NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

TAKE NOTICE that an Annual and Special Meeting (the "Meeting") of the Shareholders of **PARKIT ENTERPRISE INC.** (the "Company") will be held in the Boardroom of Owen Bird Law Corporation, Suite 2900, 595 Burrard Street, Vancouver, British Columbia, V7X 1J5, on Tuesday, the 12th day of May, 2015, at 10:30 o'clock in the forenoon (Vancouver time) for the following purposes:

1. To receive the consolidated financial statements of the Company for the financial year ended October 31, 2014, together with the auditor's report thereon.

2. To elect directors for the ensuing year or until their successors have been duly elected or appointed.

3. To re-appoint Davidson & Company LLP, as the auditor of the Company for the ensuing year and to authorize the directors to fix their remuneration.

4. To pass an ordinary resolution to approve the Company's Stock Option Plan.

5. To pass an ordinary resolution to approve the Company's Advance Notice Policy.

6. To transact such other business as may be properly transacted at the Meeting or at any adjournment thereof.

Accompanying this Notice of Meeting is an Information Circular which provides additional information relating to matters to be dealt with at the Meeting. Only registered shareholders at the close of business on April 7, 2015 will be entitled to received notice of and vote at the Meeting. If you are unable to attend the Meeting in person, you may still vote by submitting a proxy. Please read the instructions accompanying the enclosed instrument of proxy and return the completed proxy within the time set out in the instructions. The enclosed instrument of proxy is solicited by management, but you may appoint another person to represent you at the Meeting by striking out the names listed therein and inserting in the space provided the name of the person you wish to represent you at the Meeting.

DATED at Vancouver, British Columbia, this 13th day of April, 2015.

BY ORDER OF THE BOARD

"Richard Baxter"

President and Chief Executive Officer

INFORMATION CIRCULAR

RELATING TO THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS TO BE HELD ON MAY 12, 2015

SOLICITATION OF PROXIES

This Information Circular (the "Information Circular") is furnished in connection with the solicitation of proxies by the management of PARKIT ENTERPRISE INC. ("Parkit" or the "Company") for use at the Annual and Special Meeting (the "Meeting") of the shareholders of of the Company, to be held at the time and place and for the purposes set forth in the accompanying Notice of Annual and Special Meeting and at any adjournment thereof. **Information contained herein is given as of April 13, 2015 unless specifically stated otherwise.**

These security holder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

PERSONS OR COMPANIES MAKING THE SOLICITATION

The enclosed instrument of proxy is solicited by management of the Company. Solicitations will be made by mail and possibly supplemented by telephone or other personal contact to be made without special compensation by regular officers and employees of the Company. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company. None of the directors of the Company have advised management in writing that they intend to oppose any action intended to be taken by management as set forth in this Information Circular.

APPOINTMENT OF PROXIES

The persons named in the accompanying instrument of proxy are directors or officers of the Company or both. **As a shareholder you have the right to appoint a person to attend and act for you on your behalf at the Meeting other than the persons named in the enclosed instrument of proxy. To exercise this right, you must strike out the names of the persons named in the instrument of proxy and insert the name of your nominee in the blank space provided, or complete another instrument of proxy. A proxyholder need not be a shareholder.**

The completed instrument of proxy must be dated and signed and the duly completed instrument of proxy must be deposited at the Company's transfer agent, Computershare Investor Services, Proxy Department, 100 University Avenue, 8th floor, Toronto, Ontario M5J 2Y1, at least 48 hours before the time of the Meeting or any adjournment thereof, excluding Saturdays, Sundays and holidays, unless the chairman of the Meeting elects to exercise his discretion to accept proxies received subsequently.

The instrument of proxy must be signed by the shareholder or by their duly authorized attorney, or if the shareholder is a corporation, it must be either under its common seal or signed by a duly authorized signing officer.

VOTING OF PROXIES

Shares represented by a properly executed proxy will be voted or withheld from voting by the designated holder on each matter referred to in the Notice of Meeting in accordance with the instructions of the registered shareholder appointing him on any ballot that may be called for, and if the shareholder specifies a choice with respect to any matter to be acted upon, the shares will be voted accordingly.

In the absence of any instructions to the contrary in the instrument of proxy, it is intended that such shares will be voted in favour of the resolutions placed before the Meeting by management and for the election of the management nominees for directors and auditor, as stated under the headings in this Information Circular.

The accompanying instrument of proxy, when properly completed and deposited, confers discretionary authority with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to any other matters which may be properly brought before the Meeting. As of the date of this Information Circular, management of the Company is not aware that any such amendments or variations or other matters are to be presented for action at the Meeting. However, if any such amendments, variations or other matters should properly come before the Meeting, the proxies hereby solicited will be voted thereon in accordance with the best judgment of the nominee.

REVOCABILITY OF PROXY

Any registered shareholder who has returned a proxy may revoke it at any time before it has been exercised. In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing, including a proxy bearing a later date, executed by the registered shareholder or by his attorney authorized in writing or, if the registered shareholder is a Company, under its corporate seal or by an officer or attorney thereof duly authorized. The instrument revoking the proxy must be deposited at the registered office of the Company at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof, or with the chairman of the Meeting on the day of the Meeting.

NON-REGISTERED HOLDERS

Only registered shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most shareholders of the Company are "non-registered" shareholders ("Non-Registered Holder") because the shares they own are not registered in their names but instead are registered in the name of a nominee such as a brokerage firm, bank or trust company through which they purchased the shares. More particularly, a person is a Non-Registered Holder in respect of shares which are held either: (a) in the name of an intermediary (an "Intermediary") that the Non-Registered Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Ltd. ("CDS")) of which the Intermediary is a participant.

In accordance with the requirements of National Instrument 54-101 of the Canadian Securities Administrators, the Company has distributed copies of the Notice of Meeting and this Information Circular

(the "Meeting Materials") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders. Intermediaries are required to forward the Meeting Materials to Non-Registered Holders, unless a Non-Registered Holder has waived the right to receive them. Meeting Materials sent to Non-Registered Holders who have not waived the right to receive Meeting Materials are accompanied by a request for voting instructions ("VIF"). This form is instead of a proxy and is intended to permit Non-Registered Holders to direct the voting of the shares which they beneficially own. By returning the VIF in accordance with the instructions noted on it, a Non-Registered Holder is able to instruct the Intermediary how to vote on behalf of the Non-Registered Shareholder. If a Non-Registered Holder who receives a VIF wishes to attend the Meeting or have someone else attend on their behalf, the Non-Registered Holder may appoint a nominee as set out in the VIF instructions, which will grant the Non-Registered Holder or their nominee the right to attend and vote at the Meeting. Only registered shareholders have the right to revoke a proxy. Non-Registered Holders who wish to change their vote must, at least seven days before the Meeting, arrange for their Intermediaries to change their vote.

Non-Registered Holders should carefully follow the instructions provided in the VIF, including those regarding when and where the VIF is to be delivered.

ANNUAL FINANCIAL STATEMENTS

The audited consolidated financial statements of the Company for the year ended October 31, 2014, together with the auditor's report thereon, which have been filed on SEDAR at www.sedar.com, will be presented to the shareholders at the Meeting. Shareholders wishing to obtain a copy of the Company's audited consolidated financial statements and related Management's Discussion and Analysis may obtain a copy, free of charge, from the Company's profile on SEDAR, the Company's website at www.parkitenterprise.com or by contacting the Company at 1088-999 West Hastings Street, Vancouver, B.C. V6C 2W2; Tel: 604-424-8700.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as disclosed elsewhere in this Information Circular, none of the directors or senior officers of the Company, no proposed nominee for election as a director of the Company, none of the persons who have been directors or senior officers of the Company since the commencement of the Company's last completed financial year and no associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, other than the election of directors, and those matters pertaining to incentive stock options.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The board of directors of the Company (the "Board") has fixed April 7, 2015 as the record date for determination of the persons entitled to receive notice of the Meeting. Only shareholders of record on the close of business on April 7, 2015 who either attend the Meeting personally or complete and deliver an instrument of Proxy or VIF in the manner and subject to the provisions above will be entitled to have their shares voted at the Meeting or any adjournment thereof.

The Company's authorized capital consists of an unlimited number of common shares without par value. As of the date of this Information Circular, there were 31,032,423 common shares without par value issued and outstanding, each share carrying the right to one vote.

To the knowledge of the directors and senior officers of the Company, no person or company beneficially owns, controls or directs, directly or indirectly, 10% or more of the voting rights attached to the voting securities of the Company as of the Record Date.

ELECTION OF DIRECTORS

The directors of the Company are elected annually and hold office until the next annual general meeting of the shareholders or until their successors are elected or appointed or unless he becomes disqualified under the *Business Corporations Act* (British Columbia) to act as a director.

Management of the Company proposes to nominate the persons listed below for election as directors of the Company to serve until their successors are elected or appointed. **In the absence of instructions to the contrary, proxies given pursuant to the solicitation of management of the Company will be voted for the nominees listed in this Information Circular.** Management does not contemplate that any of the nominees will be unable to serve as a director. However, if for any reason any nominee does not stand for election or is unable to serve, proxies in favour of management nominees will be voted for another nominee in management's disrection unless the registered shareholder has specified in the instrument of proxy that the registered shareholder's shares are to be withheld from voting on the election of directors.

