

## FORM 9

### **NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES** **(or securities convertible or exchangeable into listed securities)**

Please complete the following:

Name of Listed Issuer: Imagination Park Entertainment Inc. (the "Issuer")

Trading Symbol: IP

Date: October 4, 2016

Is this an updating or amending Notice:  Yes  No

If yes provide date(s) of prior Notices: \_\_\_\_\_

Issued and Outstanding Securities of Issuer Prior to Issuance: 36,319,214

Date of News Release Announcing Private Placement: N/A

Closing Market Price on Day Preceding the Issuance of the News Release: N/A

**1. Private Placement (if shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition), proceed to Part 2 of this form)**

Full Name & Residential Address of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$)	Conversion Price (if Applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed	Payment Date	Describe relationship to Issuer
N/A							

1. Total amount of funds to be raised:  
N/A
2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material. N/A
3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: N/A
4. If securities are issued in forgiveness of indebtedness, provide details and attach the debt agreement(s) or other documentation evidencing the debt and the agreement to exchange the debt for securities. A debt conversion agreement was entered between the Issuer and Now-Tie Investments Inc. to convert an accounts payable of \$37,800 into 378,000 common shares in the capital of the Issuer.
5. Description of securities to be issued:
  - (a) Class Common Shares.
  - (b) Number 378,000
  - (c) Price per security deemed price of \$0.10
  - (d) Voting rights Yes, one common share has one vote
6. Provide the following information if Warrants, (options) or other convertible securities are to be issued:
  - (a) Number  
N/A
  - (b) Number of securities eligible to be purchased on exercise of Warrants (or options)  
N/A
  - (c) Exercise price N/A
  - (d) Expiry date N/A
7. Provide the following information if debt securities are to be issued: N/A
  - (a) Aggregate principal amount \_\_\_\_\_ .

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**FORM 9 – NOTICE OF PROPOSED ISSUANCE OF  
LISTED SECURITIES**

January 2015  
Page 2

- (b) Maturity date \_\_\_\_\_ .
- (c) Interest rate \_\_\_\_\_ .
- (d) Conversion terms \_\_\_\_\_ .
- (e) Default provisions \_\_\_\_\_ .
8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.):
- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer):  
N/A
- (b) Cash N/A
- (c) Securities N/A
- (d) Other N/A
- (e) Expiry date of any options, warrants etc. N/A
- (f) Exercise price of any options, warrants etc. N/A
9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship. N/A
10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.).  
N/A
11. State whether the private placement will result in a change of control.  
N/A
12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. N/A

13. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by National Instrument 45-102.

**2. Acquisition – N/A**

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: \_\_\_\_\_  
\_\_\_\_\_ .

2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material: \_\_\_\_\_  
\_\_\_\_\_ .

3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:

(a) Total aggregate consideration in Canadian dollars: \_\_\_\_\_ .

(b) Cash: \_\_\_\_\_ .

(c) Securities (including options, warrants etc.) and dollar value: \_\_\_\_\_  
\_\_\_\_\_ .

(d) Other: \_\_\_\_\_ .

(e) Expiry date of options, warrants, etc. if any: \_\_\_\_\_ .

(f) Exercise price of options, warrants, etc. if any: \_\_\_\_\_ .

(g) Work commitments: \_\_\_\_\_ .

4. State how the purchase or sale price was determined (e.g. arm’s-length negotiation, independent committee of the Board, third party valuation etc).

5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: \_\_\_\_\_  
\_\_\_\_\_ .

6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:

Name of Party (If not an individual, name all insiders of the Party)	Number and Type of Securities to be Issued	Dollar value per Security (CDN\$)	Conversion price (if applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed by Party	Describe relationship to Issuer <sup>(1)</sup>

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: \_\_\_\_\_

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.):

(a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): \_\_\_\_\_

(b) Cash \_\_\_\_\_

(c) Securities \_\_\_\_\_

(d) Other \_\_\_\_\_

(e) Expiry date of any options, warrants etc. \_\_\_\_\_

(f) Exercise price of any options, warrants etc. \_\_\_\_\_

9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship. \_\_\_\_\_

**FORM 9 – NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES**

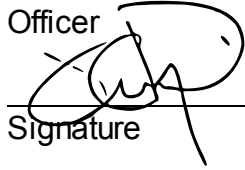
10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. \_\_\_\_\_

## Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.
3. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CSE Policy 1).
4. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated October 4, 2016.

