CREDIT AGREEMENT

THIS AGREEMENT dated for reference this 15th day of December, 2015, is between:

NU2U RESOURCES CORP., a British Columbia company, having its registered and records office at Suite 615, 800 West Pender Street, Vancouver, British Columbia, V6C 2V6

(the "**Lender**")

AND:

MOBIO TECHNOLOGIES INC., a British Columbia company, having its registered and records office at Suite 2200, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8

(the "**Borrower**")

BACKGROUND

A. The Borrower is the controlling shareholder and operator of Strutta and TYM; and

B. To facilitate the continued growth and business operations of Strutta and TYM, as well as fund the general working capital purposes of the Borrower, the Lender has agreed to lend to the Borrower and the Borrower has agreed to borrow from the Lender the aggregate principal amount of $375,000 on the terms and subject to the conditions of this agreement (the "**Agreement**").

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. **Definitions.** In this Agreement:

   (a) "**099**" means 0991176 B.C. Ltd.

   (b) "**858**" means 8585466 Canada Corp., a wholly-owned subsidiary of TYM;

   (c) "**Advance**" means the advance of $375,000 under the Facility hereunder;

   (d) "**Borrower**" means Mobio Technologies Inc.;

   (e) "**Business Day**" means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia;

   (f) "**Change of Control**" means the acquisition by any Person of ownership of or control or direction over, directly or indirectly, 20% or more of the outstanding voting securities of the Borrower, TYM, Strutta, 858, or EP, as the case may be, by any Person other than the Lender, or a Person controlled by, connected to, or affiliated with the Lender;

(g) "**Closing Date**" means December 15, 2015 or such other date as may be agreed upon in writing by the parties hereto;

(h) "**Consolidation**" has the meaning set forth in subsection 8(b) below

(i) "**Constating Documents**" means with respect to the Borrower, Strutta, and TYM, its articles of incorporation, amalgamation or continuance or other similar documents and its by-laws or articles;

(j) **"Convertible Promissory Note"** has the meaning set forth in subsection 6(a) below;

(k) "**Default**" means an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) be an Event of Default;

(l) "**EP**" means Emerging Pictures Corp., a wholly-owned subsidiary of TYM;

(m) "**Exchange**" means the TSX Venture Exchange and each successor thereto;

(n) "**Event of Default**" has the meaning set forth in Section 12 below;

(o) "**Facility**" means the credit facility granted by the Lender to the Borrower in the aggregate principal amount of CAD$375,000 pursuant to this Agreement;

(p) "**Facility Documents**" means this Agreement, the Security Documents and all other agreements, certificates, instruments and other documents delivered or to be delivered by the Borrower hereunder or thereunder, each as amended, modified, supplemented, restated or replaced from time to time;

(q) "**Governmental Authority**" means the government, parliament or legislature of Canada or any other nation, or of any political subdivision thereof, whether provincial, state, municipal or local, and any agency, authority, instrumentality, ministry, tribunal, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government in Canada or any other nation;

(r) "**HSBC**" means HSBC Bank of Canada;

(s) "**HSBC Financing Statement**" has the meaning set forth in Section 1(aa)(ii) below;

(t) "**IFRS**" means international financial reporting standards in effect from time to time as published by the International Accounting Standards Board and adopted by the Accounting Standards Board of the Canadian Institute of Chartered Accountants, or any successor body, consistently applied;

(u) "**Indebtedness**" means:

(i) all indebtedness for borrowed money and all obligations whether or not evidenced by notes, bonds, debentures or other similar instruments;

(ii) all obligations, contingent or otherwise, in respect of letters of credit (whether or not drawn) or bankers acceptances or similar facilities;

(iii) all obligations to pay the deferred purchase price of property or services (other than current trade payables that are incurred in the ordinary course of business;

(iv) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired;

(v) all obligations which would be required to be disclosed on the Borrower's balance sheet as a liability in accordance with IFRS and which would be payable more than 12 months from the date of creation thereof (other than reserves for taxes and for contingent obligations); and

