



BLUEPRINT REALITY INC.

OFFERING MEMORANDUM

November 20, 2017

This Offering Memorandum constitutes a private offering of securities only in those jurisdictions and to those persons where and to whom they may be lawfully offered for sale, sold and therein only by those entities permitted to sell such securities. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of the securities referred to herein. No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. This is a risky investment. See Item 8. No person has been authorized to give any information or to make any representation not contained in this Offering Memorandum. The securities offered hereunder have not been and will not be registered under the United States Securities Act of 1933, as amended, (the "U.S. Securities Act") and the securities laws of any state of the United States, and may not be offered or sold to, directly or indirectly, in the United States or for the account or benefit of a person in the "United States" or a "U.S. person" (as such terms are defined in Regulation S under the U.S. Securities Act), except pursuant to registration under the 1933 Act and the securities laws of all applicable states or available exemptions therefrom. The Issuer has no obligation or present intention of filing a registration statement under the 1933 Act in respect of any of the securities offered herein. Hedging transactions involving these securities may not be conducted unless in compliance with the U.S. Securities Act.

**OFFERING MEMORANDUM
FOR NON-QUALIFYING ISSUERS
BLUEPRINT REALITY INC.**

Suite 101-1715 Cook Street, Vancouver, BC V5Y 3J6 Canada

Contact: Tarnie Williams | Email: Tarnie@blueprintreality.com | Tel. 604-773-4431

LISTING STATUS:

Currently Listed or Quoted?	No. These securities do not trade on any stock exchange or market.
Reporting Issuer?	No.
SEDAR Filer?	No.

THE OFFERING:

Securities Offered:	Unit and Common Share offering comprised of two tranches: (1) Unit offering of up to 3,350,000 units offered with a subscription price of CAD \$0.15 per unit, with each "Unit" comprised of one Common Share and one non-transferable common share purchase warrant exercisable at \$0.15 per share, with the warrants expiring on May 31, 2018. (2) Common share offering of up to 4,650,000 Common Shares with a subscription price of CAD \$0.15 per Common Share commencing after the first tranche is complete.
Price per Security:	The price per Unit is CAD \$0.15. The price per Common Share is CAD \$0.15.
Minimum/Maximum Offering	The Maximum Offering for the first tranche is 3,350,000 Units with a gross proceeds of CAD \$502,500. The Maximum Offering for the second tranche is 4,650,000 Shares with a gross proceeds of CAD \$697,500. The Issuer may, in its sole discretion, lower the number of Units or Common Shares offered. There is no minimum for either tranche of the offering. You may be the only purchaser. Funds available under the Offering will not be sufficient to accomplish our objectives. See "Risk Factors" below.
Minimum Subscription Amount:	The minimum subscription amount is CAD \$5,000 per investor. The Issuer may, in its sole discretion, lower the Minimum Subscription Amount.
Eligibility:	Residents of Alberta, Saskatchewan, New Brunswick, Nova Scotia and Ontario are subject to investment limits and must complete Schedules 1 and 2 (Classification of Investor and Investment Limits) under the Offering Memorandum Exemption. Residents of Manitoba wishing to subscribe for the Shares for an aggregate purchase price of more than \$10,000 must qualify as "Eligible Investors" as defined in the applicable securities legislation. Please note that both eligible and non-eligible investors are subject to investment limits.
Payment Terms:	Payment to be made in full to "Blueprint Reality Inc." by certified cheque or money-order or other form of guaranteed funds, concurrently with the delivery of a duly executed and completed Subscription Agreement. See Item 5, entitled "Securities Offered", below.
Tax Consequences:	There are important tax consequences to the purchase, ownership and disposition of these securities. See Item 6, entitled "Canadian Income Tax Consequences and RRSP Eligibility" below.
Proposed Closing Dates:	January 31, 2018 or such other earlier or later dates that may be determined by the Issuer.
Selling Agent	Yes, see Item 7, entitled "Compensation Paid to Sellers and Finders", below.

RESALE RESTRICTIONS

You will be restricted from selling your securities for an indefinite period. See Item 10, entitled "Resale Restrictions", below.

PURCHASER'S RIGHTS

You have 2 business days from the date of signing to cancel your agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the agreement. See Item 11, entitled "Purchaser's Rights", below.

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. This is a risky investment. See Item 8, entitled "Risk Factors", below.

INVESTMENT NOT LIQUID

The Shares offered hereunder will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, if ever, a Shareholder will not be able to trade the Shares unless it complies with very limited exemptions from the prospectus requirements and other requirements under applicable securities legislation. See "Resale Restrictions".

CAUTIONARY STATEMENTS

An investment in Shares is speculative. A potential investor should purchase Shares only if it is able to bear the loss of its entire investment. Potential investors should read "Risk Factors" prior to making an investment in Shares.