The following table sets out the name and province of residence of each of the nominees for election as directors, the offices they hold with the Company, their respective principal occupations, business or employment (and if not previously elected a director, their occupation during the five preceding years) , the period or periods during which each director has served as a director, and the number of shares of the Company and its subsidiaries which each beneficially owns, directly or indirectly, or over which control or direction is exercised as of the date of this Information Circular:

Name, province or state and country of residence and positions, if any, held in the Company	**Principal occupation, business or employment and, if not a previously elected director, occupation during the past five years**	**Served as a Director of the Company since**	**Number of shares beneficially owned or controlled** [1]
Richard Baxter West Vancouver, B.C. *Director, CEO and President*	President and CEO of Parkit Enterprise Inc. since November 2012. (Previously elected a director).	Aug. 30, 2012	1,845,958
Robert Emri [2,3] West Vancouver, B.C. *Director*	Mr. Emri is currently the President of Emri Group, a Vancouver-based real estate investment firm founded in 2005. (Previously elected a director).	Nov. 14, 2012	251,000

Name, province or state and country of residence and positions, if any, held in the Company	Principal occupation, business or employment and, if not a previously elected director, occupation during the past five years	Served as a Director of the Company since	Number of shares beneficially owned or controlled [1]
Patrick Bonney West Vancouver, B.C. *Director, VP Corporate Development*	Vice-President Corporate Development of Parkit Enterprise Inc. since June, 2013. (Previously elected a director).	Jan. 31, 2013	361,100
Pesach (Pace) Goldman [2,3] Toronto, Ontario *Director*	Mr. Goldman has been a Principal of Silvercove Capital (Canada) Inc. since July 2010. (Previously elected a director).	Nov. 25, 2013	29,000
Joel Dumaresq [2,3] Vancouver, B.C. *Director*	Mr. Dumaresq is presently the Executive Chairman and CFO of TSX-V listed Taipan Resources Inc. which is engaged in oil and gas exploration and drilling in east Africa. Prior to taking on his role at Taipan, Mr. Dumaresq worked for 12 years as Managing Director of Vancouver, Canada based private equity and merchant banking firm Matrix Partners Inc.	Jan. 29, 2015	Nil

[1] The information as to number of shares beneficially owned or controlled is has been furnished by the respective nominees
[2] Member of the Audit Committee
[3] Member of the Compensation Committee

No proposed director is being elected under any arrangement or understanding between the proposed director and any other person or company.

Cease Trade Orders; Bankruptcy; Penalties or Sanctions

To the knowledge of the Company, 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 of 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; or

(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.

(c) 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 that would likely be considered important to a reasonable security holder in making a decision about whether to vote for a proposed director.

STATEMENT OF EXECUTIVE COMPENSATION

In this section, "Named Executive Officer" ("NEO") means (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) each of the Company's three other most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity (except those whose total salary and bonus does not exceed $150,000), and (d) any additional individuals whose total salary and bonus exceeded $150,000, during the year ended October 31, 2014. All dollar amounts referenced herein are in Canadian dollars unless otherwise specified.

Compensation Discussion and Analysis

The objective of the Company's compensation policies is to provide remuneration which is commensurate with each executive's level of responsibility and experience and to ensure that total compensation paid takes into account the Company's overall financial position. The NEOs are paid cash compensation for their services as executive officers of the Company and may be paid discretionary bonuses set by the Board for achieving particular corporate goals and objectives. The NEOs may also be granted incentive stock options from time to time in accordance with the Company's Option Plan described below and the policies of the TSX Venture Exchange.

Compensation Governance

The Board has established a Compensation Committee to administer and recommend compensation policies related to executive officers of the Company. The Compensation Committee will review each NEO's compensation on an annual basis considering his qualifications, experience, length of service and level of performance.

Option-Based Awards

The Company currently has in place a 10% rolling stock option plan (the "StockOption Plan') for the purpose of attracting and motivating directors, officers and consultants of the Company and advancing the interests of the Company by affording such persons the opportunity to acquire an equity interest in the Company through rights granted under the plan to purchase shares of the Company. The Stock Option Plan is an important part of the Company's long-term strategy for its NEOs as well as for its other directors, officers and consultants, permitting them to participate in any appreciation of the market value of the Company's shares over time. The Stock Option Plan is designed to foster a proprietary interest in stock ownership, and to reinforce a commitment to the Company's long-term growth, performance and success as well as increasing shareholder value.

The Stock Option Plan will continue to be used to provide share purchase options which are granted in consideration of the level of responsibility of the NEOs as well as their impact and contribution to the longer-term operating performance of the Company. In determining the number of options to be granted to the NEOs, the Company takes into account the number of options, if any, previously granted to each NEO, and the exercise price of any outstanding options to ensure that such grants are in accordance with the policies of the TSX Venture Exchange, and closely align the interests of the NEOs with the interests of shareholders.

The Company intends to seek shareholder approval to the Stock Option Plan. (See "Approval and Ratification of Stock Option Plan" under "Matters to Be Acted Upon at the Meeting" below).

The Company has no equity compensation plans other than the Stock Option Plan.

NEO Summary Compensation Table

The following table sets out the compensation paid by the Company to the NEOs during the three most recently completed financial years:

Name and Principal Position	Year	Salary ($)	Share-based awards ($)	Option-based awards[3] ($)	Non-equity incentive Plan contribution ($)		Pension Value ($)	All Other Compen-sation	Total Compen-sation
					Annual Incentive Plans	Long-term Incentive Plans			
Richard Baxter *President & CEO*	2014 2013 2012	187,750 120,000 N/A	N/A N/A N/A	421,400 N/A N/A	120,000 N/A N/A	N/A N/A N/A	N/A N/A N/A	92,500 N/A N/A	821,650 120,000 N/A
Patrick Bonney [1] *CFO; VP Corporate Development*	2014 2013 2012	129,375 79,000 N/A	N/A N/A N/A	168,560 N/A N/A	75,000 N/A N/A	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	372,935 79,000 N/A
Simon Buckett [1] *CFO*	2014 2013 2012	80,000 N/A N/A	N/A N/A N/A	105,350 N/A N/A	55,000 N/A N/A	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	240,350 N/A N/A

Name and Principal Position	Year	Salary ($)	Share-based awards ($)	Option-based awards[3] ($)	Non-equity incentive Plan contribution ($)		Pension Value ($)	All Other Compen-sation	Total Compen-sation
					Annual Incentive Plans	Long-term Incentive Plans			
John LaGourgue [2] *COO*	2014 2013 2012	114,225 80,000 N/A	N/A N/A N/A	168,560 N/A N/A	N/A N/A N/A	N/A N/A N/A	N/A N/A N/A	62,500 N/A N/A	345,285 80,000 N/A

[1] Patrick Bonney was appointed CFO on June 14, 2013 and resigned as CFO on May 12, 2014. Mr. Bonney was appointed Vice President, Corporate Development on May 12, 2014 and Simon Buckett was appointed CFO on May 12, 2014.

[2] John LaGourgue resigned as COO of the Company on October 10, 2014 and as a director on November 6, 2014.

[3] "Option-Based Award" means an award under an equity incentive plan of options, including, for greater certainty, stock ptions, stock appreciation rights and similar instruments that have option-like features. This column includes the grant date fair value estimated using the Black-Scholes option pricing model of all options granted by the Company to the NEOs during the year. The grant date fair value of all options granted during the financial years ended October 31, 2014, October 31, 2013 and October 31, 2012 was estimated using the Black-Scholes valuation model. The Black-Scholes pricing model has been used to determine the grant date fair value due to its wide acceptance across industry as an options valuation model, and because it is the same model the Company uses to value options for financial reporting purposes.

NEO Incentive Plan Awards

The Company does not grant share-based awards. The Company has in place the Stock Option Plan described above.

Outstanding Option-Based Awards

The following table sets out all awards outstanding to each NEO at the end of the Company's most recently completed financial year.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options	**Option exercise price ($)**	**Option expiration date**	**Value of unexercised in-the-money options[1] ($)**	**Number of shares or units of shares that have not vested**	**Market or payout value of share-based awards that have not vested**	**Market or payout value of vested share-based awards not paid out or distributed**
Richard Baxter *President, CEO*	1,000,000	0.50	June 13, 2019	421,400	N/A	N/A	N/A
Patrick Bonney *VP Corporate Development*	400,000	0.50	June 13, 2019	168,560	N/A	N/A	N/A
Simon Buckett *CFO*	250,000	0.50	June 13, 2019	105,350	N/A	N/A	N/A
John LaGourgue COO	400,000	0.50	Nov. 7, 2015	168,560	N/A	N/A	N/A

[1] The value of unexercised "in-the-money options" is based on the difference between the market value of the Company's common shares on October 31, 2014 and the exercise price of the options. The closing price of the Company's common shares on the TSX-V on October 31, 2014 was $0.60.

Value Vested or Earned During the Year

The following table sets out the value of option-based awards and share-based awards which vested or were earned by each NEO during the Company's most recently completed financial year.

Name	Option-based awards – Value vested during the year [1] ($)	Share-based awards – Value vested during the year ($)	Non-equity incentive plan compensation – Value vested during the year ($)
Richard Baxter *President, CEO*	421,400	N/A	N/A
Patrick Bonney *VP Corporate Development)*	168,560	N/A	N/A
Simon Buckett *CFO*	105,350	N/A	N/A
John LaGourgue COO	168,560	N/A	N/A

[1] Calculated based on the difference between the exercise price of the options and the closing trading price on the TSX Venture Exchange as of the date of vesting. Options granted to NEOs and directors vested immediately from the date of grant.