(vi) all obligations of the kind referred to above in this subsection (u) secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights), whether or not the Borrower has become liable for the payment of such obligation;

(v) "**Lender**" means NU2U Resources Corp.;

(w) "**Lien**" means any mortgage, charge, lien, hypothec or encumbrance, whether fixed or floating on, or any security interest in, any property, whether real, personal or mixed, tangible or intangible, any pledge or hypothecation of any property, any royalty payment obligation, any deposit arrangement, priority, conditional sale agreement, other title retention agreement or equipment trust, capital lease or other security arrangement of any kind;

(x) "**Material Adverse Effect**" means a material adverse effect on the assets, properties, businesses, results of operations, prospects or condition (financial or otherwise);

(y) "**Maturity Date**" has the meaning set forth in subsection 4(a) below;

(z) "**Outstanding Balance**" has the meaning set forth in subsection 4(a) below;

(aa) "**Permitted Encumbrances**" means:

(i) any security interest granted pursuant to the Security Documents; and

(ii) the security interest granted by the Borrower in favour of HSBC, pursuant to a security agreement between the Borrower and HSBC dated February 13, 2014 and the financing statement registered in the British Columbia Personal Property Registry on March 8, 2013 under base registration number 227712H which security interest shall secure no more than $30,000.00 in Indebtedness (the "**HSBC Financing Statement**");

(bb) "**Permitted Indebtedness**" means Indebtedness incurred in respect of the Facility and purchase money security interests and equipment leases entered into in the ordinary course of business;

(cc) "**Person**" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, body corporate, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, government or Governmental Authority or entity, however designated or constituted;

(dd) "**Pledge Agreement**" has the meaning set forth in subsection 6(c) below;

(ee) "**Security**" has the meaning set forth in Section 6(e) below;

(ff) "**Security Documents**" means, collectively, the security and other agreements and documents listed in Section 6 below;

(gg) "**Strutta**" means Strutta.com Media Inc., a wholly-owned subsidiary of 099;

(hh) "**Subsidiaries**" means, with respect to the Borrower, collectively 099, Strutta, TYM, 858, and EP;

(ii) "**Subsidiary**" means, with respect to the Borrower, any one of 099, Strutta, TYM, 858, or EP;

(jj) "**Term Sheet**" means the term sheet executed by the Borrower and the Lender on December 8, 2015 outlining the intent of the parties with respect to the Advance and the Facility;

(kk) "**Warrants**" means has the meaning set forth in Section 7 below; and

(ll) "**TYM**" means Twenty Year Media Corp.

2. **Facility Advance.** Subject to and upon the fulfilment of the conditions precedent contained in Section 8 of this Agreement, as the case may be, the Lender will make the Advance of the Facility to the Borrower.

3. **Use of Proceeds.** The Borrower will use the proceeds of the Facility for the advancement of the business of Strutta and TYM, as well as for general working capital purposes.

4. **Term and Prepayment.**

(a) Subject to the rights of the Lender under Section 13 to accelerate payment of all monies owing hereunder, the principal amount of the Advance, together with all accrued but unpaid interest (collectively the "**Outstanding Balance**"), will be immediately due and payable in full by the Borrower to the Lender on June 1, 2016 (the "**Maturity Date**").

(b) At any time prior to or upon the Maturity Date, the Lender may elect to exercise the conversion privilege contained in the Convertible Promissory Note, and at such time the principal amount of the Advance, together with all accrued but unpaid interest, shall be converted into common shares of the Borrower pursuant to the terms of the Convertible Promissory Note. Upon such conversion, the Facility, including all interest accrued and unpaid thereon, shall be considered fully paid, and the Facility and Security discharged. Notwithstanding this, the Lender shall not be permitted to convert the Convertible Promissory Note, to the extent such conversion would result in a Change of Control of the Borrower, except as may be permitted by the Exchange.

