sections 3.1(d) and 3.2(b) and no party will have any liability or further obligation to any party hereunder in respect of the respective representations, warranties and covenants thereafter, other than the covenants in sections 3.1(d) and 3.2(b).

4. CONDITIONS

4.1 Mutual Conditions Precedent

The respective obligations of each party hereto to complete the transactions contemplated by this Agreement will be subject to the satisfaction, on or before the Effective Date, of the following conditions, none of which may be waived by any party hereto in whole or in part:

- (a) The Arrangement, with or without amendment, will have been approved at the Meeting in accordance with the Interim Order.

- (b) The Interim Order and the Final Order will have been obtained in form and substance satisfactory to Urban Select and the Subsidiaries, acting reasonably.
- (c) No action will have been instituted and be continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of or damages on account of or relating to the Arrangement and no cease trading or similar order with respect to any securities of Urban Select or a Subsidiary will have been issued and remain outstanding.
- (d) All material regulatory requirements will have been complied with and all other material consents, agreements, orders and approvals, including regulatory and judicial approvals and orders, necessary for the completion of the transactions provided for in this Agreement or contemplated by the Circular will have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances.
- (e) None of the consents, orders, regulations or approvals contemplated herein will contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by Urban Select or a Subsidiary acting reasonably.
- (f) This Agreement will not have been terminated under Article 5.

4.2 Conditions to Obligations of Each Party

The obligation of each of Urban Select and the Subsidiaries to complete the transactions contemplated by this Agreement is further subject to the condition, which may be waived by any such party without prejudice to its right to rely on any other condition in favour of such party, that each and every one of the covenants of the other party hereto to be performed on or before the Effective Date pursuant to the terms of this Agreement will have been duly performed by such party and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of the other party hereto will be true and correct in all material respects as at the Effective Date, with the same effect as if such representations and warranties had been made at and as of such time, and each such party will have received a certificate, dated the Effective Date, of a senior officer of each other party confirming the same.

4.3 Merger of Conditions

The conditions set out in sections 4.1 and 4.2 will be conclusively deemed to have been satisfied, waived or released upon the parties effecting the Arrangement.

5. AMENDMENT AND TERMINATION

5.1 Amendment

This Agreement and the Plan of Arrangement may, at any time and from time to time before and after the holding of the Meeting but not later than the Effective Date, be amended in a manner not materially prejudicial to the Shareholders by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of the Shareholders for any reason whatsoever.

5.2 Termination

This Agreement may, at any time before or after the holding of the Meeting but no later than the Effective Date, be terminated by the Board of Directors without further notice to, or action on the part of, the Shareholders.

Without limiting the generality of the foregoing, Urban Select may terminate this Agreement:

- (a) In the event that any right of dissent is exercised pursuant to section 4.1 of the Plan of Arrangement by shareholders who hold 10% or more of the outstanding Common Shares and have not abandoned their right of dissent.

- (b) If prior to the Effective Date there is a material change in the business, operations, properties, assets, liabilities or condition, financial or otherwise, of Urban Select or either Subsidiary, or any change in general economic conditions, interest rates or any outbreak or material escalation in, or the cessation of, hostilities or any other calamity or crisis, or there should develop, occur or come into effect any occurrence which has a material effect on the financial markets of Canada and the Board of Directors determines in its sole judgment that it would be inadvisable in such circumstances for Urban Select to proceed with the Arrangement.

5.3 Effect of Termination

Upon the termination of this Agreement pursuant to section 5.2 hereof, no party will have any liability or further obligation to any other party hereunder.

6. GENERAL

6.1 Notices

All notices which may or are required to be given pursuant to any provision of this Agreement will be given or made in writing and will be deemed to be validly given if served personally or by electronic mail, in each case to the attention of the senior officer at the following addresses or at such other addresses as will be specified by the parties by like notice:

If to Urban Select:

300 – 1055 West Hastings Street
Vancouver, BC V6C 1Z7

Attention: CEO
Email: Min.Kuang@urbansselect.com

If to a Subsidiary:

300 – 1055 West Hastings Street
Vancouver, BC V6C 1Z7

Attention: President
Email: Min.Kuang@urbansselect.com

The date of receipt of any such notice will be deemed to be the date of delivery or transmission thereof.

6.2 Assignment

No party may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other parties hereto.

6.3 Binding Effect

This Agreement and the Arrangement will be binding upon and will enure to the benefit of the parties hereto and their respective successors and permitted assigns and, in the case of the Arrangement, will enure to the benefit of the Shareholders.

6.4 Waiver

Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting the same. Waivers may only be granted upon compliance with the terms governing amendments set forth in section 5.1 hereof, applied mutatis mutandis.

6.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and will be treated in all respects as a British Columbia contract.

6.6 Counterparts

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written.

Urban Select Capital Corporation

By its authorized signatory:

“signed”

1137182 B.C. Ltd.

By its authorized signatory:

“signed”

1137188 B.C. Ltd.

By its authorized signatory:

“signed”

**EXHIBIT 1
TO THE ARRANGEMENT AGREEMENT**

**PLAN OF ARRANGEMENT UNDER SECTION 288
OF THE *BRITISH COLUMBIA BUSINESS CORPORATIONS ACT***

1. INTERPRETATION

1.1 Definitions

In this Arrangement, unless there is something in the subject matter or context inconsistent therewith:

“**Arrangement**” means the arrangement proposed under the provisions of section 288 of the BCA on the terms set out in this Plan of Arrangement.

“**Arrangement Agreement**” means the agreement, dated as of October 12, 2017 among Urban Select and each of the Subsidiaries to which this Plan of Arrangement is attached as Exhibit 1, as the same may be amended from time to time.

“**BCA**” means the British Columbia *Business Corporations Act*, as amended from time to time.

“**Circular**” means the management information circular of Urban Select to be prepared and sent to the Shareholders in connection with the Meeting, as may be amended from time to time.

“**Common Shares**” means the common shares without par value in the capital of Urban Select.

“**Court**” means the Supreme Court of British Columbia.

“**Effective Date**” means the date the Plan of Arrangement becomes effective.

“**Exchange**” means the TSX Venture Exchange.