Kelsey Chin  
Name of Director or Senior  
Officer  
  
Signature  
Chief Financial Officer  
Official Capacity

**THIS DEBT SETTLEMENT AGREEMENT** (the “**Agreement**”) made as of the 30<sup>th</sup> day of September, 2016.

**BETWEEN:**

**Imagination Park Entertainment Inc.**, of Suite 1108, 1238 Seymour Street, Vancouver, British Columbia, V6B 3N6.

(hereinafter called the “**Debtor**”)

**OF THE FIRST PART**

**AND:**

**Bow-Tie Investments**, of #11660 Glenhurst St., Maple Ridge, BC V2X 2K6.

(hereinafter called the “**Creditor**”)

**OF THE SECOND PART**

**WHEREAS:**

- A. As at the date hereof, the Debtor is indebted to the Creditor in the amount of **\$37,800** (the “**Debt**”);
- B. The Debtor wishes to issue to the Creditor **378,000** common shares (the “**Shares**”) in the capital stock of the Debtor at a deemed price of **\$0.10** per share; and
- C. The Creditor wishes to accept the said Shares in full satisfaction of the Debt.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

- 1. The Creditor hereby agrees to accept from the Debtor the Shares in full satisfaction of the Debt.
- 2. The Creditor hereby agrees that upon the issuance to it of the Shares, the Creditor releases and forever discharges the Debtor, its successors and assigns from all manner of actions, suits, debts due, accounts, bonds, contracts, claims and demands whatsoever which against the Debtor it ever had, now has, or which its successors or assigns or any of them hereafter may have by reason of the Debtor’s indebtedness to the Creditor.
- 3. Any Shares issued pursuant to this Agreement shall be subject to a four month hold period pursuant to National Instrument 45-102.
- 4. The Creditor shall complete any filings required by the securities laws of Canada and the United States relating to the issuance of the Shares.
- 5. The Creditor represents and warrants that:
  - (a) the issuance of the Shares complies with the laws of British Columbia. The Creditor agrees to indemnify and hold the Debtor harmless from any present or future breach of the laws of British Columbia resulting from the issuance or resale of the Shares;



- (b) The Creditor is duly incorporated, validly existing and in good standing under the laws of British Columbia; and
- (c) The Creditor has full corporate power and capacity to enter into this Agreement and all necessary corporate acts have been performed in order to authorize this Agreement.

6. This Agreement and the rights of the Creditor under it may not be sold, conveyed or otherwise assigned by the Creditor without the prior written consent of the Debtor first having been obtained, which consent shall not be unreasonably withheld.

7. No right of a party hereto shall be prejudiced by events beyond a party's reasonable control including, without limiting the generality of the foregoing, pressures or delays from outside parties, labour disputes, the exigencies of nature, governments, regulatory authorities and acts of God, but excluding the want of funds. All times herein provided for shall be extended by the period necessary to cure any such event and the party affected shall use all reasonable means to do so promptly.

8. This Agreement shall be governed by and be construed in accordance with the laws of British Columbia. The courts of British Columbia shall have sole jurisdiction to hear and determine all manner of disputes and claims arising out of or in any way connected with the construction, breach or alleged, threatened or anticipated breach of this Agreement and determine all questions as to the validity, existence or enforceability thereof.

9. All monetary amounts herein are in the lawful money of Canada.

10. Time shall be of the essence of this Agreement.

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

12. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first above written.

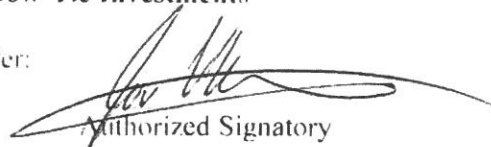
**Imagination Park Entertainment Inc.**

Per:

  
Authorized Signatory

**Bow-Tie Investments**

Per:

  
Authorized Signatory