(c) Following the Closing Date, and subject to the Security, the Borrower may only dispose of any assets outside the ordinary course of business with the prior consent of the Lender, and in such event, it shall first apply the proceeds from such sale, net of reasonable selling costs, to the Lender in repayment of the Facility. The Lender may not withhold consent on any such sale where the net cash proceeds realized would be sufficient to fully repay and discharge the Facility, or, where the proceeds are other than cash, the fair market value of such proceeds equals at least 150% of the amount sufficient to fully repay and discharge the Facility.

(d) Upon the occurrence of a Change of Control of the Borrower or any Subsidiary, the Facility will become immediately due and payable, in full.

(e) Upon 10 Business Days' notice, and provided the Borrower does not give notice within such 10 Business Day period that it wishes to exercise its conversion right in the Convertible Promissory Note, the Borrower may prepay the Facility in its entirety, plus the greater of: (i) any interest which may be due as of the prepayment date per Section 5, or (ii) $25,000.

5. **Interest**. Interest will accrue on the Outstanding Balance from the date of each Advance at the rate of twelve percent (12.0%) per annum, calculated daily and compounded monthly in arrears (monthly rate of 1.0%), and shall be payable by the Borrower to the Lender on the Maturity Date, or upon such other date as the Facility becomes due and payable in full. Interest for any partial month period shall be pro-rated for the number of days elapsed in that month.

6. **Security.** As security for the Borrower's obligations hereunder, including but not limited to the repayment of the Facility, the Borrower will execute and deliver, or cause to be executed and delivered, to the Lender:

(a) the Convertible Promissory Note in the form attached as Schedule "A" hereto (the "**Convertible Promissory Note**") in the principal amount of the Advance;

(b) a general security agreement of the Borrower under which the Borrower will grant to the Lender a first priority security interest over all of its present and after-acquired personal property and all proceeds thereof;

(c) a share pledge agreement (the "**Pledge Agreement**"), pursuant to which the Borrower will grant to, and pledge in favour of the Lender, a first priority security interest over all of the issued and outstanding shares in the capital of Strutta and TYM legally and beneficiary owned by the Borrower, together with all transfer and other documents as the Lender may require;

(d) a general security agreement of Strutta, and TYM, under which they will grant to the Lender a first priority security interest over all of their present and after-acquired personal property and all proceeds thereof; and

(e) such other security as the Lender may, from time to time, reasonably require;

(collectively, the "**Security**").

7. **Share Purchase Warrants.** As further consideration for the Advance under the Facility, the Borrower will issue to the Lender a warrant certificate in the form attached as "Schedule B"

hereto for share purchase warrants to purchase up to 1,250,000 common shares of the Borrower, on a post-Consolidation basis, for a period of one year from the Closing Date. The exercise price of the Warrants shall be set at a price per share of $0.15 (the "**Warrants**"). The Lender shall not be permitted to convert all or any portion of the Warrants, to the extent such conversion would result in a Change of Control of the Borrower, except as may be permitted by the Exchange.

8. **Conditions Precedent to the Advance.** As conditions precedent to the Advance under the Facility by the Lender:

   (a) the Lender shall have received the following documents, each in full force and effect, and in form and substance satisfactory to the Lender:

      (i) an executed copy of this Agreement;

      (ii) all of the Security Documents and the documents, securities and instruments referred therein;

      (iii) copies of the directors' resolutions of the Borrower, 099, Strutta, and TYM with respect to its authorization, execution and delivery of the Facility Documents to which it is a party;

      (iv) certificate of an officer of the Borrower as to corporate matters and certifying that (A) all of the representations and warranties of the Borrower contained herein or in any other Facility Document are true and correct on and as of the Closing Date, and (B) no Default or Event of Default has occurred and is continuing; and

      (v) all requisite regulatory approvals, including Exchange and other approvals to the transactions contemplated herein;

   (b) the Borrower having completed a consolidation of its common share capital on the basis of 1 new share for every 10 old shares prior to the Closing Date (the "**Consolidation**");

   (c) the representations and warranties of the Borrower contained in Section 9 will continue to be true and correct and the Borrower will have complied with all the covenants set out herein that are required to be complied with by it prior to the making of the Advance under the Facility by the Lender;

   (d) there shall have been no material adverse change in the assets, properties, business, results of operations, prospects or condition (financial or otherwise) of the Borrower or any of its Subsidiaries, including no pending or threatened litigation, proceedings or investigations which could result in a Material Adverse Effect, since the date the parties executed the Term Sheet; and

   (e) the Lender shall have received payment of all reimbursable expenses in connection with this Agreement, as described in Section 14.