“**Final Order**” means the final order of the Court approving the Arrangement pursuant to the BCA.

“**Interim Order**” means the interim order to be obtained from the Court, providing for a special meeting of the Shareholders to consider and approve the Arrangement and for certain other procedural matters as well as for the issue of a notice of application for the Final Order.

“**Meeting**” means the annual and special meeting of Shareholders which will be held to consider, among other matters, the Arrangement, and any adjournment thereof.

“**Plan of Arrangement**” means this plan of arrangement, as it may be amended from time to time in accordance with section 5.1 of the Arrangement Agreement.

“**Shareholders**” means those persons who, as at the close of business on the Effective Date, are registered holders of Common Shares.

“**Subsidiaries**” means 11317182 B.C. Ltd. and 11317188 B.C. Ltd. together, both being companies incorporated under the BCA and each being a wholly owned subsidiary of Urban Select; and “**Subsidiary**” means either one of them.

“**Subsidiary Shares**” means the common shares without par value in the capital of a Subsidiary.

“**Subsidiary Working Capital**” means the sum of \$75,000.

“**Transfer Agent**” means Computershare Investor Services Inc.

“**Urban Select**” means Urban Select Capital Corp, a corporation incorporated under the BCA.

1.2 Extended Meanings

In this Plan of Arrangement, words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include individuals, partnerships, associations, firms, trusts, unincorporated organizations and corporations.

1.3 Currency

All references to currency herein are to lawful money of Canada unless otherwise specified herein.

2. ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to the provision of the Arrangement Agreement.

3. THE ARRANGEMENT

3.1 The Arrangement

On the Effective Date, the following will occur and be deemed to occur in the following order without further act or formality:

3.1.1 Urban Select will invest the sum of \$75,000 into each Subsidiary, as the Subsidiary's Working Capital.

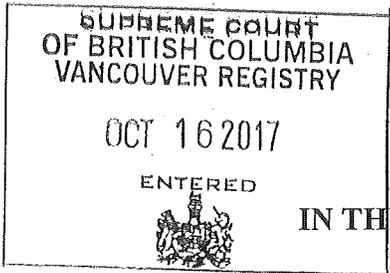
3.1.2 Each Subsidiary will then allot and issue to Urban Select an aggregate of 1,500,000 Subsidiary Shares, at the deemed issue price of \$0.05 per share.

4. RIGHT TO DISSENT

4.1 Right to Dissent

A Shareholder may exercise dissent rights ("Dissent Rights") conferred by the Interim Order in connection with the Arrangement in the manner set out in Section 238 of the BCA, as modified by the Interim Order, provided the Notice of Dissent is received by the Company by no later than 1:30 p.m. (Vancouver time) on that date being one day prior to the Meeting date. Without limiting the generality of the foregoing, Shareholders who duly exercise such Dissent Rights will be deemed to have transferred such Common Shares, as of the Effective Date, without any further act or formality, to Urban Select in consideration of their entitlement to be paid the fair value of the Common Shares under the Dissent Rights.

SCHEDULE C
INTERIM ORDER



No. *S179513*
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF PART 9, DIVISION 5, SECTION 291 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT AMONG
URBAN SELECT CAPITAL CORPORATION,
1137182 B.C. LTD. AND 1137188 B.C. LTD.

URBAN SELECT CAPITAL CORPORATION

PETITIONER

ORDER MADE AFTER APPLICATION
(INTERIM ORDER)

BEFORE MASTER TAYLOR)
) MONDAY THE 16TH
) DAY OF OCTOBER, 2017
)

ON THE APPLICATION of the Petitioner, Urban Select Capital Corporation (“Urban Select”) for an Interim Order pursuant to its notice of application filed on October 12, 2017, without notice and coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on October 16, 2017 and on hearing Zachary Ansley, counsel for the Petitioner and upon reading the notice of application herein and affidavit #1 of Min Kuang, sworn October 12, 2017, and filed herein;

THIS COURT ORDERS THAT:

THE MEETING

1. The Petitioner, Urban Select, is authorized and directed to call, hold and conduct a meeting (the “Meeting”) of the holders of record of common shares (“Common Shares”) of Urban Select (the “Shareholders”) to be held at Suite 2900 – 595 Burrard Street, Vancouver, British Columbia on November 21, 2017 at 10:00 a.m. (Pacific Daylight Time) or at such other time and location in Vancouver, British Columbia to be determined by Urban Select provided that the Shareholders have due notice of same.

2. At the Meeting, the Shareholders will, *inter alia*, consider, and if deemed advisable, approve one or more special resolutions as attached at Schedule A (the "Arrangement Resolution") adopting, with or without amendment, the arrangement (the "Arrangement") involving Urban Select and each of its subsidiaries - 1137182 B.C. Ltd. and 1137188 B.C. Ltd. (the "Subsidiaries") as set forth in the plan of arrangement (the "Plan of Arrangement"), a copy of which is attached as Exhibit "A" to the Affidavit #1 of Min Kuang, sworn October 12, 2017 and filed herein, and as Schedule "B" to the Information Circular (the "Information Circular"), which is also attached as Exhibit "B" to the Affidavit #1 of Min Kuang.
3. At the Meeting, Urban Select may also transact such further and other business as is contemplated by the Information Circular or as otherwise may be properly brought before the Meeting.
4. The Meeting will be called, held and conducted in accordance with the Notice of Annual and Special Meeting of Shareholders (the "Notice") to be delivered in substantially the form attached to and forming part of the Information Circular, and in accordance with the applicable provisions of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "BCA"), applicable securities laws, the terms of this Interim Order (the "Interim Order") and any further Order of this Court, the rulings and directions of the chairman of the Meeting, and, in accordance with the terms, restriction and conditions of the articles of Urban Select, including quorum requirements and all other matters. To the extent of any inconsistency or discrepancy between this Interim Order and the terms of any of the foregoing, this Interim Order will govern.

RECORD DATE FOR NOTICE

5. The record date for determining the Shareholders entitled to receive the Notice, the Information Circular with the proposed Interim Order and petition to the court attached, and a form of proxy or voting instruction form (together, the "Meeting Materials") is the close of business on October 10, 2017 (the "Record Date") as previously published by the Petitioner, or such other date as the directors of Urban Select may determine in accordance with the articles of Urban Select and the BCA and disclosed in the Meeting Materials.