Pension Plan Benefits

The Company does not have any pension or retirement plan.

Termination and Change of Control Benefits

There are no provisions in any contract, agreement, plan or arrangement that provides for payments to an NEO at, following or in connection with, any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control on the Company, its subsidiaries or affiliates or a change in an NEO's responsibilities during the financial year ended October 31, 2014.

DIRECTOR COMPENSATION

During the Company's financial year ended October 31, 2014 the Company paid each of the non-executive directors a monthly stipend of $2,100 for their services in their capacity as directors. Directors who are officers of the Company receive no compensation for acting as directors. Directors are also reimbursed for out-of-pocket expenses incurred in carrying out their duties. Stock options were granted to directors under the Company's Stock Option Plan.

Director Compensation Table

The following table sets out all amounts of compensation provided to each of the directors (excluding the NEOs) for the Company's most recently completed financial year. Compensation for the NEOs has been disclosed in the "NEO Summary Compensation Table" above.

Director Name	Fees Earned ($)	Share-Based Awards[1]	Option-Based Awards[2] ($)	Non-Equity Incentive Plan Compensation	Pension Value	All Other Compensa-tion	Total ($)
Robert Emri	34,500	N/A	105,350	N/A	N/A	N/A	139,850
Pesach (Pace) Goldman	22,895	N/A	84,280	N/A	N/A	N/A	107,175

[1] The Company does not have any share-based awards.
[2] Fair value of the options granted, calculated in accordance with IFRS.

Director Incentive Plan Awards

The Company does not grant share-based awards. The Company has in place the Stock Option Plan described above.

Outstanding Option-Based Awards

The following table sets out all outstanding awards to each of the directors (excluding NEOs) during the Company's most recently completed financial year:

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options	Option exercise price ($)	Option expiration date	Value of unexercised in-the-money options[1] ($)	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested	Market or payout value of vested share-based awards not paid out or distributed
Robert Emri	250,000	0.50	June 13, 2019	105,350	N/A	N/A	N/A
Pesach (Pace) Goldman	200,000	0.50	June 13, 2019	84,280	N/A	N/A	N/A

[1] The value of unexercised "in-the-money options" is based on the difference between the market value of the Company's common shares on October 31, 2014 and the exercise price of the options. The closing price of the Company's shares on the TSX-V on October 31, 2014 was $0.60.

Value Vested or Earned During the Year

The following table sets out the value of option-based awards and share-based awards which vested or were earned by each director (excluding NEOs) during the Company's most recently completed financial year.

Name	Option-based awards – Value vested during the year (CDN $)[1]	Share-based awards – Value vested during the year[2]	Non-equity incentive plan compensation – Value earned during the year[2]
Robert Emri	105,350	N/A	N/A
Pesach (Pace) Goldman	84,280	N/A	N/A

[1] Value vested is calculated as the dollar value that would have been realized had the options been exercised on the date they were vested less the related exercise price.

[2] The Company does not have any share based award plans or non-equity based incentive plans.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

As at October 31, 2014 the only equity compensation plan under which equity securities of the Company are authorized for issuance is the Company's Stock Option Plan. The following table sets out equity compensation plan information as of the Company's most recently completed financial year:

Plan category	Number of securities to be issued upon exercise of outstanding options (a)	Weighted-average exercise price of outstanding options (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	2,695,000	$0.50	2,695,000
Equity compensation plans not approved by securityholders	Nil	N/A	Nil
Total	2,695,000		2,695,000

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the directors or executive officers, any proposed nominee for election as a director, or any of their respective associates or affiliates, is or has been indebted to the Company or any subsidiary of the Company at any time since the commencement of the Company's most recently completed financial year.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No informed person or nominee for election as a director of the Company, or any associate or affiliate of any informed person or proposed director, has or had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries other than as set out herein or otherwise disclosed. The term "informed person" as defined in National Instrument 51-102 *Continuous Disclosure Obligations* means a director or executive officer of the Company, or any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company, other than voting securities held by the person or company as underwriter in the course of a distribution.

MANAGEMENT CONTRACTS

The Company has not entered into any management contracts for the services of any director or executive officer of the Company. The management functions of the Company and its subsidiaries are not performed to any substantial degree by any person or company other than the directors and executive officers of the Company or its subsidiaries.

APPOINTMENT OF AUDITOR

Management of the Company intends to nominate Davidson & Company LLP, of Suite 1200 – 609 Granville Street, Vancouver, B.C. V7Y 1G6, for re-appointment as auditor of the Company for the ensuing year at a remuneration to be fixed by the directors. Davidson & Company LLP was first appointed auditor of the Company in 2009.

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

National Instrument 51-110 – *Audit Committees* of the Canadian Securities Administrators ("NI 51-110") requires that the Company, as a venture issuer, disclose annually in its Information Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth below.

Audit Committee Charter

The text of the Audit Committee's Charter is attached as Schedule "A" to this Information Circular.

Composition of the Audit Committee

The Company is required to have an Audit Committee comprised of not less than 3 directors, a majority of whom are not officers, control persons or employees of the Company or an affiliate of the Company. The Company's current Audit Committee consists of Robert Emri, Pesach (Pace) Goldman and Joel Dumaresq.

NI 52-110 provides that a member of an audit committee is "independent" if the member has no direct or indirect material relationship with the issuer, which could, in the view of the issuer's board of directors, be reasonably expected to interfere with the exercise of a member's independent judgment. All of the Audit Committee members are independent within the meaning of NI 52-110.

Relevant Education and Experience

NI 51-110 provides that 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. All members of the Audit Committee are financially literate as that term is defined.

Based on their business and educational experiences, each member of the Audit Committee has a reasonable understanding of the accounting principles used by the Company to prepare its financial statements; an ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and provisions; experience in preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements, or experience actively supervising one or more individuals engaged in such activities; and an understanding of internal controls and procedures for financial reporting.

The relevant education and experience of each member of the Audit Committee is as follows:

Robert Emri:
Mr. Emri is currently the President of Emri Group, a Vancouver-based real estate investment firm founded in 2005. Prior to starting Emri Group, Mr. Emri was a partner at Professional Capital, a San Diego-based real estate firm, from 1995 to 2006. At both companies he was responsible for acquisitions, asset management, financing and development. The real estate investments have included office, industrial, retail, multi-family and land assets in California, Arizona, British Columbia and Colorado. Mr. Emri holds an MBA in Finance and a Bachelor of Commerce degree from the University of British Columbia.

Pesach (Pace) Goldman:
Mr. Goldman has been a Principal of Silvercove Capital (Canada) Inc. since July 2010; from November 2009 to June 2010 he was Chief Investment Officer (Family Office); from March 2008 to November 2009 he was Managing Director at Mackie Research Capital; from July 2002 to March 2008 he was Vice-President, Dejardins Securities Inc. Mr. Goldman began his career in public accounting after graduating from York University with a Bachelor degree in Science with a specialization in Applied Mathematics (1996) and from the Schulich School of Business, York University, with an MBA with a combined specialization in Finance and Real Estate (1999). He was awarded the Chartered Financial analyst designation (CFA Charter) in 2002.

Joel Dumaresq:
Mr. Dumaresq is presently the Executive Chairman and CFO of TSX-V listed Taipan Resources Inc. which is engaged in oil and gas exploration and drilling in east Africa. Prior to taking on his role at Taipan, Mr. Dumaresq worked for 12 years as Managing Director of Vancouver, Canada based private equity and merchant banking firm Matrix Partners Inc. He holds a B.A. degree in Economics and Psychology from the University of British Columbia.

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, the Audit Committee has not made any recommendations to nominate or compensate an external auditor which were not adopted by the Board.

Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 *(De Minimis Non-audit Services)*, or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services which are set forth in the Audit Committee Charter under the heading "External Auditors".

External Auditor Service Fees (By Category)

The aggregate fees billed by the Company's external auditors in each of the last two financial years for audit fees are as follows:

Financial Year	Audit Fees[1]	Audit Related Fees[2]	Tax Fees[3]	All Other Fees[4]
October, 2014	$ 76,704.00	Nil	Nil	Nil
October, 2013	$ 82,762.80	Nil	Nil	Nil

[1] Includes services for the annual audit of the Company's financial statements.

[2] Fees charged for assurance and related services reasonably related to the performance of an audit, and not included under "Audit Fees".
[3] Fees charged for tax compliance services.
[4] Fees for services other than disclosed in any other column.

Exemption

The Company is a "venture issuer" as defined in NI 52-110 and is relying on the exemptions in section 6.1 of NI 52-110 relating to Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) thereof.

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

National Instrument 58-101, *Disclosure of Corporate Governance Practices*, requires all reporting issuers to provide certain annual disclosure of their corporate governance practices with respect to the corporate governance guidelines adopted in National Instrument 58-201 ("Guidelines"). These Guidelines are not prescriptive. Corporate governance relates to the activities of the board of directors, the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the board and who are charged with the day-to-day management of the Company. The Company's board of directors is committed to sound corporate governance practices, which are both in the interests of its shareholders and contribute to effective and efficient decision-making. The Company feels its corporate governance practices are appropriate and effective for the Company, given its relatively small size and limited operations. The Company's method of corporate governance allows for the Company to operate efficiently, with simple checks and balances that control and monitor management and corporate functions without excessive administrative burden.