If any of the foregoing conditions precedent are not satisfied or waived by the Lender in writing on or before the Closing Date, this Agreement will terminate and the Lender will be under no further obligation to the Borrower in connection with the transaction contemplated herein.

9. **Representations and Warranties.** The Borrower represents and warrants to the Lender as follows:

(a) the Borrower exists as a company under the *Business Corporations Act* (British Columbia), and has not discontinued or been dissolved under that Act and is in good standing with respect to the filing of annual reports thereunder;

(b) the Borrower has the corporate power and authority to (i) carry on its business as now being conducted and is licensed or registered or otherwise qualified in all jurisdictions where in the nature of its assets or the business transacted makes such licensing, registration or qualification necessary, (ii) acquire, own, hold, lease and mortgage or grant security in its assets including real property and personal property and (iii) enter into and perform its obligations under this Agreement and all other documents or instruments delivered hereunder;

(c) each of the Facility Documents to which the Borrower is a party have been executed and delivered hereunder by the Borrower and has been duly authorized by all necessary action of the Borrower;

(d) each of the Facility Documents to which the Borrower, 099, Strutta, or TYM is a party constitutes or will constitute a legal, valid and binding obligation, enforceable against the Borrower, Strutta, or TYM, as the case may be, in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and to the general principles of equity;

(e) neither the Borrower nor any Subsidiary has committed any act of bankruptcy, or proposed a compromise or arrangement to its creditors generally, had a petition or receiving order in bankruptcy filed against it, made a voluntary assignment in bankruptcy, taken any proceedings with respect to a compromise or arrangement, taken any proceedings to have a receiver appointed for any of its property or had any execution or distress become enforceable or become levied upon any of its property;

(f) the Borrower legally and beneficially owns its business, operations and assets and, except for the Permitted Encumbrances and Security interests granted to the Lender as contemplated herein, holds good title thereto, free and clear of all Liens;

(g) the Borrower is not in breach of or in default under any material obligation in respect of borrowed money;

(h) neither the execution and delivery nor the performance of this Agreement or the Security will:

(i) conflict with, or result in the breach of, or constitute a default under, any contract or agreement to which the Borrower is a party to;

(ii) contravene or conflict with the Constating Documents of the Borrower;

(iii) contravene or conflict with any laws or regulations or any encumbrance, order, judgment or other restriction or obligation of any kind binding upon or applicable to the Borrower, Strutta, or TYM; or

(iv) result in the creation, imposition, acceleration, or enforcement of any security interest, mortgage, lien, charge or other encumbrance on or over any assets of any of the Borrower, Strutta, or TYM;

(i) no litigation or administrative proceedings before any court or governmental authority are presently ongoing, or have been threatened in writing received by the Borrower, or to the best of the Borrower's knowledge are pending, against the Borrower or any of its properties or assets or affecting any of their properties or assets which could reasonably be expected to have a Material Adverse Effect on their business, properties or assets whatsoever other than an audit by the Canada Revenue Agency with respect to the Borrower's claim for GST refunds in the three most recently completed financial years;

(j) the audited annual consolidated financial statements for the Borrower for the year ended July 31, 2015, including all notes and management's discussion and analysis publicly disclosed in connection therewith (collectively, the "**Financial Statements**"), fairly present, in accordance with IFRS, the financial affairs of the Borrower and its Subsidiaries as of the date to which they are made, and have been prepared in accordance with IFRS and since July 31, 2015 there has been no Material Adverse Effect on its business, properties or assets whatsoever;