NOTICE OF MEETING

6. The Meeting Materials, with such amendments or additional documents as counsel for Urban Select may advise are necessary or desirable, and that are not inconsistent with the terms of this Interim Order, will be sent at least 21 clear days before the date of the Meeting, excluding the date of mailing or delivery, to the Shareholders who are registered Shareholders on the Record Date and to beneficial Shareholders as of the Record Date, where applicable, by providing in accordance with National Instrument 54-101, the requisite number of copies of the Meeting Materials to intermediaries and registered nominees.
7. The Meeting Materials will be sent by prepaid ordinary mail addressed to each registered Shareholder at his or her address appearing in the records of Urban Select, or by delivery of same by personal delivery or courier service, or by electronic transmission to any such Shareholder who identifies himself or herself to the satisfaction of Urban Select and who requests or accepts such electronic transmission.
8. The Meeting Materials will be also sent by prepaid ordinary mail addressed to each Urban Select director and to Urban Select's auditor at his, her or its address as it appears on the records of Urban Select or by delivery of same by personal delivery or courier service, or by electronic transmission to any such director or auditor who identifies himself, herself or itself to the satisfaction of Urban Select and who requests or accepts such electronic transmission.
9. Substantial compliance with paragraphs 6 to 8 will constitute good and sufficient notice of the Meeting and delivery of the Meeting Materials.
10. The accidental failure or omission by Urban Select to give notice of the Meeting or non-receipt of such notice shall not constitute a breach of this Interim Order or a defect in the calling of the Meeting and shall not invalidate any resolution passed or taken at the Meeting provided that quorum requirements are met.
11. The Meeting Materials are hereby deemed to represent sufficient and adequate disclosure including for the purposes of section 290 of the BCA, and Urban Select shall not be

required to send to the Shareholders any other or additional information pursuant to section 290 of the BCA or otherwise.

DEEMED RECEIPT OF MEETING MATERIALS

12. The Meeting Materials and any amendments, modifications, updates or supplements thereto will be deemed, for the purposes of this Interim Order, to have been received:

- (a) in the case of mailing, at the time specified at section 6 of the BCA;
- (b) in the case of personal delivery, at the time of delivery;
- (c) in the case of courier delivery, one day after acceptance by the courier service;
- (d) in the case of a beneficial Shareholder, two days after delivery thereof to intermediaries or registered nominees; and
- (e) in the case of delivery by electronic transmission directly, the business day after such delivery or transmission of same.

13. Notice of any amendments, modifications, updates or supplements to any of the information provided in the Meeting Materials may be communicated, at any time prior to the Meeting, to the Shareholders by press release, news release, or newspaper advertisement, in which case such notice will be deemed to have been received at the time of publication, or by notice sent by any of the means set forth in paragraph 12, as determined to be the most appropriate method of communication by the Petitioner.

PERMITTED ATTENDEES

14. The persons entitled to attend the Meeting will be the registered Shareholders, the officers, directors, and advisors of Urban Select, the officers, directors and advisors of the Subsidiaries and such other persons who receive the consent of the Chairman of the Meeting.

VOTING AT THE MEETING

15. The only persons permitted to vote at the Meeting will be registered and beneficial Shareholders appearing on the records of Urban Select as of the close of business on the

Record Date and their valid proxy holders as described in the Information Circular and as determined by the Chairman of the Meeting upon consultation with the Scrutineer (as hereinafter defined) and legal counsel to Urban Select.

16. The required level of approval for the Arrangement Resolution will be not less than two-thirds of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting. Each Shareholder will be entitled to one vote in respect of the Arrangement Resolution for each Common Share owned of record as of the Record Date.
17. In all other respects, the terms, restrictions and conditions of the articles of Urban Select, including quorum requirements and other matters, will apply in respect of the Meeting.

ADJOURNMENT OF MEETING

18. If Urban Select deems advisable, and notwithstanding the provisions of the BCA or the articles of Urban Select, Urban Select is specifically authorized to adjourn or postpone the Meeting on one or more occasions without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement and without the need for approval of the Court, provided that the Shareholders have due notice given by means set out in paragraph 13 above prior to the time called for the start of the Meeting.
19. The Record Date for Shareholders entitled to notice of and to vote at the Meeting will not change in respect of adjournments or postponements of the Meeting.

AMENDMENTS

20. Urban Select is authorized to make such amendments, revisions or supplements to the Plan of Arrangement as it may determine, provided it has obtained any required consents under the Arrangement Agreement or otherwise, and the Plan of Arrangement as so amended, revised or supplemented will be the Plan of Arrangement which is submitted to the Meeting and which will thereby become the subject of the Arrangement Resolution.

SCRUTINEER

21. A representative of Computershare Investor Services Inc., or such other person as may be designated by Urban Select, will be authorized to act as scrutineer for the Meeting (the “Scrutineer”).

PROXY SOLICITATION

22. Urban Select is authorized to permit the Shareholders to vote by proxy using a form or forms of proxy that comply with the articles of Urban Select and the provisions of the BCA relating to the form and content of proxies, and Urban Select may in its discretion waive generally the time limits for deposit of proxies by the Shareholders if Urban Select deems it reasonable to do so.
23. The procedures for the use of proxies at the Meeting shall be as set out in the Meeting Materials.

DISSENT RIGHTS

24. Registered Shareholders will, as set out in the Plan of Arrangement, be permitted to dissent from the Arrangement Resolution in accordance with the dissent procedures set forth in Part 8 – Division 2 of the BCA, as modified by the terms of this Interim Order and the Plan of Arrangement, provided that the written notice (the “Dissent Notice”) setting forth the objection of such registered Shareholder to the Arrangement and exercise of Dissent Rights must be received by Urban Select not later than 5:00 p.m. (Vancouver time) on November 20, 2017, or one business days immediately preceding any date to which the Meeting may be postponed or adjourned at the following address: Owen Bird Law Corporation, 2900 – 595 Burrard Street, Vancouver BC, V7X 1J5, Attention: Jeffrey B. Lightfoot, fax no. 604 688-2827.
25. Notice to the Shareholders of their right of dissent with respect to the Arrangement Resolution and to receive, subject to the provisions of the BCA and the Plan of Arrangement, the fair value of their Common Shares, shall be given by including information with respect to this right in the Information Circular to be sent to Shareholders in accordance with this Order.