Board of Directors

Management is nominating five (5) individuals to the Company's Board of directors, all of whom are current directors of the Company.

The Guidelines suggest that the board of directors of every reporting issuer should be constituted with a majority of individuals who qualify as "independent" directors under NI 52-110, which provides that a director is independent if he or she has no direct or indirect "material relationship" with the company . A "material relationship" is a relationship which could, in the view of the Company's Board, be reasonably expected to interfere with the exercise of a director's independent judgment.

The Company's Board is currently composed of five (5) directors. Of the proposed nominees for director, Richard Baxter, President and Chief Executive Officer, and Patrick Bonney, Vice-President of Corporate Development, are management directors and accordingly not considered independent. The remaining 3 proposed nominees are considered to be independent.

Board Mandate

The mandate of the Board is to oversee or supervise the management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company's affairs directly and through its committees. In fulfilling its mandate, the Board, among other matters, is responsible for reviewing and approving the Company's overall business strategies and business plans, reviewing and approving significant capital investments, reviewing major strategic initiatives to ensure that the Company's proposed actions accord with shareholder objectives; reviewing succession planning; assessing management's performance against approved business plans and

industry standards; reviewing and approving the reports and other disclosure issued to shareholders; ensuring the effective operation of the Board; and safeguarding shareholders' equity interests through the optimum utilization of the Company's capital resources.

The Board relies on management for periodic reports, and to provide the support and information necessary to enable the board to fulfil its obligations. The Board has delegated certain responsibilities to management but requires transactions and commitments above a certain threshold to be reviewed and approved by the Board prior to execution. Any responsibility not delegated to senior management or a Board committee remains with the full Board. One of the Board's responsibilities is to review and, if thought fit, to approve opportunities as presented by management and to provide guidance to management. The Board expects management to operate the business of the Company in a manner that enhances shareholder value and is consistent with the highest level of integrity.

Other Directorships

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

Director	Reporting Issuer
Joel Dumaresq	Sojourn Ventures Inc.; Shelby Ventures Inc.; Cricket Resources Inc.; Coronet Metals Inc.; Sora Capital Corp.; Taipan Resources Inc.

Orientation and Continuing Education

New Board members receive orientation, commensurate with their previous experience, on the Company's industry, business and operations and the responsibilities of directors. Board members are encouraged to communicate with management, auditors and industry consultants; to keep themselves current with industry trends and developments and changes in regulations; and to attend related industry seminars and visit the Company's operations. Board members have full access to the Company's records.

Ethical Business Conduct

The Board is of the view that the fiduciary duties placed on individual directors by governing corporate legislation and general common law, including the avoidance of conflicts of interest, promote a culture of ethical business conduct.

Nomination of Directors

The Board is responsible for identifying new candidates for Board nomination. The Board assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors.

Other Board Committees

In addition to the Audit Committee, the Board has appointed a Compensation Committee currently comprised of three independent directors: Robert Emri, Pesach (Pace) Goldman and Joel Dumaresq.

Compensation

Compensation for the Company's directors and officers is determined based on recommendations of the Compensation Committee, considering industry standards, performance of corporate objectives, and the Company's financial position.

Assessments

The Board monitors but does not formally assess the performance of the Board as a whole, its committees or its individual members. Effectiveness is subjectively measured by comparing actual corporate results with stated objectives. The performance and contribution of an individual director are informally monitored by the other Board members, having in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board.

MATTERS TO BE ACTED UPON AT THE MEETING

Election of Directors

Shareholders will be asked to vote in favour of the election of following nominees for directors (see section entitled "Election of Directors" above):

RICHARD BAXTER
ROBERT EMRI
PATRICK BONNEY
PESACH (PACE) GOLDMAN
JOEL DUMARESQ

Appointment of Auditor

Shareholders will be asked to vote for the re-appointment of Davidson & Company LLP, of Suite 1200 – 609 Granville Street, Vancouver, B.C. V7Y 1G6, as Auditor of the Company for the ensuing year, until the close of the next Annual General Meeting, at a remuneration to be fixed by the directors. Davidson & Company LLP were first appointed as auditors for the Company in 2009.

Approval and Ratification of Stock Option Plan

The Company presently has in place a "rolling" Stock Option Plan whereby the Company is authorized to grant stock options of up to 10% of its issued and outstanding shares from time to time.
The material terms of the Stock Option Plan are as follows:

1. The persons eligible to be granted options are directors, officers, employees or consultants of the Company or its subsidiaries at the time the Option is granted.

2. The maximum number of shares that may be reserved for issuance under the Plan shall not exceed 10% of the Company's issued and outstanding shares at the time of the grant.

3. No more than (i) 5% of the shares reserved for issuance may be granted to any one individual in any 12 month period; (ii) no more than 2% of the shares reserved for issuance may be granted to a consultant in any 12 month period; and (iii) no more than 2% of the shares reserved for issuance may be granted in aggregate to persons engaged in investor relations activities in any 12 month period.

4. The exercise price of any options granted under the 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 TSX-V to a minimum of $0.05 per share.

5. The maximum term of Options shall be 10 years.

6. Options will terminate upon the earlier of:
   (i) the date specified in the option agreement;
   (ii) termination of the option holder's position in the Company for just cause;
   (iii) where the option holder's position in the Company is terminated for a reason other than just cause or death, within 30 days after such termination; and
   (iv) where the option holder's position in the Company is terminated by death, within 3 to 6 months from the date of death, as determined by the Plan administrator.

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.

The full text of the Stock Option Plan is attached hereto as Schedule "B". The TSX Venture Exchange requires listed companies that have "rolling" stock option plans in place to receive shareholder approval to such Plan at the company's annual meeting of shareholders. As such, shareholders will be asked to approve and ratify the Stock Option Plan by way of an ordinary resolution.

Approval and Ratification of Advance Notice Policy

The Company intend to adopt an advance notice policy (the "Advance Notice Policy"). The purpose of this Policy is to provide shareholders, directors and management of the Company with a clear procedure for nominating directors.

This Policy sets out the method of notice and the deadlines by which shareholders of the Company must submit director nominations to the Company prior to any annual or special meeting of shareholders, as well as the information that a shareholder must include in the notice in order for any director nominee to be eligible for election at any annual or special meeting of shareholders. The full text of the Advance Notice Policy is attached to this Information Circular as Schedule "C". As such, shareholders will be asked to approve and ratify the Advance Notice Policy by way of an ordinary resolution.

OTHER MATTERS

The Company will consider and transact such other business as may properly come before the Meeting or any adjournment thereof. Management knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting, the shares represented by the instrument of proxy solicited hereby will be voted on such matters in accordance with the best judgment of the persons voting the proxy.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on its website www.parkitenterprise.com and on its profile on the SEDAR website at www.sedar.com. Shareholders may contact the Company at Suite 1088 – 999 West Hastings Street, Vancouver, B.C. V6C 2W2 (Tel: 604-424-8700).

APPROVAL

The content and sending of this Information Circular has been approved by the Company's Board of directors.

DATED at Vancouver, British Columbia, the 13th day of April, 2015.

BY ORDER OF THE BOARD

"Richard Baxter"
President and Chief Executive Officer

SCHEDULE "A" to Information Circular

AUDIT COMMITTEE CHARTER

PARKIT ENTERPRISE INC.

Mandate

The primary function of the audit committee (the "Committee") is to assist the Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company's systems of internal controls regarding finance and accounting, and the Company's auditing, accounting and financial reporting processes. Consistent with this function, the Committee will encourage continuous improvement of, and should foster adherence to, the Company's policies, procedures and practices at all levels. The Committee's primary duties and responsibilities are to:

- serve as an independent and objective party to monitor the Company's financial reporting and internal control systems and review the Company's financial statements;
- review and appraise the performance of the Company's external auditors; and
- provide an open avenue of communication among the Company's auditors, financial and senior management and the Board of Directors.

Composition

The Committee shall be comprised of three directors as determined by the Board of Directors, the majority of whom shall be free from any relationship that, in the opinion of the Board of Directors, would reasonably interfere with the exercise of his or her independent judgment as a member of the Committee. All members of the Committee must be financially literate (having 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 presumably be expected to be raised by the Company's financial statements).

The members of the Committee shall be appointed by the Board of Directors at its first meeting following the annual shareholders' meeting.

Meetings

The Committee shall meet at least four times annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with management and the external auditors in separate sessions.

Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

Documents/Reports Review

(a) Review and update this Charter annually.

(b) Review the Company's financial statements, MD&A and any annual and interim earnings, press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

(c) Confirm that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements.

External Auditors

(a) Review annually, the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.

(b) Obtain annually, a formal written statement of the external auditors setting forth all relationships between the external auditors and the Company, consistent with the Independence Standards Board Standard 1.

(c) Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.

(d) Take, or recommend that the full Board of Directors, take appropriate action to oversee the independence of the external auditors.

(e) Recommend to the Board of Directors the selection and compensation and, where applicable, the replacement of the external auditors nominated annually for shareholder approval.

(f) At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.

(g) Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.

(h) Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.