(k) the Borrower is in compliance, in all material respects, with its continuous disclosure obligations under applicable securities laws and, without limiting the generality of the foregoing, there has been no material adverse change (actual, contemplated or threatened) in the assets, properties, business, results of operations, prospects or condition (financial or otherwise) of the Borrower or any of its Subsidiaries, taken as a whole, since the date of release of the Financial Statements, other than as publicly disclosed in writing by the Borrower prior to the date of this Agreement;

(l) the information circulars, management discussions and analyses, prospectuses, annual information forms, offering memoranda, financial statements, material change reports and news releases filed with the Exchange and the securities commissions in those jurisdictions in which the Borrower is a reporting issuer during the twelve (12) months preceding the date hereof (collectively, the "**Public Record**"), are, as at their respective dates of filing, complete and accurate in all material respects and omit no material facts, the omission of which makes the Public Record, or any particulars therein, misleading, misrepresentative or incorrect in any material respect;

(m) the Borrower and each of its Subsidiaries are the beneficial owners of the properties, business and assets referred to as being owned by them in the Public Record;

(n) except as disclosed in Subsection (i) above, neither Canada Revenue Agency nor any other taxation authority has asserted or, to the best of the Borrower's knowledge, has threatened to assert any assessment, claim or liability for taxes due or to become due in connection with any review or examination of the tax returns of the Borrower, Strutta, or TYM, filed for any year which would have a Material Adverse Effect on the assets, properties, business, results of operations, prospects or condition (financial or otherwise) of the Borrower, Strutta, or TYM;

(o) the Borrower and its Subsidiaries have conducted and are conducting their respective businesses in compliance with all applicable laws, bylaws, rules and regulations of each jurisdiction in which their businesses are now carried on and hold all licenses, registrations, permits, consents or qualifications (whether governmental, regulatory or otherwise) required in order to enable their businesses to be carried on as now conducted and all such licenses, registrations, permits, consents and qualifications are valid and subsisting and in good standing and neither the Borrower nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any such licenses, registrations, permits, consents or qualifications which could reasonably be expected to have any Material Adverse Effect on the Borrower and its Subsidiaries;

(p) no order ceasing or suspending trading in securities of the Borrower or prohibiting the sale of securities by the Borrower has been issued and no proceedings for this purpose have been instituted, are pending, or to the best of the Borrower's knowledge, contemplated or threatened;

(q) no bankruptcy, insolvency or receivership proceedings have been instituted or threatened or are pending against the Borrower or any Subsidiary, nor have they sought, nor do they intend to seek, relief from creditors under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or other applicable legislation for the relief of debtors;

(r) the Security will create a valid first registered charge, lien and security interest over the collateral secured thereunder, free and clear of all Liens except for Permitted Encumbrances;

(s) all factual information previously or contemporaneously furnished to the Lender by or on behalf of the Borrower or its Subsidiaries for purposes of or in connection with this Agreement or any transaction contemplated hereby is true and accurate in every material respect and such information is not incomplete by the omission of any material fact necessary to make such information not misleading in any material respect;

(t) except as disclosed in the Borrower's New Release dated September 18, 2015 and filed on SEDAR, the Borrower owns and shall own as of the Closing Date all the issued and outstanding equity securities in 099 and TYM, and neither Strutta nor TYM has issued any option, warrant, or other right capable of resulting in the issue of equity securities by either Strutta or TYM, and 099 owns and shall owns as of the Closing Date all the issued and outstanding equity securities in Strutta; and

(u) the Borrower is a reporting issuer in British Columbia and Alberta and is in compliance with its obligations under the applicable securities legislation and of the Exchange in all material respects and is not included in any list of defaulting reporting issuers.