26. Neither Urban Select nor the Purchaser, nor any other person, will be required to recognize a Shareholder as a registered or beneficial shareholder of Common Shares at or after the time the Arrangement becomes effective, and at that effective time, the names of such registered Shareholders who have validly dissented will be deleted from the central securities register of Urban Select.

DELIVERY OF COURT MATERIALS

27. Urban Select will include in the Meeting Materials a copy of the Interim Order and the petition to the court for final order (the "Court Materials") and will make available to any Shareholders requesting same, a copy of each of the Application herein and the accompanying Affidavit #1 of Min Kuang.
28. Delivery of the Court Materials with the Meeting Materials in accordance with this Interim Order will constitute good and sufficient service or delivery of such Court Materials upon all persons who are entitled to receive the Court Materials pursuant to this Interim Order and no other form of service or delivery need be made and no other material need to be served on or delivered to such persons in respect of these proceedings.

FINAL APPROVAL HEARING

29. Upon the approval of the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Urban Select may apply for an order of this Court (i) approving the Plan of Arrangement pursuant to section 291(4)(a) of the BCA and (ii) determining that the Arrangement is fair and reasonable to the Shareholders pursuant to section 291(4)(c) of the BCA (collectively, the "Final Order") at **9:45 a.m. on November 24, 2017** or such later date as counsel for Urban Select may determine or be heard.
30. Any Shareholder, the Petitioner, the Purchaser or any other person has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order provided that such person or entity shall file a Response, in the form prescribed by the British Columbia *Supreme Court Civil Rules*, with this Court and deliver a copy of the filed Response together with a copy of all materials on which such person or entity intends to rely at the application for the Final Order, including an outline

of such person's or entity's proposed submissions to the solicitors for the Petitioner at Owen Bird Law Corporation, Barristers & Solicitors, 2900 – 595 Burrard Street, Vancouver, British Columbia, V7X 1J5, fax no. 604 632 4487, Attention: Jeffrey B. Lightfoot or Zachary J. Ansley, at or before 4:00 p.m. on November 23, 2017.

- 31. If the application for the Final Order is adjourned, only those persons who have filed and delivered a Response, in accordance with the preceding paragraph of this Interim Order, need to be served with notice of the adjourned date.
- 32. The Petitioner shall not be required to comply with Rules 8-1 and 16-1 of the *Supreme Court Civil Rules* in relation to the hearing for the Final Order approving the Plan of Arrangement, and any materials to be filed by Urban Select in support of the application for the Final Order may be filed up to two business days prior to the hearing of the application for the Final Order without further order of this Court.

VARIANCE

- 33. Urban Select is at liberty to apply to this Honourable Court to vary this Interim Order or for advice and direction with respect to the Plan of Arrangement or any of the matters related to this Interim Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for the Petitioner
Zachary J. Ansley



By the Court

Registrar



SCHEDULE A

THE ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. The arrangement (the "Arrangement") under section 288 of the *Business Corporations Act* (British Columbia) (the "BCBCA") involving Urban Select Capital Corporation ("Urban Select") and each of 1137182 B.C. Ltd. and 1137188 B.C. Ltd. ("Subsidiaries"), all as more particularly described and set forth in the Management Information Circular (the "Circular") of Urban Select dated October 16, 2017 accompanying the notice of this meeting (as the Arrangement may be modified, supplemented or amended), is hereby authorized, approved and adopted.
2. The plan of arrangement, as it may be or has been amended (the "Plan of Arrangement"), involving Urban Select and the Subsidiaries, and implementing the Arrangement, the full text of which is set out in Schedule B to the Circular (as the Plan of Arrangement may be, or may have been, modified, supplemented or amended), is hereby approved and adopted.
3. The arrangement agreement (the "Arrangement Agreement") between Urban Select and the Subsidiaries, dated October 12, 2017, the actions of the directors of Urban Select in approving the Arrangement, and the actions of the officers of Urban Select in executing and delivering the Arrangement Agreement and any amendments thereto, are hereby ratified and approved.
4. Urban Select is authorized to apply for a final order from the Supreme Court of British Columbia to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, amended, modified or supplemented and as described in the Circular).
5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the Shareholders of Urban Select or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Urban Select are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Urban Select:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.
6. Any director or officer of Urban Select is hereby authorized and directed for and on behalf of Urban Select to execute, whether under corporate seal of Urban Select or otherwise, and to deliver such documents as are necessary or desirable to give effect to the Arrangement.
7. Any director or officer of Urban Select is hereby authorized, for and on behalf and in the name of Urban Select, to execute and deliver, whether under corporate seal of Urban Select or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to the foregoing resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:
 - (a) all actions required to be taken by or on behalf of Urban Select, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Urban Select,such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE D

**PETITION FOR FINAL ORDER
AND FORM OF FINAL ORDER**



FORM 66 (RULES 16-1(2) AND 21-5(14))

No. **S-179513**
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF PART 9, DIVISION 5, SECTION 291 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT AMONG
URBAN SELECT CAPITAL CORPORATION,
1137182 B.C. LTD. AND 1137188 B.C. LTD.

URBAN SELECT CAPITAL CORPORATION

PETITIONER

Re: URBAN SELECT CAPITAL CORPORATION
c/o Owen Bird Law Corporation
2900-595 Burrard Street
Vancouver, BC V7X 1J5

PETITION TO THE COURT

ON NOTICE TO:

The application for the Interim Order as set out at paragraph 1(a) in Part of the Petition is without notice. Notice of the hearing for the Final Order as set out at paragraph 1(b) of the Petition will be pursuant to the Interim Order or as may be directed by the court.

This proceeding is brought for the relief set out in Part 1 below, by

[Check whichever one of the following boxes is correct and complete any required information.]

- the person(s) named as petitioner(s) in the style of proceedings above
-*[name(s)]*..... (the petitioner(s))

If you intend to respond to this petition, you or your lawyer must

- a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- b) serve on the petitioner(s)
 - i) 2 copies of the filed response to petition, and
 - ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to the petition within the time for response.