(i) Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:

  (i) the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of fees paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;

  (ii) such services were not recognized by the Company at the time of the engagement to be non-audit services; and

  (iii) such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Committee. Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting

following such approval, such authority may be delegated by the Committee to one or more independent members of the Committee.

Financial Reporting Processes

(a) In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.

(b) Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.

(c) Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.

(d) Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.

(e) Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.

(f) Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.

(g) Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.

(h) Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.

(i) Review certification process.

(j) Establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Other

Review any related-party transactions.

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Schedule "B" to Information Circular

PARKIT ENTERPRISE INC.

STOCK OPTION PLAN

PART 1
INTERPRETATION

1.1 Defined Terms. For the purposes of this Plan, the following terms shall have the following meanings:

"**Administrator**" has the meaning ascribed thereto in Section 3.1 hereof;

"**Affiliate**" means a corporation related to another corporation if one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same Person;

"**Applicable Laws**" means all legal requirements relating to the administration of stock option plans, if any, under applicable corporate laws, any applicable state or provincial securities laws, the rules and regulations promulgated thereunder, and the requirements of the Exchange, and the laws of any foreign jurisdiction applicable to Options granted to residents therein;

"**Associate**" means, where used to indicate a relationship with any Person,

(i) any relative, including the spouse, son or daughter, of that Person or a relative of that Person's spouse, if the relative has the same home as that Person,

(ii) any partner, other than a limited partner, of that Person,

(iii) any trust or estate in which such Person has a substantial beneficial interest or as to which such Person serves as trustee or in a similar capacity, or

(iv) any corporation of which such Person beneficially owns, directly or indirectly, voting securities carrying more than ten percent of the voting rights attached to all outstanding voting securities of the corporation;

"**Board**" means the Board of Directors of the Company;

"**Blackout Period**" means a period during which an Optionee is restricted by the Company from trading in the Company's securities pending the dissemination of previously undisclosed material information;

"**Charitable Option**" means an Option or equivalent security granted by the Company to an Eligible Charitable Organization;

"**Charitable Organization**" has the meaning as ascribed thereto in the Tax Act;

"**Committee**" means a committee of the Board appointed in accordance with Section 3.2 hereof;

"**Company**" means Parkit Enterprise Inc. and its Affiliates;

"**Consultant**" means, in relation to the Company, an individual (other than an Employee or a Director or Officer of the Company) or corporation, that:

(i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company, other than services provided in relation to a distribution of securities,

(ii) provides the services under a contract between the Company or an Affiliate and the individual or corporation, as the case may be

(iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate; and

(iv) has a relationship with the Company or an Affiliate that enables the individual or corporation to be knowledgeable about the business and affairs of the Company;

"**Date of Grant**" means the date on which a grant of an Option is effective;

"**Director**" means a director of the Company or an Affiliate;

"**Disability**" means a medically determinable physical or mental impairment expected to result in death or to last for a continuous period of not less than 12 months which causes an individual to be unable to

engage in any substantial gainful activity;

"**Discounted Market Price**" has the meaning ascribed thereto in the Exchange Policies;

"**Disinterested Shareholder Approval**" means approval by a majority of the votes cast by shareholders of the Company or their proxies at a shareholders' meeting other than votes attaching to securities beneficially owned by Insiders to whom Options may be granted pursuant to this Plan and their Associates and, for purposes of this Plan, holders of non-voting and subordinate voting securities (if any) will be given full voting rights on a resolution which requires disinterested shareholder approval;

"**Eligible Charitable Organization**" means:

(i) any Charitable Organization or Public Foundation which is a Registered Charity, but is not a Private Foundation, or

(ii) a Registered National Arts Services Organization.

"**Employee**" means:

(i) an individual who is considered an employee of the Company or an Affiliate under the Tax Act (and for whom income tax, employment insurance and CPP deductions must be made at source);

(ii) an individual who works full-time for the Company or an Affiliate providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or

(iii) an individual who works for the Company or an Affiliate on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source;

"**Exchange**" means the TSX Venture Exchange, or any other stock exchange on which the Company's Shares are listed for trading;

"**Exchange Policies**" mean the policies set forth in the Exchange's Corporate Finance Manual, as amended from time to time.

"**Guardian**" means the guardian, if any, appointed for an Optionee;

"**Insider**" means:

(i) a director or senior officer of the Company;

(ii) a director or senior officer of an entity that is itself an insider or subsidiary of the Company; or

(iii) a Person that beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company; or

(iv) the Company itself if it holds any of its own securities;

"**Investor Relations Activities**" has the meaning ascribed thereto in the Exchange Policies;

"**Management Company Employee**" means an individual employed by a Person providing management services to the Company (other than Investor Relations Activities), which are required for the ongoing successful operation of the business of the Company;

"**Officer**" means the chief executive officer, the chief financial officer, president, vice president, secretary, treasurer, manager, comptroller and any person routinely performing corresponding functions and/or policy making functions with respect to the Company or its Affiliates, and includes a Management Company Employee that provides the services of such Officer;

"**Option**" means an option to purchase Shares granted pursuant to the provisions of this Plan;

"**Option Agreement**" means a written agreement between the Company and an Optionee, specifying the terms of the Option being granted to the Optionee under this Plan, which may be in the form set out in Schedule "A" hereto;

"**Option Price**" means the price at which an Option to purchase Shares is exercisable;

"**Optionee**" means the recipient of an Option granted by the Company;

"**Person**" means a natural person, firm, corporation, government, or political subdivision or agency of a

government; and where two or more Persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an issuer, such syndicate or group shall be deemed to be a Person;
"**Plan**" means this stock option plan of the Company, as amended from time to time;
"**Private Foundation**" has the meaning as ascribed thereto in the Tax Act;
"**Public Foundation**" has the meaning as ascribed thereto in the Tax Act;
"**Registered Charity**" has the meaning as ascribed thereto in the Tax Act;
"**Registered National Arts Services Organization**" has the meaning as ascribed thereto in the Tax Act;
"**Shares**" means the common shares without par value in the capital of the Company;
"**Successor**" means the legal heirs or personal representatives of the Optionee upon death, pursuant to a will or the laws of descent and distribution of the applicable jurisdictions;
"**Tax Act**" means the Income Tax Act (Canada), as amended from time to time;
"**Term**" means the period of time during which an Option is exercisable; and
"**Terminating Event**" means:

(v) the dissolution or liquidation of the Company, or
(vi) a material change in the capital structure of the Company that is deemed to be a Terminating Event pursuant to Section 10.1 or 10.5 hereof.

Part 2
ESTABLISHMENT AND PURPOSE OF THE PLAN

2.1 Establishment of the Plan. The Company hereby establishes this Plan to govern the grant, administration and exercise of Options which may be granted to eligible Optionees. The Plan is designed to be a "rolling" stock option plan under Exchange Policies, reserving at any one time a maximum of 10% of the issued Shares of the Company for the exercise of Options.

2.2 Principal Purposes. The principal purposes of this Plan are to provide the Company with the advantages of the incentive inherent in stock ownership on the part of Directors, Officers, Employees and Consultants responsible for the continued success of the Company; to create in such individuals a proprietary interest in, and a greater concern for, the welfare and success of the Company; to encourage such individuals to remain with the Company; and to attract new Directors, Officers, Employees and Consultants to the Company.

2.3 Benefit to Shareholders. This Plan is expected to benefit shareholders by enabling the Company to attract and retain personnel of the highest caliber by offering them an opportunity to share in any increase in value of the Shares resulting from their efforts.

Part 3
ADMINISTRATION

3.1 Board or Committee. This Plan shall be administered by the Board or by a Committee appointed in accordance with Section 3.2 hereof. The Board or, if applicable, the Committee is hereinafter referred to as the "Administrator".

3.2 Appointment of Committee. The Board may at any time appoint a Committee, consisting of not less than two of its members, to administer this Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan. Once appointed, the Committee shall continue to serve until otherwise directed by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members, remove members (with or without cause) and

appoint new members in their place, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer this Plan.

3.3 Quorum and Voting. A majority of the members of the Committee shall constitute a quorum, and, subject to the limitations in this Part 3, all actions of the Committee shall require the affirmative vote of members who constitute a majority of such quorum. Members of the Committee who are disinterested Persons to an action may vote on any matters affecting the administration of this Plan or the grant of Options pursuant to this Plan, except that no such member shall act upon the granting of an Option to himself (but any such member may be counted in determining the existence of a quorum at any meeting of the Committee during which action is taken with respect to the granting of Options to him).

3.4 Powers of Administrator. Subject to the provisions of this Plan and any Applicable Laws, and with a view to effecting the purpose of this Plan, the Administrator shall have sole authority, in its absolute discretion, to:

(a) administer this Plan in accordance with its express terms;
(b) determine all questions arising in connection with the administration, interpretation, and application of this Plan, including all questions relating to the value of the Shares;
(c) correct any defect, supply any information, or reconcile any inconsistency in this Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of this Plan;
(d) prescribe, amend, and rescind rules and regulations relating to the administration of this Plan;
(e) determine the duration and purposes of leaves of absence from employment which may be granted to Optionees without constituting a termination of employment for purposes of this Plan;
(f) do the following with respect to the granting of Options:
    (i) determine the Directors, Officers, Employees and Consultants to whom Options shall be granted, based on the eligibility criteria set out in this Plan,
    (ii) determine the terms and conditions of the Option Agreement to be entered into with any Optionee (which need not be identical with the terms of any other Option Agreement),
    (iii) amend the terms and conditions of Option Agreements, provided the Administrator obtains:
        A. the consent of the Optionee, and
        B. if applicable, the approval of the Exchange and/or Disinterested Shareholder Approval,
    (iv) determine when Options shall be granted,
    (v) determine the Option Price of each Option, and
    (vi) determine the number of Shares subject to each Option; and
(g) make all other determinations necessary or advisable for administration of this Plan.

