

THIS JOINT VENTURE AGREEMENT (the "Agreement") made as of the 1st day of June, 2016.

BETWEEN:

IMAGINATION PARK ENTERTAINMENT INC., a Company duly incorporated under the laws of the Province of British Columbia, Canada, with its head office located at 11720 Dunford Road, Richmond, British Columbia, Canada V7E 5T3

("IP")

OF THE FIRST PART

AND:

JUSTIN TAGG, Writer, of

("Justin")

OF THE SECOND PART

WHEREAS:

- A. Justin is the author and owner of a certain original treatment, and short film (herein "POC") presently entitled **MOUSE X**, together with all plots, themes, titles, subtitles, characters, characterizations, character names, dialogue, descriptions, translations, sequences, and other versions, including all copyrights and other intellectual property rights in all of the foregoing, hereinafter collectively referred to as the "Property".
- B. IP will spend money on a story editor and concept art as needed and shop the Property to studios and financiers.
- C. The parties wish to form this joint venture (the "Venture") to better facilitate the future exploitation of the Property as a full-length feature film with the possibility of sequels and ancillary merchandising opportunities.

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PARTIES' RESPECTIVE CONTRIBUTIONS TOWARDS THE VENTURE

- 1. Justin warrants and represents that he owns all right, title and interest to the Property and has the unconditional ability to grant rights to the Venture as contemplated in this Agreement.
- 2. Justin hereby irrevocably grants, sells, transfers, assigns, conveys, and sets over to the Venture, exclusively and in perpetuity, all right, title and interest in and to the Property (the "Grant of Rights").
- 3. Accordingly, the parties agree that they each have an equal and undivided interest in the Venture in every respect, at law and in equity.

FUTURE ACTIVITIES RESPECTING THE PROPERTY

- 4. The out-of-pocket costs for story editing, concept art and shopping shall be no more than FIFTEEN THOUSAND CANADIAN DOLLARS (\$15,000 CAD) (the "Costs"). The parties agree that any proceeds received by the Venture or from exploitation of the Property, whether in the form of investment capital or revenue, shall firstly be used to repay and reimburse IP for the Trailer Costs based on actual expenses paid. IP shall pay Justin the sum of \$1800 CDN upon signing of this contract.

5. The parties agree that Justin shall be: (a) the writer of the screenplay based on the Property; and (b) the director of the feature film based on the Property. If for any reason a studio or financier refuses to allow Justin to direct, then Justin shall become a producer on the project in the same position as the Producer with commensurate wages.
6. Justin's remuneration as writer and director shall be based on industry standards prevailing at the time that the screenplay and the feature film are respectively green-lighted, having regard to the final approved budget of the feature film. Justin's remuneration shall not be lower than the minimums prescribed by the Writers' Guild of Canada and the Directors' Guild of Canada respectively.
7. The parties agree that IP or its assignees shall be the producer of the feature film based on the Property and of any Derivative Works. If for any reason a studio or financier refuses to allow IP to produce, then IP shall be paid a kill fee that will be negotiated in good faith.
8. IP's remuneration as producer shall be based on industry standards prevailing at the time that the feature film is green-lighted, having regard to the final approved budget of the feature film.
9. All efforts of the parties under this Agreement are for the exclusive benefit of the Venture (and not for themselves independently), and all efforts of either party in furtherance of this Agreement or related to the Property in any way that results in works that give rise to copyright (or other intellectual property rights) shall be rendered and assigned to the Venture as "works made for hire" under "contracts of service".
10. The parties shall have equal benefit from all other exploitations related to the Property, including but not limited to licensed clothing, games, toys, electronics, computer programs, interactive products and services, printed materials, amusements, fan clubs, theme parks, web sites, sound recordings, books, plays and other merchandise or services. IP shall be able to sign any agreement with a studio or financier unilaterally providing that Justin is Director and receives DGC minimums and Writer and receives WGC minimums.
11. All future business deals respecting the Property shall be entered into only by the Venture. If any alienation of ownership or control of the Property to a third party (in whole or in part) is necessary to further the intent of this Agreement, the parties agree to alienate its share of the Property and in the Venture equally.
12. Justin agrees to deliver to the Venture: (a) a copy of the Mouse X short film downloadable to IP; and (b) a finished script (the "Finished Script") for the feature film based on the Property on or before July 1st, 2016 (the "Delivery Date"), with time being of the essence.
15. Notwithstanding any provision herein to the contrary, If Justin does not deliver:
 - (a) the downloadable short of Mouse X; or
 - (b) the Finished Script;to the Venture on or before the Delivery Date, Justin shall forthwith deliver all materials then "in progress" related to the Final Cut and the Finished Script to IP.