Time for response to the petition

A response to petition must be filed and served on the petitioner(s),

- a) if you were served with the petition anywhere in Canada, within 21 days after that service,
- b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- c) if you were served with the petition anywhere else, within 49 days after that service, or
- d) if the time for response has been set by order of the court, within that time.

(1)	The address of the registry is: Law Courts, 800 Smithe Street, Vancouver, BC V6Z 2E1
(2)	The ADDRESS FOR SERVICE of the petitioner(s) is: Owen Bird Law Corporation P.O. Box 49130 Three Bentall Centre 2900-595 Burrard Street Vancouver, BC V7X 1J5 (Attention: Jeffrey B. Lightfoot or Zachary J. Ansley) Fax number address for service (if any) of the petitioner(s): (604) 688-2827 E-mail address for service (if any) of the petitioner(s): zansley@owenbird.com
(3)	The name and office address of the petitioner's(s') lawyer is: Same as above

Part 1: ORDER(S) SOUGHT

1. The petitioner, Urban Select Capital Corporation (“**Urban Select**”) applies pursuant to sections 288 and 291 of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (“**BCA**”), Rules 16-1, 4-4, 4-5 and 2-1(2)(b) of the *Supreme Court Civil Rules* and the inherent jurisdiction of this court for:
 - a) an order in the form attached to this petition as Schedule “A” authorizing, *inter alia*, the procedures for approval of an arrangement under the BCA by the petitioner (the “**Interim Order**”);
 - b) an order approving the Arrangement as may be authorized, approved and agreed by a special resolution of Urban Select’s Shareholders made in accordance with the Interim Order; and
 - c) such further and other relief as this Honourable Court may deem just.

Parties to the Arrangement

1. Urban Select is incorporated under the BCA with a registered and records office located at 2900-595 Burrard Street, Vancouver, British Columbia V7X 1J5.
2. 1137182 B.C. Ltd. and 1137188 B.C. Ltd. are subsidiaries of Urban Select (the “**Subsidiaries**” or each a “**Subsidiary**”).
3. The Subsidiaries were incorporated by Urban Select for the sole purpose of undertaking the Arrangement (as defined below).

The Arrangement

4. Urban Select and the Subsidiaries entered into an arrangement agreement dated October 12, 2017 (the “**Arrangement Agreement**”) providing for an arrangement (the “**Arrangement**”) whereby Urban Select will invest the sum of \$75,000 into each Subsidiary as the Subsidiary’s working capital, and each Subsidiary will then allot and issue to Urban Select an aggregate of 1,500,000 common shares in the capital of the

Subsidiary's shares, at the deemed issue price of \$0.05 per share, by way of a plan of arrangement under the provisions of the BCA (the "**Plan of Arrangement**").

5. The details of the proposed Arrangement, including the rights of dissenting shareholders, are more particularly set out in the Plan of Arrangement, a copy of which is attached as Exhibit "A" to Affidavit #1 of Min Kuang sworn October 12, 2017 and filed herein and as Schedule "B" to the Information Circular (the "**Information Circular**") which is included in Exhibit "B" to Affidavit #1 of Min Kuang.

Fairness of the Arrangement

6. The Board of Directors of Urban Select has unanimously determined that the Arrangement is fair to the shareholders and in the best interest of Urban Select and the shareholders. In making the recommendation for approval of the Arrangement, the Board considered various factors and reasons as set out in the Information Circular that will be sent to shareholders.

Meeting

7. Urban Select intends to convene an annual and special meeting of Urban Select shareholders to be held at Suite 2900 – 595 Burrard Street, Vancouver, British Columbia on **November 21, 2017 at 10:00 a.m.** (Pacific Daylight Savings Time) or at such other time and location in Vancouver, British Columbia to be determined by Urban Select provided that the shareholders have due notice of same (the "**Meeting**") to consider, among other things:
 - a) the proposed Plan of Arrangement and special resolution approving the Plan of Arrangement; and
 - b) to transact such further or other business as may properly come before the Meeting or any adjournment or adjournments thereof.

8. The record date for the Meeting is October 10, 2017 (the “**Record Date**”). Shareholders as at the close of business on the Record Date will have the right to receive notice of and to vote at the Meeting.

Approval

9. Urban Select intends that if the Plan of Arrangement is approved and adopted, with or without variation, by a special resolution of the shareholders at the Meeting, and unless the Arrangement is terminated by the directors of Urban Select and subject to all other conditions to the completion of the Arrangement being met or waived, including the receipt of approval of this Honourable Court, the Arrangement will be implemented.

Creditor Impact

10. The Arrangement does not in any way represent a compromise, arrangement or settlement between Urban Select and its creditors.

Part 3: LEGAL BASIS

1. The Petitioner relies on:
 - a) Sections 288 and 291 of the BCA;
 - b) *Supreme Court Civil Rules*, Rules 2-1(2)(b), 4-4, 4-5, 8-1 and 16-1; and
 - c) the inherent jurisdiction of this Honourable Court.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Ming Kuang sworn October 12, 2017; and
2. Such further and other documentation as counsel for the Petitioner may advise and this Honourable Court may allow.

The petitioner estimates that the hearing of the application for the interim order as set out at paragraph 1(a) in the petition will take 5 minutes, and the application for the final order as set out at paragraph 1(b) in the petition will take 10 minutes.

Date: October 12, 2017



Signature of lawyer for petitioner
Zachary J. Ansley

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this petition

with the following variations and additional terms:

Date: _____

Signature of Judge Master

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF PART 9, DIVISION 5, SECTION 291 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57, AS AMENDED

AND

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URBAN SELECT CAPITAL CORPORATION

PETITIONER

ORDER MADE AFTER APPLICATION
(FINAL ORDER)

BEFORE THE HONOURABLE)
) FRIDAY THE 24TH
) DAY OF NOVEMBER, 2017
)

ON THE APPLICATION of the Petitioner, Urban Select Capital Corporation (“Urban Select”) coming on for hearing November 24, 2017 at 800 Smithe Street, Vancouver, British Columbia; and on hearing Zachary Ansley, counsel for the petitioner, and no one appearing on behalf of any holders of Urban Select common shares (“Urban Select Shareholders”), or any other interested party, although notice of this hearing was given to Urban Select Shareholders in accordance with the Interim Order made in these proceedings on October 16, 2017 (“Interim Order”); and upon reading the petition and the materials filed herein;

THIS COURT:

1. Orders that the Arrangement proposed by Urban Select as provided in the Plan of Arrangement, attached as schedule “A” to this Final Order, is hereby approved pursuant to the provisions of s. 291 of the *Business Corporations Act*, S.B.C. 2002, c. 57.