10. **Positive Covenants of the Borrower.** The Borrower covenants and agrees that so long as any monies will be outstanding under this Agreement, it will in respect of itself and its Subsidiaries:

(a) at all times maintain its corporate existence and that of its Subsidiaries;

(b) duly perform its obligations under this Agreement and all other agreements and instruments executed and delivered hereunder or thereunder;

(c) prior to the Maturity Date, the Company agrees to hold an annual general meeting of shareholders, and to propose at such meeting a resolution whereby the shareholders approve the conversion of this Note notwithstanding that such conversion may result in a Change of Control;

(d) carry on and conduct its business, directly or indirectly through its Subsidiaries, in a proper business-like manner in accordance with good business practice and will keep or cause to be kept proper books of account in accordance with IFRS;

(e) at all times comply with all applicable laws, except where such voluntary non-compliance could not reasonably be expected to have a Material Adverse Effect on the assets, properties, business, results of operations, prospects or condition (financial or otherwise) of the Borrower or its Subsidiaries;

(f) pay and discharge promptly when due, all taxes, assessments and other governmental charges or levies imposed upon them or upon their properties or assets or upon any part thereof, as well as all claims of any kind (including claims for labour, materials and supplies) which, if unpaid, would by law become a Lien, trust or other claims upon any such properties or assets;

(g) promptly provide the Lender with written notice of any proposed financing made by or to the Borrower or any of its Subsidiaries;

(h) comply with all applicable securities legislation;

(i) furnish and give to the Lender (if such is the case) notice that an Event of Default has occurred and, if applicable, is continuing or notice in respect of any event which would constitute an Event of Default hereunder with the passage of time and specifying the nature of same; and

(j) perform and do all such acts and things reasonably requested by the Lender as are necessary to maintain the Security provided to the Lender pursuant to this Agreement.

11. **Negative Covenants of the Borrower.** The Borrower covenants and agrees with the Lender that the Borrower will not, and will not cause or permit any of its Subsidiaries to, without first obtaining the written consent of the Lender:

(a) directly or indirectly issue, incur, assume or otherwise become liable for or in respect of any Indebtedness other than Permitted Indebtedness;

(b) directly or indirectly create, incur, assume, permit or suffer to exist any Lien, security interest or other encumbrances whatsoever against any of their properties or assets other than Permitted Encumbrances;

(c) declare or provide for any dividends or other payments or distributions based on share capital;

(d) other than pursuant to redemption agreements entered into by the Borrower as disclosed in the Borrower's news release dated September 18, 2015 and filed on SEDAR, TYM, and shareholders of TYM, redeem or purchase any of their shares;

(e) convey, sell, encumber, transfer or otherwise dispose of any shares of the Subsidiaries or any substantial or material part of the Borrower's or any Subsidiaries' business, assets or undertakings, other than to subsidiaries or affiliates of the Borrower and in accordance with the Pledge Agreement;

(f) save and except for the Facility, incur any Indebtedness, other than Indebtedness incurred in the ordinary course of business to fund the Borrower's operations, including the payment of interest and other amounts required hereunder, and the Lender will not unreasonably withhold consent to the Borrower incurring Indebtedness which is subordinate to the Facility, so long as the terms of such subordinated debt are satisfactory to the Lender;

(g) make any loan to or advance or other indebtedness to non-arm's length parties or enter into any transactions with any non-arm's length parties other than on commercially reasonable terms, unless such payment or transaction is with the Borrower and the proceeds of such payment and all benefits of such transaction continue to be subject to the Security after giving effect to such payment or transaction;

(h) make any material payments to shareholders, affiliates or executives, other than commercially reasonable salaries, bonuses and compensation that are consistent with past practices, and consent in such case may not be unreasonably withheld by the Lender;

(i) enter into or become party or subject to any dissolution, winding-up, reorganization or similar transaction or proceeding;

(j) cause Strutta nor TYM to issue any equity securities (other than to the Borrower) until the Facility and any interest have been repaid in full (any such equity securities issued to the Borrower shall be subject to and delivered in accordance with the Share Pledge Agreement); or

(k) guarantee the obligations of any other person, directly or indirectly, other than obligations permitted by this Agreement.