With regard to the Finished Script, IP shall also be authorized to retain third parties of IP's choice to finish

the Script on behalf of the Venture, and all costs relating to third parties so retained to complete the Script will be paid from the budgeted writer's fee and therefore reduce the writer's fee paid to Justin.

13. Justin's Future Projects. Justin agrees to use best efforts to involve IP as a producer in Justin's next media and entertainment project that has a budget over \$500,000 CAD.

GENERAL PROVISIONS

14. Entire Agreement. This Agreement and its exhibits embody the entire agreement and supersede any oral or written terms not specifically set forth on this memo or its attachments. This Agreement may not be altered, modified, changed, rescinded or terminated in any way except as provided herein or by an instrument in writing signed by the parties hereto.
15. Other Instruments. The parties shall do such additional acts and execute and deliver such further documents as may be requisite to give full effect to the terms of this Agreement.
16. No Partnership. The parties agree that nothing in this Agreement shall be construed so as to make them partners nor to create an employer/employee relationship or render either of them liable for the debts and obligations of the other.
17. Independent Legal Advice. Each of the parties acknowledges and agrees that it has been independently represented and advised by legal counsel considering the interpretation and legal effects of this matter as detailed above or have voluntarily chosen not to do so and waived such right prior to signing this Agreement.
18. Governing Law. This Agreement will be governed by and interpreted by the laws of the Province of British Columbia and the laws of Canada applicable herein.
19. Severability. The invalidity of any particular portion, section or paragraph of this Agreement shall not affect the validity of any other provision herein and, in such event, such invalid provision shall be severable from this Agreement and the remainder of this Agreement shall be construed as if such invalid provision was omitted.
20. No Waiver. No waiver by any party of any breach of any covenant, representation, warranty, proviso, condition or stipulation herein contained whether express or implied or negative or positive in form by any other party hereto shall have any effect or be binding upon any party hereto unless same shall be in writing and under the authority of such party, and any waiver whatsoever shall extend only to the particular breach so waived, and shall not limit or affect the right of any party with respect to any other or further breach.
21. Assignment. This Agreement is non-assignable by Justin. This Agreement shall enure to the benefit of IP, its successors, assignees, licensees and grantees and associated, affiliated and subsidiary companies. IP may freely assign, license or otherwise transfer this Agreement, in whole or in part, and any or all of its rights hereunder to any person or entity. IP shall provide Justin with reasonable notice of any assignment hereunder.
22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. Transmission by facsimile or scan and e-mail shall be accepted as valid.

23. Dispute Resolution. If a dispute arises relating to either party's rights or obligations under this Agreement and the parties are unable to resolve the dispute in the ordinary course of business, then within TEN (10) DAYS following the written request of either party (which will describe the nature of the dispute and other relevant information), the parties shall refer the matter to Neil Blomkamp, who shall act as the sole arbitrator of the dispute. If Neil Blomkamp is unavailable or unable to resolve the dispute, either party may refer the matter to mediation, to be conducted in Vancouver, British Columbia, within two weeks after the matter was referred to mediation, before a mutually agreed upon mediator, or failing mutual agreement, before a mediator appointed by the British Columbia International Commercial Arbitration Centre ("BCICAC"), in either case under the mediation rules of the BCICAC. If mediation fails to bring about a resolution to the dispute, either party shall be free to pursue any remedy it shall have under this Agreement or at law or in equity.
24. Binding Effect. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the date first above-written.

WITNESS:)	
)	
_____)	IMAGINATION PARK ENTERTAINMENT INC.
Witness Signature)	By its authorized signatory:
_____)	
Address)	/s/ GABRIEL NAPORA
_____)	_____
)	GABRIEL NAPORA
Occupation)	
)	
WITNESS:)	
)	
_____)	
Witness Signature)	
_____)	
Address)	/s/ JUSTIN TAGG
_____)	_____
)	JUSTIN TAGG
Occupation)	
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