2. Declares that the Arrangement shall be binding on Urban Select and each of 1137182 B.C. Ltd. and 1137188 B.C. Ltd. (each a “Subsidiary”) as of the Effective Time as defined in the Plan of Arrangement.
3. Orders that the Petitioner or either Subsidiary is at liberty to apply to this Honourable Court to vary the Final Order, or for advice and directions with respect to the Plan of Arrangement or any of the matters related to the Interim Order or Final Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the Petitioner
Zachary J. Ansley

By the Court

Registrar

No. S179513
VANCOUVER REGISTRY

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URBAN SELECT CAPITAL CORPORATION

PETITIONER

ORDER MADE AFTER APPLICATION
(FINAL ORDER)

Zachary J. Ansley
Owen Bird Law Corporation
2900 – 595 Burrard Street,
Vancouver, B.C. V7X 1J5
(604) 691-7543
File No. 36258-0000

SCHEDULE E

DISSENT PROVISIONS OF THE *BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)*

DEFINITIONS AND APPLICATION

237 (1) In this Division:

“**dissenter**” means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

“**notice shares**” means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

“**payout value**” means,

- (a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,
- (b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement, or
- (c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

- (a) the court orders otherwise, or
- (b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

RIGHT TO DISSENT

238 (1) A shareholder of a company, whether or not the shareholder’s shares carry the right to vote, is entitled to dissent as follows:

- (a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;
- (b) under section 272, in respect of a resolution to adopt an amalgamation agreement;
- (c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;
- (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;
- (e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company’s undertaking;
- (f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
- (g) in respect of any other resolution, if dissent is authorized by the resolution;
- (h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

- (a) prepare a separate notice of dissent under section 242 for
 - (i) the shareholder, if the shareholder is dissenting on the shareholder’s own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder’s name and on whose behalf the shareholder is dissenting,

- (b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and
 - (c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.
- (3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must
- (a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and
 - (b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

WAIVER OF RIGHT TO DISSENT

- 239 (1)** A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.
- (2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must
- (a) provide to the company a separate waiver for
 - (i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and
 - (b) identify in each waiver the person on whose behalf the waiver is made.
- (3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to
- (a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and
 - (b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.
- (4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

NOTICE OF RESOLUTION

- 240 (1)** If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,
- (a) a copy of the proposed resolution, and
 - (b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.
- (2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

- (a) a copy of the proposed resolution, and
 - (b) a statement advising of the right to send a notice of dissent.
- (3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,
- (a) a copy of the resolution,
 - (b) a statement advising of the right to send a notice of dissent, and
 - (c) if the resolution has passed, notification of that fact and the date on which it was passed.
- (4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

NOTICE OF COURT ORDERS

- 241** If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent,
- (a) a copy of the entered order, and
 - (b) a statement advising of the right to send a notice of dissent.

NOTICE OF DISSENT

- 242 (1)** A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must,
- (a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least one (1) day before the date on which the resolution is to be passed or can be passed, as the case may be,
 - (b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or
 - (c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of
 - (i) the date on which the shareholder learns that the resolution was passed, and
 - (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.
- (2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must
- (a) send written notice of dissent to the company on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or
 - (b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.
- (3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company
- (a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or
 - (b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.
- (4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

- (a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;
 - (b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;
 - (c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and
 - (i) the name and address of the beneficial owner, and
 - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.
- (5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

NOTICE OF INTENTION TO PROCEED

- 243 (1)** A company that receives a notice of dissent under section 242 from a dissenter must,
- (a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
 - (i) the date on which the company forms the intention to proceed, and
 - (ii) the date on which the notice of dissent was received, or
 - (b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.
- (2) A notice sent under subsection (1) (a) or (b) of this section must
- (a) be dated not earlier than the date on which the notice is sent,
 - (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
 - (c) advise the dissenter of the manner in which dissent is to be completed under section 244.

COMPLETION OF DISSENT

- 244 (1)** A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,
- (a) a written statement that the dissenter requires the company to purchase all of the notice shares,
 - (b) the certificates, if any, representing the notice shares, and
 - (c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.
- (2) The written statement referred to in subsection (1) (c) must
- (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
 - (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

- (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) that dissent is being exercised in respect of all of those other shares.
- (3) After the dissenter has complied with subsection (1),
 - (a) the dissenter is deemed to have sold to the company the notice shares, and
 - (b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.
- (4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.
- (5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.
- (6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

PAYMENT FOR NOTICE SHARES

- 245 (1)** A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must
- (a) promptly pay that amount to the dissenter, or
 - (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.
- (2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may
- (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
 - (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and
 - (c) make consequential orders and give directions it considers appropriate.
- (3) Promptly after a determination of the payout value for notice shares has been made under subsection (2)
- (a) of this section, the company must
 - (a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or
 - (b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.
- (4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),
- (a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or
 - (b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the

company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

- (5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that
- (a) the company is insolvent, or
 - (b) the payment would render the company insolvent.

LOSS OF RIGHT TO DISSENT

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

- (a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;
- (b) the resolution in respect of which the notice of dissent was sent does not pass;
- (c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;
- (d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;
- (e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;
- (f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;
- (g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;
- (h) the notice of dissent is withdrawn with the written consent of the company;
- (i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

SHAREHOLDERS ENTITLED TO RETURN OF SHARES AND RIGHTS

247 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

- (a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,
- (b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and
- (c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

SCHEDULE F

AUDIT COMMITTEE CHARTER

(I) PURPOSE

The primary functions of the Audit Committee of China Select Capital Partners Corp. (the “Company”) are to fulfill its responsibilities in relation to reviewing the integrity of the Company’s financial statements, financial disclosures and internal controls over financial reporting; monitoring the system of internal control; monitoring the Company’s compliance with legal and regulatory requirements; selecting the external auditors for shareholder approval; and reviewing the qualifications, independence and performance of the external auditors.