3.4 Obtain Regulatory Approvals. In administering this Plan, the Administrator will obtain any regulatory approvals which may be required pursuant to all Applicable Laws. This Plan is subject to these approvals.

3.5 Annual Shareholder Approval. This Plan must receive approval of the Company's shareholders annually at the Company's annual general meeting. Evidence that the majority of the shareholders are in favour of a proposal to approve the Plan or any amendment thereto is not sufficient.

3.6 Administration by Administrator. All determinations made by the Administrator in good faith on matters referred to in Section 3.4 hereof shall be final, conclusive, and binding upon the Company and the relevant Optionee. The Administrator shall have all powers necessary or appropriate to accomplish its duties under this Plan. In addition, the Administrator's administration of this Plan shall in all respects be consistent with Exchange Policies.

Part 4
ELIGIBILITY

4.1 General Eligibility. Options may be granted to an Eligible Charitable Organization or a Director, Officer, Employee or Consultant of the Company or an Affiliate at the time the Option is granted. An Optionee shall not be precluded from being granted an Option solely because such Optionee may previously have been granted an Option under this Plan.

4.2 No Violation of Laws. No Option shall be granted to any Optionee unless the Administrator has determined that the grant of such Option and the exercise thereof by the Optionee will not violate any Applicable Laws.

4.3 Optionees to be Named. No Options shall be granted unless and until the Options have been allocated to a particular Optionee(s).

Part 5
SHARES SUBJECT TO THIS PLAN

5.1 Maximum Number of Shares Reserved Under Plan. The aggregate number of Shares which may be reserved for issuance pursuant to the exercise of Options granted under this Plan shall not exceed 10% of the Company's issued and outstanding shares at the time of the grant. Such number of Shares is subject to adjustment in accordance with Part 10 hereof. Any Shares reserved for issuance pursuant to the exercise of stock options granted by the Company prior to this Plan coming into effect and which are outstanding on the date on which this Plan comes into effect shall be included in determining the number of Shares reserved for issuance hereunder as if such stock options were granted under this Plan. The terms of this Plan shall not otherwise govern such pre-existing stock options.

5.2 Sufficient Authorized Shares to be Reserved. If the constating documents of the Company limit the number of authorized Shares, a sufficient number of Shares shall be reserved by the Board to satisfy the exercise of Options granted under this Plan. Shares that were the subject of Options that have expired or terminated may once again be subject to an Option granted under this Plan.

5.3 Disinterested Shareholder Approval. Unless Disinterested Shareholder Approval is obtained, under no circumstances shall this Plan, together with all of the Company's other previously established or proposed stock option plans, employee stock purchase plans or any other compensation or incentive mechanisms involving the issuance or potential issuance of Shares, result in or allow at any time:

(a) the number of Shares reserved for issuance pursuant to Options granted to Insiders (as a group) at any point in time exceeding 10% of the issued and outstanding Shares;

(b) the grant to Insiders (as a group), within a 12 month period, of an aggregate number of Options exceeding 10% of the issued and outstanding Shares at the time of the grant of the Options;

(c) the issuance to any one Optionee, within any 12 month period, of an aggregate number of Options exceeding 5% of the issued and outstanding Shares at the time of the grant of the Options;

(d) any individual Option grant that would result in any of the limitations set out in sections 5.3 (a), (b) or (c) being exceeded; or

(e) any amendment to Options held by Insiders that would have the effect of decreasing the exercise price of such Options.

For purposes hereof, Options held by an Insider at any point in time that were granted to such Person prior to it becoming an Insider shall be considered Options granted to an Insider irrespective of the fact that the Person was not an Insider

5.4 Number of Shares Subject to this Plan. Upon exercise of an Option, the number of Shares thereafter available under such Option shall decrease by the number of Shares as to which the Option was exercised; however the same number of Shares shall thereafter again be available for the purposes of this Plan.

5.5 Expiry of Option. If an Option expires or terminates for any reason without having been exercised in full, the un-purchased Shares subject thereto shall again be available for the purposes of this Plan.

Part 6
TERMS AND CONDITIONS OF OPTIONS

6.1 Option Agreement. Each Option shall be evidenced by an Option Agreement, which may contain such terms, not inconsistent with this Plan or any Applicable Laws, as the Administrator in its discretion may deem advisable; provided, that each Option Agreement shall contain the following terms:

(a) the number of Shares subject to purchase pursuant to such Option;

(b) the Date of Grant;

(c) the Term;

(d) the Option Price;

(e) the Option is not assignable or transferable; and

(f) such other terms and conditions as the Administrator deems advisable and are consistent with the purposes of this Plan.

6.2 Exchange Restrictions of Reservations. Notwithstanding any other provision hereof, for so long as the Shares are listed on the Exchange, the number of Shares reserved for issuance to:

(i) any one Optionee pursuant to Options granted to such Optionee during any 12 month period shall not exceed 5% of the issued and outstanding Shares, calculated at the date such Options are granted;

(ii) any one Optionee, who is a Consultant, in respect of Options granted to such Consultant during any 12 month period shall not exceed 2% of the issued and outstanding Shares, calculated at the date such Options are granted;

(iii) all Optionees who are engaged or employed in Investor Relations Activities during any 12 month period shall not exceed in the aggregate 2% of the issued and outstanding Shares, calculated at the date such Options are granted; and

(iv) Eligible Charitable Organizations shall not at any time exceed 1% of the issued and outstanding Shares of the Corporation, calculated at the date such Options are granted.

6.3 Exercise Price. Subject to the policies of the Exchange, the Option Price shall not be less than the Discounted Market Price, provided that (i) if the Company has just been recalled for trading following a

suspension or halt, the Company must wait until a satisfactory market has been established before setting the exercise price for and granting of the Options (generally ten days from the date of resumption of trading); (ii) a minimum price cannot be established unless the Options are allocated to particular Optionees; and (ii) if Options are granted within 90 days of a distribution of securities by way of a prospectus, the minimum exercise price of those Options will be the greater of the Discounted Market Price and the prospectus offering price (the 90 day period to be calculated from the date a final receipt is issued for the prospectus).

6.4 Maximum Term of Ten Years. Subject to section 6.5, the maximum Term of an Option granted shall be ten years from the Date of Grant.

6.5 Blackout Period. The Term of an Option shall be automatically extended if the expiry date falls within a Blackout Period provided that: (i) the Blackout Period is imposed by the Company pursuant to its internal trading polices as a result of the bona fide existence of undisclosed material information; (ii) the Blackout Period expires upon the general disclosure of such material information; (iii) the extension is not more than ten business days from the expiry of the Blackout Period; and (iv) such automatic extension is not applicable if the Company or Optionee is also subject to a cease trade order or similar trading restriction.

6.6 Vesting Schedule. No Option shall be exercisable until it has vested. The vesting schedule for each Option shall be specified by the Administrator at the time of grant of the Option prior to the provision of services with respect to which such Option is granted; provided, that if no vesting schedule is specified at the time of grant, the Option shall vest on the date it is granted.

Notwithstanding the foregoing, for Options granted to Optionees who provide Investor Relations Activities and where no vesting schedule is specified at the time of grant, the Options shall vest according to the following schedule:

Vesting Period	**Percentage of Total Option Vested**
3 Months after Date of Grant	25%
6 Months after Date of Grant	50%
9 Months after Date of Grant	75%
12 Months after Date of Grant	100%

6.7 Acceleration of Vesting. The vesting of outstanding Options may be accelerated by the Administrator at such times and in such amount as it may determine in its sole discretion.

6.8 Hold Periods. In addition to any resale restrictions under any Applicable Laws, if the Option Price is set at a discount to the Market Price (as defined in Exchange Policies), the Option Agreements and the certificates representing any Shares realized on the exercise thereof will bear the following legend:

> WITHOUT PRIOR WRITTEN APPROVAL OF THE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL **[insert date that is four months and one day after the grant of the Options]**.

6.9 Form for Non-Individuals. If a proposed Optionee is a corporation or is otherwise not an individual, it must provide the Exchange with a completed Form 4F – Certification and Undertaking Required from a Corporation Granted an Incentive Stock Option, or any amended or replacement form.

6.10 Bona Fide Optionee. By execution of an Option Agreement, the Optionee represents that he, she or it is a bona fide Director, Officer, Employee or Consultant, as the case may be. It will be the joint responsibility of the Company and the Optionee that the Optionee is and will remain a bona fide Employee, Consultant or Management Company Employee.

Part 7
EXERCISE OF OPTION

7.1 Method of Exercise. Subject to any limitations or conditions imposed upon an Optionee pursuant to the Option Agreement or Part 6 hereof, an Optionee may exercise an Option, prior to the expiry date thereof, by giving written notice thereof to the Company at its principal place of business or as otherwise indicated by the Company in writing.