12. **Events of Default.** Each and every one of the events set forth in this Section will be an event of default ("**Event of Default**"):

(a) if the Borrower fails to make any payment of principal or interest when due hereunder;

(b) if the Borrower defaults in observing or performing any term, covenant or condition of this Agreement or any Security or other document delivered hereunder or in connection with the Facility, other than the payment of monies as provided for in subsection (a) hereof, on its part to be observed or performed and such failure continues for five (5) Business Days;

(c) if the Borrower commits any default or event of default under the Security;

(d) if any of the Borrower's representations, warranties or other statements in this Agreement or any other collateral document delivered hereunder or in connection with the Facility were at the time given false or misleading;

(e) if the Borrower defaults in observing or performing any term, covenant or condition of any Indebtedness by which it is bound and default thereunder could reasonably be expected to result in a Material Adverse Effect on the assets, properties, business, prospects or condition of the Borrower;

(f) if the Borrower permits any sum which has been admitted as due, or is not disputed to be due, and which forms or is capable of being made a charge upon any of the assets or undertaking of the Borrower to remain unpaid or not challenged for 30 days after proceedings have been taken to enforce the same;

(g) if the Borrower ceases or threatens to cease to carry on business;

(h) if any Security or other agreement or document delivered hereunder is impaired or any Security granted by the Borrower to the Lender is or is about to be impaired or in jeopardy in any material respect;

(i) if the Borrower or any Subsidiary petitions or applies to any tribunal for the appointment of a trustee, receiver or liquidator or commences any proceedings under any bankruptcy, insolvency, readjustment of debt or liquidation law of any jurisdiction, whether now or hereafter in effect; or

(j) if any petition or application for appointment of a trustee, receiver or liquidator is filed, or any proceedings under any bankruptcy, insolvency, readjustment of debt or liquidation law are commenced, against the Borrower or any Subsidiary which is not opposed by the Borrower or such Subsidiary in good faith, or an order, judgment or decree is entered appointing any such trustee, receiver, or liquidator, or approving the petition in any such proceeding.

13. **Effect of Event of Default.** If any one or more of the Events of Default occur or occurs and is or are continuing, the Lender may without limitation, without prejudice to any other rights it may have in law or pursuant to this Agreement or any other document or instrument delivered hereunder, demand immediate payment of all monies owing hereunder.

14. **Lender's Expenses.** The Lender shall be responsible for all of their expenses incurred in furtherance of the Transactions contemplated herein, except that the Borrower will pay for the Lender's legal fees incurred in connection with the negotiation and preparation of this Agreement, the Security and the transactions contemplated herein, to a maximum of $2,500, plus disbursements and sales taxes.

15. **Notices.** In this Agreement:

(a) any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been given if delivered by hand, transmitted by facsimile transmission, emailed, mailed by prepaid registered post, or delivered by courier to the address or facsimile transmission number of each party set out below:

(i) if to the Lender:

NU2U Resources Corp.
206 – 1080 Mainland Street

Vancouver, BC V6B 2T4

Attention: Lance Tracey
Fax No:
Email: lance@lancetracey.com

With a copy to:

Homenick Law Corporation
220 – 415 West Cordova Street
Vancouver, BC V6B 1E5

(ii) if to the Borrower:

Mobio Technologies Inc.
Suite 2200, 885 West Georgia Street.
Vancouver, British Columbia, V6E 3R5

Attention: Michael Edwards
Fax No: +1 (604) 604-9393
Email: mike@mobio.net

With a copy to:

Cassels Brock & Blackwell, LLP
Suite 2200, 885 West Georgia Street
Vancouver, British Columbia, V6C 3E8

Attention: Sam Cole
Fax No: +1 (604) 691 6120
Email: scole@casselsbrock.com

or to such other address, facsimile number or email address as any party may designate in the manner set out above; and

(b) notice or communication will be considered to have been received:

(i) if delivered by hand or by courier during business hours on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next Business Day;

(ii) if sent by email or facsimile transmission during business hours on a Business Day, upon such Business Day, and if not transmitted during business hours, upon the commencement of business on the next Business Day; and

(iii) if mailed by prepaid registered post upon the fifth Business Day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand, courier, facsimile transmission, or email.