(II) MEMBERSHIP AND ORGANIZATION

1. Composition - Subject to paragraph (II)(6), the Audit Committee shall consist of not less than three independent members of the Board. At the invitation of the Audit Committee, members of the Company’s management and others may attend Audit Committee meetings as the Audit Committee considers necessary or desirable.
2. Appointment and Removal of Audit Committee Members - Each member of the Audit Committee shall be appointed by the Board on an annual basis and shall serve at the pleasure of the Board, or until the earlier of (a) the close of the next annual meeting of shareholders of the Company at which the member’s term of office expires, (b) the death of the member or (c) the resignation, disqualification or removal of the member from the Audit Committee or from the Board. The Board may fill a vacancy in the membership of the Audit Committee.
3. Chair - At the time of the annual appointment of the members of the Audit Committee, the Board shall appoint a Chair of the Audit Committee. The Chair shall be a member of the Audit Committee, preside over all Audit Committee meetings, coordinate the Audit Committee’s compliance with this mandate, work with management to develop the Audit Committee’s annual work-plan and provide reports of the Audit Committee to the Board. The Chair may vote on any matter requiring a vote and shall provide a second vote in the case of a tie vote.
4. Independence - Subject to paragraph (II)(6), each member of the Audit Committee shall be an “independent” (as such term is used in National Instrument 52-110 - Audit Committees (“NI 52-110”).
5. Financial Literacy - Subject to paragraph (II)(6), members of the Audit Committee shall be financially literate or agree to become financially literate within a reasonable period of time following the member’s appointment. An individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company’s financial statements.
6. Venture Issuer - For so long as the Company is a “venture issuer” as defined in NI 52-110, it is not required to comply with the provisions of paragraph (II)(1) “Composition”, (II)(4) “Independence” or (II)(5) “Financial Literacy” above. In the event the Company cannot comply with all or a part of these provisions, then the Committee shall be comprised of not less than three members of the Board, a majority of whom are not officers or employees of the Company or a subsidiary of the Company.

(III) MEETINGS

1. Meetings - The members of the Audit Committee shall hold meetings as are required to carry out this mandate, and in any case no less than four meetings annually. The external auditors are entitled to attend and be heard at each Audit Committee meeting. The Chair, any member of the Audit Committee, the external auditors, the Chairman of the Board or the President and Chief Executive Officer may call a meeting of the Audit Committee. The Chair shall chair all Audit Committee meetings that he or she attends, and in the absence of the Chair, the members of the Audit Committee present may appoint a Chair from their number for a meeting.
2. Secretary and Minutes - The Corporate Secretary, his or her designate or any other person the Audit Committee requests, shall act as secretary at Audit Committee meetings. Minutes of Audit Committee meetings shall be recorded and maintained by the Corporate Secretary and subsequently presented to the Audit Committee for approval.
3. Quorum - A majority of the members of the Audit Committee shall constitute a quorum. If a quorum cannot be obtained for an Audit Committee meeting, members of the Board who would qualify as members of the Audit Committee may, at the request of the Chair or the Chairman of the Board, serve as members of the Audit Committee for that meeting.
4. Access to Management and Outside Advisors - The Audit Committee shall have unrestricted access to management and employees of the Company, and, from time to time may hold meetings with the external auditor, the Chief Financial Officer or the President and Chief Executive Officer. The Audit Committee shall have the authority to retain and terminate external legal counsel, consultants or other advisors to assist it in fulfilling its responsibilities and to set and pay the respective compensation for these advisors without consulting or obtaining the approval of the Board or any officer of the Company. The Company shall provide appropriate funding, as determined by the Audit Committee, for the services of these advisors.
5. Meetings Without Management - The Audit Committee shall hold unscheduled or regularly scheduled meetings, or portions of regularly scheduled meetings, at which management is not present.

(IV) FUNCTIONS AND RESPONSIBILITIES

The Audit Committee shall have the functions and responsibilities set out below as well as any other functions that are specifically delegated to the Audit Committee by the Board. In addition to these functions and responsibilities, the Audit Committee shall perform the duties required of an audit committee by applicable corporate securities laws, the binding requirements of the stock exchanges on which the securities of the Company are listed, and all other applicable laws.

1. Financial Reports
 - (a) General - The Audit Committee is responsible for reviewing the integrity of the Company's financial statements and financial disclosures. Management is responsible for the preparation, presentation and integrity of the Company's financial statements and financial disclosures and for the appropriateness of the accounting principles and the reporting policies used by the Company. The external auditors are responsible for auditing the Company's annual consolidated financial statements and, if requested by the Company, for reviewing the Company's unaudited interim financial statements.

- (b) Review of Annual Financial Reports - The Audit Committee shall review the annual consolidated audited financial statements of the Company, the external auditors' report thereon and the related management's discussion and analysis of the Company's financial condition and results of operation to determine whether they present fairly, in all material respects in accordance with Canadian generally accepted accounting principles, or any other generally accepted accounting principles in which the financial statements of the Company are prepared from time to time, the financial condition, results of operations and cash flows of the Company. After completing its review, if advisable, the Audit Committee shall approve and recommend for Board approval the annual financial statements and the related MD&A.
- (c) Review of Interim Financial Reports - The Audit Committee shall review the interim consolidated financial statements of the Company, the external auditors review report thereon, if applicable, and the related MD&A to determine whether they present fairly, in all material respects in accordance with GAAP, the financial condition, results of operations and cash flows of the Company. After completing its review, if advisable, the Audit Committee shall, if so authorized by the Board, approve the interim financial statements and the related MD&A, or if not authorized by the Board, then approve and recommend for Board approval.
- (d) Review Considerations - In conducting its review of the annual financial statements or the interim financial statements, the Audit Committee shall:
 - (i) meet with management and the external auditors to discuss the financial statements and MD&A;
 - (ii) review the disclosures in the financial statements;
 - (iii) review the audit report or review report prepared by the external auditors;
 - (iv) discuss with management, the external auditors and legal counsel, as requested, any litigation claim or other contingency that could have a material effect on the financial statements;
 - (v) review critical accounting and other significant estimates and judgements underlying the financial statements as presented by management;
 - (vi) review any material effects of regulatory accounting initiatives or off-balance sheet structures on the financial statements as presented by management;
 - (vii) review any material changes in accounting policies and any significant changes in accounting practices and their impact on the financial statements as presented by management;
 - (viii) review management's report on the effectiveness of internal controls over financial reporting;
 - (ix) review results of the Company's whistleblowing program; and
 - (x) review any other matters, related to the financial statements, that are brought forward by the external auditors, management or which are required to be communicated to the Audit Committee under accounting policies, auditing standards or applicable law.