7.2 Payment of Option Price. The notice described in Section 7.1 hereof shall be accompanied by full payment of the Option Price to the extent the Option is so exercised, and full payment of any amounts the Company determines must be withheld for tax purposes from the Optionee pursuant to the Option Agreement. Such payment shall be in lawful money (Canadian funds) in cash or by certified cheque.

7.3 Issuance of Stock Certificate. As soon as practicable after exercise of an Option in accordance with Sections 7.1 and 7.2 hereof, the Company shall issue a stock certificate evidencing the Shares with respect to which the Option has been exercised. Upon due exercise of an Option, the Optionee shall be entitled to all rights to vote or receive dividends or any other rights as a shareholder with respect to such Shares.

7.4 Monitoring Trading. An Optionee who performs Investor Relations Activities shall provide written notice to the Board of each of his trades of securities of the Company, within five business days of each trade.

Part 8
TRANSFERABILITY OF OPTIONS

8.1 Non-Transferable. Except as provided otherwise in this Part 8, Options are non-assignable and non-transferable.

8.2 Death of Optionee. If an Optionee should die while any Options remain outstanding in his name, such Options shall pass to the Successor of the Optionee and shall be exercisable by the Successor for a period to be determined by the Administrator, which shall not be less than three months and not more than six months from the date of death.

8.3 Disability of Optionee. If the employment of an Optionee as an Employee or Consultant of the Company, or the position of an Optionee as a Director or Officer, is terminated by the Company by reason of such Optionee's Disability, any Option held by such Optionee that could have been exercised immediately prior to such termination of employment shall be exercisable by such Optionee, or by his Guardian, for a period of 90 days following the termination of employment of such Optionee.

8.4 Vesting. Options held by a Successor or exercisable by a Guardian shall, during the period prior to their termination, continue to vest in accordance with any vesting schedule to which such Options are subject.

8.5 Majority Agreement. If two or more Persons constitute the Successor or the Guardian of an Optionee, the rights of such Successor or such Guardian shall be exercisable only upon the majority agreement of such Persons.

8.6 Deemed Non-Interruption of Employment. Employment shall be deemed to continue intact during any military or sick leave or other bona fide leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Optionee's right to re-employment with the Company is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Optionee's re-employment is not so guaranteed, then his or her employment shall be deemed to have terminated on the 91st day of such leave.

Part 9
TERMINATION OF OPTIONS

9.1 Termination of Options. To the extent not earlier exercised or terminated, an Option shall terminate at the earliest of the following dates:

(a) the termination date specified for such Option in the Option Agreement;

(b) where the Optionee's position as an Employee, Consultant, Director or Officer is terminated for just cause, the date of such termination for just cause;

(c) where the Optionee's position as an Employee, Consultant, Director or Officer terminates for a reason other than the Optionee's Disability, death, or termination for just cause, 30 days after such date of termination, or such other period as may be determined by he Board;

(d) where the Optionee's position as an Employee, Consultant, Director or Officer terminates as a result of the Optionee's death, such Options may be exercisable by the Successor for a period to be determined by the Administrator, which shall not be less than three months and not more than six months from the date of death;

(e) the date of any sale, transfer, assignment or hypothecation, or any attempted sale, transfer, assignment or hypothecation, of such Option in violation of Section 8.1 hereof; and

(f) the date specified in Section 10.5 hereof for such termination in the event of a Terminating Event.

Part 10
ADJUSTMENTS TO OPTIONS

10.1 Alteration of Capital. In the event of any material change in the outstanding Shares of the Company prior to complete exercise of any Option by reason of any stock dividend, split, recapitalization, amalgamation, merger, consolidation, combination or exchange of shares or other similar corporate change, an equitable adjustment shall be made in one or more of the maximum number or kind of Shares issuable under this Plan or subject to outstanding Options, and the Option Price of such shares. Any such adjustment shall be made in the sole discretion of the Board, acting on recommendations made by the Administrator, and shall be conclusive and binding for all purposes of this Plan. If the Administrator determines that the nature of a material alteration in the capital structure of the Compmany is such that it is not practical or feasible to make appropriate adjustments to this Plan or to the Options granted hereunder, such event shall be deemed a Terminating Event for the purposes of this Plan.

10.2 No Fractions. No fractional Shares shall be issued upon the exercise of an Option and accordingly, if as a result of any adjustment set out hereof an Optionee would be entitled to a fractional Share, the Optionee shall have the right to purchase only the adjusted number of full Shares and no payment or other adjustment shall be made with respect to the fractional Share so disregarded.

10.3 Terminating Events. Subject to Section 10.4 hereof, all Options granted under this Plan shall terminate upon the occurrence of a Terminating Event.

10.4 Notice of Terminating Event. The Administrator shall give notice to Optionees not less than 30 days prior to the consummation of a Terminating Event. Upon the giving of such notice, all Options granted under this Plan shall become immediately exercisable, notwithstanding any contingent vesting provision to which such Options may have otherwise been subject.

10.5 General Offer for Shares. Notwithstanding anything else herein to the contrary, in the event (i) an offer to purchase the Shares shall be made to the holders of the Shares generally, unless the Board determines that such offer will not result in any change in control of the Corporation, or (ii) of a sale of all or substantially all of the assets of the Company, or (iii) the sale, pursuant to an agreement with the Company, of securities of the Company pursuant to which the Company is or becomes a subsidiary of another corporation, then unless provision is made by the acquiring corporation for the assumption of each Option or the substitution of a substantially equivalent option therefor, the Company shall give written notice thereof to each Optionee holding Options under this Plan and such Optionees shall be entitled to exercise his or its Options to the extent previously unexercised, regardless of whether such Optionee would otherwise be entitled to exercise such Options to such extent at that time, within the 30 day period immediately following the giving of such notice. Any Options not exercised within such 30 day period will immediately terminate and such event shall be deemed to be a Terminating Event.

10.6 Determinations to be made by Administrator. Adjustments and determinations under this Part 10 shall be made by the Administrator, whose decisions as to what adjustments or determination shall be made, and the extent thereof, shall be final, binding, and conclusive.

Part 11
TERMINATION AND AMENDMENT OF PLAN

11.1 Termination of Plan. The Administrator may terminate this Plan at the same time as all Options are terminated upon a Terminating Event pursuant to section 10.1. The Administrator may terminate this Plan at such other time and on such conditions as the Administrator may determine, provided that no such termination shall be effected if do so would affect the rights of then existing Optionees, without the approval of such Optionees.

11.2 Power of Administrator to Amend Plan. The Administrator may, subject to the approval of the Exchange, amend this Plan so as to: (i) correct typographical errors; (ii) clarify existing provisions of the Plan, which clarifications do not have the effect of altering the scope, nature or intent of such provisions; and (iii) maintain compliance with any Applicable Laws. The Administrator may condition the effectiveness of any such amendment on the receipt of shareholder approval at such time and in such manner as the Administrator may consider necessary for the Corporation to comply with or to avail the Company and/or the Optionees of the benefits of any securities, tax, market listing or other administrative or regulatory requirements. No such amendment, suspension or termination shall adversely affect rights under any Options previously granted without the consent of the Optionees to whom such Options were granted.

Notwithstanding the foregoing, the Company may grant Options under amendments made to this Plan that it would not otherwise be permitted to grant prior to obtaining requisite shareholder approval, provided that: (i) the Company also obtains specific shareholder approval for such grants, separate and apart from shareholders' approval to the amendments, (ii) no Options granted under the amendments are exercised prior to shareholder approval, (iii) shareholder approval is obtained on or before the earlier of the Company's next annual general meeting or 12 months from the amendment of the Plan. Should such shareholder approval not be obtained, the amendments will terminate and any Options granted thereunder will terminate.

11.3 Shareholder Approvals. Any shareholder approval required to amend this Plan must take place at a meeting of the shareholders. Evidence that the majority of the shareholders are in favour of a proposal to approve any amendment thereto is not sufficient.

11.4 No Grant During Suspension of Plan. No Option may be granted during any suspension, or after termination, of this Plan. Amendment, suspension, or termination of this Plan shall not, without the consent of the Optionee, alter or impair any rights or obligations under any Option previously granted.

Part 12
CONDITIONS PRECEDENT TO ISSUANCE OF SHARES

12.1 Compliance with Laws. Shares shall not be issued pursuant to the exercise of any Option unless the exercise of such Option and the issuance and delivery of such Shares comply with all Applicable Laws, and such issuance may be further subject to the approval of counsel for the Company with respect to such compliance, including the availability of an exemption from prospectus and registration requirements for the issuance and sale of such Shares. The inability of the Company to obtain from any regulatory body the authority deemed by the Company to be necessary for the lawful issuance and sale of any Shares under this Plan, or the unavailability of an exemption from prospectus and registration requirements for the issuance and sale of any Shares under this Plan, shall relieve the Company of any liability with respect to the non-issuance or sale of such Shares.