16. **Assignment.** So long as the Borrower has not committed an Event of Default, the Lender agrees that it will not, without the prior written consent of the Borrower, assign all or part of the Facility or any collateral agreements, documents or instruments delivered hereunder any assignee.

17. **Enurement.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

18. **Waivers.** No failure or delay on the Lender' part in exercising any power or right hereunder will operate as a waiver thereof.

19. **Remedies are Cumulative.** The Lender' rights and remedies hereunder are cumulative and not exclusive of any rights or remedies at law or in equity.

20. **Time.** Time is of the essence of this Agreement and all documents or instruments delivered hereunder.

21. **Criminal Code Compliance.** In this Section the terms "**interest**", "**criminal rate**" and "**credit advanced**" have the meanings ascribed to them in Section 347 of the *Criminal Code* (Canada) as amended from time to time. The Borrower and the Lender agree that, notwithstanding any agreement to the contrary, no interest on the Facility or the credit advanced by the Lender under this Agreement will be payable in excess of that permitted under the laws of Canada. If the effective rate of interest, calculated in accordance with generally accepted actuarial practices and principles, would exceed the criminal rate on the credit advanced, then:

    (a) the elements of return which fall within the term "interest" will be reduced to the extent necessary to eliminate such excess;

    (b) any remaining excess that has been paid will be credited towards prepayment of the Facility; and

    (c) any overpayment that may remain after such crediting will be returned forthwith to the Borrower upon demand, and, in the event of dispute, a Fellow of the Canadian Institute of Actuaries appointed by the Lender will perform the relevant calculations and determine the reductions, modifications and credits necessary to effect the foregoing and the same will be conclusive and binding on the parties. This Agreement, the Convertible Promissory Note, and all related agreements and documents will automatically be modified to reflect such modifications without the necessity of any further act or deed of the Borrower and the Lender to give effect to them.

22. **Withholding Taxes, etc.**

    (a) All payments hereunder, including in respect of interest under this Agreement, will be made free and clear without deduction or withholdings for any taxes, duties, fees or other charges unless those deductions or withholdings are required by law.

    (b) If the Borrower is required by law to make a deduction or withholding, the Borrower shall make that deduction or withholding within the time allowed and in the minimum amount required by law.

    (c) Within five (5) days of making a deduction or withholding the Borrower shall deliver to the Lender evidence reasonably satisfactory to that Lender that the deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

(d) The Lender represents and warrants to the Borrower that the Lender's country of residency for purposes of its statutory tax reporting is Canada.

23. **Invalidity.** If at any time any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby to the fullest extent possible by law.

24. **Governing Laws.** This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties submit to the non-exclusive jurisdiction of the Courts of the Province of British Columbia and agree to be bound by any suit, action or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding.

25. **Amendment.** This Agreement supersedes the Term Sheet and all prior agreements and discussions between the parties with respect to the subject matter set forth herein. This Agreement may be varied or amended only by or pursuant to an agreement in writing signed by the parties hereto.

26. **Schedules.** All Schedules attached hereto will be deemed fully a part of this Agreement.

27. **Currency.** All references herein to "**dollars**", "**CAD$**" or "**$**" are to Canadian dollars, unless otherwise indicated.

28. **Privacy.** The Borrower hereby consents to the collection, use and disclosure of any and all personal information about the Borrower by the Lender and its authorized agents or other representatives, as may be necessary for the Lender to proceed with the transactions contemplated herein, and such other collection, use and disclosure of any and all personal information about the Borrower as may be required or permitted by law.

29. **Counterparts.** This Agreement may be signed in one or more counterparts, originally or by facsimile, each such counterpart taken together will form one and the same agreement.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement on the date first above written.

NU2U RESOURCES COPR.

Per: ______________________
Authorized Signatory

MOBIO TECHNOLOGIES INC.

Per: ______________________
Authorized Signatory

SCHEDULE "A"

CONVERTIBLE PROMISSORY NOTE

SCHEDULE "B"

WARRANT CERTIFICATE