2. Approval of Other Financial Disclosures - The Audit Committee shall review and, if advisable, approve and recommend for Board approval financial disclosure in a prospectus or other securities offering document of the Company, press releases disclosing financial results of the Company and any other material financial disclosure, including in Management Information Circulars and Annual Information Forms.
3. External Auditors
 - (a) General -The Audit Committee shall be responsible for oversight of the work of the external auditors in auditing and reviewing the Company's financial statements and internal controls over financial reporting.
 - (b) Appointment and Compensation - The Audit Committee shall review and, if advisable, select and recommend (i) for shareholder approval, the appointment of the external auditors and (ii) for shareholder or Board approval, as applicable, the compensation of the external auditors.
 - (c) Annual Review Report - At least annually, the Audit Committee shall obtain and review a report by the external auditors describing: (i) their internal quality-control procedures and (ii) any material issues raised by their most recent internal quality-control review, peer review or by any inquiry or investigation by governmental or professional authorities within the preceding five years respecting one or more independent audits carried out by the external auditors and any steps taken to deal with any of these issues.
 - (d) Audit Plan - At least annually, the Audit Committee shall review a summary of the external auditors' annual audit plan. The Audit Committee shall consider and review with the external auditors any material changes to the scope of the plan.
 - (e) Quarterly Review Report - If the external auditors review the Company's unaudited interim financial statements, then the Audit Committee shall review a quarterly review report prepared by the external auditors in respect of each of the interim financial statements of the Company.
 - (f) Independence of External Auditors - At least annually, and before the external auditors issue their report on the annual financial statements, the Audit Committee shall obtain from the external auditors a formal written statement describing all relationships between the external auditors and the Company, discuss with the external auditors any disclosed relationships or services that may affect the objectivity and independence of the external auditors, and obtain written confirmation from the external auditors that they are objective and independent within the meaning of the Rules of Professional Conduct/Code of Ethics adopted by the provincial institute or order of chartered accountants to which it belongs.
 - (g) Evaluation and Rotation of Lead Partner - At least annually, the Audit Committee shall review the qualifications and performance of the lead partners of the external auditors. The Audit Committee shall obtain a report from the external auditors annually verifying that the lead partner of the external auditors has served in that capacity for no more than five fiscal years of the Company and that the engagement team collectively possesses the experience and competence to perform an appropriate audit.
 - (h) Pre-Approval of Non-Audit Services - The Audit Committee shall pre-approve any retainer of the external auditors for any non-audit service to the Company in accordance with applicable law and Board approved policies and procedures. The Audit Committee may delegate pre-approval authority to a member of the Audit Committee. The decisions of any

member of the Audit Committee to whom this authority has been delegated must be presented to the full Audit Committee at its next scheduled Audit Committee meeting.

- (i) Hiring Practices - The Audit Committee shall review and approve guidelines regarding the hiring of employees or former employees of the external auditors.

4. Internal Controls

- (a) General - The Audit Committee shall monitor the system of internal control.
- (b) Establishment, Review and Approval - The Audit Committee shall require management to implement and maintain appropriate systems of internal control in accordance with applicable laws, regulations and guidance, including internal control over financial reporting and disclosure and to review, evaluate and approve these procedures. At least annually, the Audit Committee shall consider and review with management and the external auditors:
 - (i) the effectiveness of, or weaknesses or deficiencies in: the design or operation of the Company's internal controls (including computerized information system controls and security); the overall control environment for managing business risks; and accounting, financial and disclosure controls (including, without limitation, controls over financial reporting), non financial controls, and legal and regulatory controls and the impact of any identified weaknesses in internal controls on management's conclusions.
 - (ii) any significant changes in internal control over financial reporting that are disclosed, or
 - (iii) considered for disclosure, including those in the Company's periodic regulatory filings;
 - (iv) any material issues raised by any inquiry or investigation by the Company's regulators;
 - (v) any related significant issues and recommendations of the external auditors together with management's responses thereto, including the timetable for implementation of recommendations to correct weaknesses in internal controls over financial reporting and disclosure controls.

5. Whistleblowing Procedures - The Audit Committee shall review and approve the establishment by management of procedures for the receipt, retention and treatment of complaints received by the Company from employees or others, regarding accounting, internal accounting controls, or auditing matters.

6. Succession Planning - In consultation with the Board, the Audit Committee shall review succession plans for the Chief Financial Officer and the Chief Accountant or Controller of the Company. The Audit Committee shall review candidates for the position of Chief Financial Officer of the Company and make recommendations to the Board with respect to the appointment of a Chief Financial Officer.

7. Adverse Investments and Transactions - The Audit Committee shall review any investments and transactions that could adversely affect the well-being of the Company.

8. Audit Committee Disclosure - The Audit Committee shall review and approve any audit committee disclosures required by securities regulators in the Company's disclosure documents.
9. Assessment of Regulatory Compliance - The Audit Committee shall review management's assessment of compliance with laws and regulations as they pertain to responsibilities under this mandate, report its findings to the Board and recommend changes it considers appropriate.
10. Delegation - The Audit Committee may designate a sub-committee to review any matter within this mandate as the Audit Committee deems appropriate.

(V) REPORTING TO THE BOARD

The Chair shall report to the Board, as required by applicable law or as deemed necessary by the Audit Committee or as requested by the Board, on matters arising at Audit Committee meetings and, where applicable, shall present the Audit Committee's recommendation to the Board for its approval.