12.2 Representations by Optionee. As a condition precedent to the exercise of any Option, the Company may require the Optionee to represent and warrant, at the time of exercise, that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such representations and warranties are required by any Applicable Laws. If necessary under Applicable Laws, the Administrator may cause a stop-transfer order against such Shares to be placed on the stock books and records of the Company, and a legend indicating that the Shares may not be pledged, sold or otherwise transferred unless an opinion of counsel is provided stating that such transfer is not in violation of any Applicable Laws, may be stamped on the certificates representing such Shares in order to assure an exemption from registration. The Administrator also may require such other documentation as may from time to time be necessary to comply with applicable securities laws. **THE CORPORATION HAS NO OBLIGATION TO UNDERTAKE REGISTRATION OF OPTIONS OR THE SHARES ISSUABLE UPON THE EXERCISE OF OPTIONS IN THE UNITED STATES OR ANY OTHER JURISDICTION OUTSIDE OF CANADA.**

12.3 Tax Withholding. The Optionee shall hold harmless the Company and be solely responsible, upon exercise of an Option or, if later, the date that the amount of such obligations becomes determinable, all applicable federal, provincial, local and foreign withholding taxes, determined as a result of and upon exercise of an Option or from a transfer or other disposition of Shares acquired upon exercise of an Option or otherwise related to an Option or Shares acquired in connection with an Option.

Part 13
NOTICES

13.1 Notices. All notices, requests, demands and other communications required or permitted to be given under this Plan and the Options granted under this Plan shall be in writing and may be served in any one of the following ways: (i) personally on the party to whom notice is to be given, in which case notice shall be deemed to have been duly given on the date of such service; (ii) facsimile transmission or by electronic mail, in which case notice shall be deemed to have been duly given on the date the fax or email is sent; or (iii) mailed to the party to whom notice is to be given, by first class mail, registered or certified, return receipt requested, postage prepaid, and addressed to the party at his or its most recent known address, in which case such notice shall be deemed to have been duly given on the fifth postal delivery day following the date of such mailing.

Part 14
MISCELLANEOUS PROVISIONS

14.1 No Obligation to Exercise. Optionees shall be under no obligation to exercise Options granted under this Plan.

14.2 No Obligation to Retain Optionee. Nothing contained in this Plan shall obligate the Company to retain an Optionee as a Director, Officer, Employee or Consultant for any period, nor shall this Plan interfere in any way with the right of the Company to change the terms or conditions of the Optionee's employment or engagement with the Company, including the Optionee's compensation.

14.3 Binding Agreement. The provisions of this Plan and each Option Agreement with an Optionee shall be binding upon such Optionee and the Successor or Guardian of such Optionee.

14.4 Governing Law. The laws of the Province of British Columbia shall apply to this Plan and all rights and obligations hereunder shall be determined in accordance with such laws.

14.5 Use of Terms. Where the context so requires, references herein to the singular shall include the plural, and vice versa, and references to a particular gender shall include either or both genders.

SCHEDULE A

PARKIT ENTERPRISE INC.

OPTION AGREEMENT

The Option granted herein is not assignable or transferable by the Optionee. Without prior written approval of the Exchange and compliance with all applicable securities legislation, the securities issued upon the exercise of the Option granted herein may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until four months and one day after the Grant Date.

This Option Agreement is entered into between Parkit Enterprise Inc. ("the Company") and the Optionee named below pursuant to the Company's Stock Option Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on _____, _____ (the "Grant Date");
2. _____ (the "Optionee");
3. was granted the option (the "Option") to purchase _____ Common Shares (the "Option Shares") of the Company;
4. at the price (the "Option Price") of $_____ per share;
5. which shall / shall not *(select)* be exercisable ("Vested") in accordance with Section 6.6 of the Plan *(applicable if the Optionee is a person who performs Investor Relations Activities for the Company)*;
6. shall expire on _____, 20____ (the "Expiry Date"); and
7. [insert other terms or conditions],

all on the terms and subject to the conditions set out in the Plan.

By receiving and accepting the Options, the Optionee:

(a) confirms that he has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Certificate;

(b) consents to the disclosure to the TSX Venture Exchange and all other regulatory authorities of all personal information of the undersigned obtained by the Company; and

(c) consents to the collection, use and disclosure of such personal information by the TSX Venture Exchange and all other regulatory authorities in accordance with their requirements, including the provision to third party service providers, from time to time.

Issued as of the _____ day of _____, 20___.

PARKIT ENTERPRISE INC.
By its authorized signatory:

_____

[NAME OF OPTIONEE]

_____

SCHEDULE B

Stock Option Plan

Exercise Notice

TO: **PARKIT ENTERPRISE INC.**
Suite 1088, 999 West Hastings Street
Vancouver, B.C. V6C 2W2

Re: Exercise of Options

The undersigned hereby irrevocably gives notice, pursuant to the stock option plan (the "Plan") of **PARKIT ENTERPRISE INC.** (the "Company"), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

(i) all of the Shares; or
(ii) certain of the Shares which are the subject of the option certificate attached hereto.

Calculation of total Exercise Price:

(i) number of Shares to be acquired on exercise: _____ shares
(ii) times the Exercise Price per Share: _____

Total Exercise Price, as enclosed herewith: _____

The undersigned tenders herewith a cheque or bank draft for the Total Exercise Price, payable to the Company, and directs the Company to issue the share certificate evidencing the Shares in the name of the undersigned to be mailed to the undersigned at the following address:

_____

_____

_____

All capitalized terms, unless otherwise defined in this exercise notice, will have the meaning provided in this Plan.

DATED the _____ day of _____, 20____.

_____
Signature of Option Holder

_____
Name of Option Holder (Print)

Schedule "C" to Information Circular

ADVANCE NOTICE POLICY
of
PARKIT ENTERPRISE INC.
(the "Company")

INTRODUCTION

The Company is committed to: (i) facilitating an orderly and efficient annual general or, where the need arises, special, meeting process; (ii) ensuring that all shareholders receive adequate notice of the director nominations and sufficient information with respect to all nominees; and (iii) allowing shareholders to register an informed vote having been provided sufficient disclosure and time to make appropriate decisions.

The purpose of this Advance Notice Policy (the "Policy") is to provide shareholders, directors and management of the Company with a clear procedure for nominating directors. This Policy sets out the method of notice and the deadlines by which shareholders of the Company must submit director nominations to the Company prior to any annual or special meeting of shareholders, as well as the information that a shareholder must include in the notice in order for any director nominee to be eligible for election at any annual or special meeting of shareholders.

It is the position of the Company that this Policy is beneficial to the Company, its shareholders and other stakeholders. This Policy will be subject to an annual review, and will reflect changes as required by securities regulatory agencies or stock exchanges, so as to meet industry standards.

NOMINATIONS OF DIRECTORS

1. Only persons who are eligible under the British Columbia *Business Corporations Act* (the "Act") and who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the board of directors of the Company (the "Board") may be made at any annual general meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors:

a) by or at the direction of the Board, including pursuant to a notice of meeting;

b) by or at the direction or request of one or more shareholders pursuant to a "proposal" made in accordance with the provisions of the Act, or a requisition of the shareholders made in accordance with the provisions of the Act; or

c) by any person (a "Nominating Shareholder"):

   i. who, at the close of business on the date of the giving by the Nominating Shareholder of the notice provided for below in this Policy and at the close of business on the record date for notice of such meeting, is entered in the Company's securities register as a holder of one or more common shares carrying the right to vote at such meeting or who beneficially owns the shares that are entitled to be voted at such meeting; and

   ii. who complies with the notice procedures set forth below in this Policy.

2. In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the Secretary of the Company at the principal executive offices of the Company.

3. To be timely, a Nominating Shareholder's notice to the Secretary of the Company must be made:

a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event the annual meeting of shareholders is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made (the "Notice Date"), notice by the Nominating Shareholder may be made not later than the close of business on the 10th day following the Notice Date; and

b) in the case of a special meeting (which is not also a general meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

The time periods for the giving of a Nominating Shareholder's notice set forth above shall in all cases be determined based on the original date of the applicable annual meeting or special meeting of shareholders, and in no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of such notice.

4. To be in proper written form, a Nominating Shareholder's notice to the Secretary of the Company must set forth:

a) as to each person whom the Nominating Shareholder proposes to nominate for election as director:

i. the name, age, business address and residential address of the person;

ii. the current principal occupation or employment of the person and the principal occupation or employment of the person within the 5 years preceding the date of the notice;

iii. the citizenship of such person;

iv. the class or series and number of shares in the capital of the Company which are directly or indirectly controlled or directed or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; and

v. any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below); and

b) as to the Nominating Shareholder giving the notice, full particulars regarding any proxy, contract, agreement, arrangement or understanding pursuant to which such Nominating Shareholder has a right to vote or direct the voting of any shares of the Company and any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below).

The Company may require any proposed nominee to furnish such other information as may be reasonably required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

5. No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Policy; provided, however, that nothing in this Policy shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any

matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the Act or at the discretion of the Chairman. The Chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedure set forth in the foregoing provisions of this Policy and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

6. For the purposes of this Policy:

a) "public announcement" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com; and

b) "applicable Securities Laws" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada.

7. Notwithstanding any other provision of this Policy, notice given to the Secretary of the Company pursuant to this Policy may only be given by personal delivery, facsimile transmission or by email (at such email address as stipulated from time to time by the Secretary of the Company for the purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery to the Secretary at the address of the principal executive offices of the Company, sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) or by email (at the address as aforesaid); provided that if such delivery or electronic communication is made on a day which is not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the next following day that is a business day.

8. Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement in this Policy.

GOVERNING LAW

This Policy shall be interpreted an enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in that province.

EFFECTIVE DATE

This Policy shall take effect upon the Company's shareholders passing an ordinary resolution in favour of its adoption.

****