Forward-Looking Statements

Certain statements in this Offering Memorandum, as they relate to the Issuer and its respective views or predictions about possible future events or conditions and their business operations and strategy, are "forward-looking statements" within the meaning of that phrase under applicable securities laws. Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often, but not always, using words or phrases such as "expects", "does not expect", "is expected", "anticipates", "does not anticipate", "plans", "estimates", "believes", "does not believe" or "intends", or stating that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or achieved) are not statements of historical fact and may be "forward-looking statements", including by way of example and without limiting the generality of the foregoing, statements with respect to the realization of a liquidity event; goals, strategies and product development; future market conditions; supply conditions; end customer demand conditions; distribution channel infiltration; competition; outlook for future operations; plans and timing for the introduction and development of products; product sell through; revenues; operating expenses; profits, estimates of anticipated costs and expenditures; the outcome of legal proceedings; and other expectations, intentions and plans that are not historical fact. Even though management believes that the assumptions made and the expectations represented by such statements or information are reasonable, there can be no assurance that the forward-looking statements or information will prove to be accurate.

Forward-looking statements are based on the current expectations, estimates and projections of the Issuer and involve a number of known and unknown risks and uncertainties which could cause actual results or events to differ materially from those presently anticipated, including those risks described under "Risk Factors". Factors which could cause actual results, events, circumstances, expectations or performance to differ materially from those expressed or implied in forward-looking statements include, but are not limited to, general economic, political, market and business factors and conditions; interest rates fluctuations; statutory and regulatory developments; ability to obtain financing; increased competition; loss of key employees; additional funding requirements; the Issuer's ability to develop, manufacture, supply and market new products or services that it does not produce or provide today and that meet the demands of customers; unexpected judicial or regulatory proceedings; catastrophic events; and other factors set out under the heading "Risk Factors". Readers are cautioned not to place undue reliance on these forward-looking statements as there can be no assurance that the condition, events, plans and assumptions on which they are based will occur. Should one or more of the risks described under the "Risk Factors", other risk factors that could develop or arise, or uncertainties materialize, or should assumptions underlying forward-looking statements prove incorrect, actual results may vary materially from those described herein. The forward-looking statements are made as of the date of this Offering Memorandum.

Reliance

Prospective investors should rely only on information contained in this Offering Memorandum and the investor presentation deck and term sheet that the Issuer provided directly to you. The Issuer has not authorized any other person to provide prospective investors with different information other than as contained in this Offering Memorandum, the Issuer's investor presentation deck or the Issuer's term sheet. If a prospective investor is provided with different or inconsistent information, the prospective investor should not rely on such information. The Issuer is not making an offer to sell in any jurisdiction where an offer or sale is not permitted. Before making an investment decision respecting the securities described in this Offering Memorandum, you should carefully review and consider this entire Offering Memorandum. You should also consult with your lawyer and investment, accounting and tax advisors concerning this investment.

Industry and Market Data

Unless otherwise indicated, the Issuer obtained the industry and market data used throughout this Offering Memorandum from surveys or studies conducted by third parties and industry or general publications. Industry publications and surveys generally state that they have obtained information from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. While the Issuer believes this data to be reliable, market and industry data is subject to variation and cannot be verified with complete certainty due to limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in any statistical survey. The Issuer has not independently verified such data, does not make any representations as to the accuracy of such information, and is not responsible for the accuracy of any of the data from third party sources referred to in this Offering Memorandum.

SUMMARY OF OFFERING MEMORANDUM

The following is a summary of the principal features of this Offering Memorandum and should be read together with, and is qualified in its entirety by, the more detailed information contained elsewhere in this Offering Memorandum. Capitalized terms not defined herein, including the cover pages attached hereto, shall have the meaning ascribed to such terms in the Glossary.

The Issuer The Issuer is Blueprint Reality Inc. a company incorporated under the British Columbia Business Corporations Act [SBC 2002] c.57 (herein the “Issuer”, “Blueprint Reality”, “Blueprint”, or the “Company”).

Unregistered Mark



Objective Pursuant to the terms of this Offering Memorandum, the Issuer intends to raise up to CAD \$1,200,000 through the issuance of Units and Common Shares offering comprised of two tranches:

(1) Unit offering of up to 3,350,000 units offered with a subscription price of CAD \$0.15 per unit, with each “Unit” comprised of one Common Share and one non-transferable common share purchase warrant exercisable at \$0.15 per share, with the warrants expiring on May 31, 2018 for a gross proceeds of CAD \$502,500.

(2) Common share offering of up to 4,650,000 Common Shares with a subscription price of CAD \$0.15 per Common Share commencing after the first tranche is complete for a gross proceeds of CAD \$697,500.

Up to \$180,000 will be paid as selling commissions and Offering Expenses resulting in net proceeds of up to \$1,020,000. The Issuer will use the net proceeds for the purposes of continuing its development of technology, intellectual property portfolio, brand, and planning its sales and marketing.

Investment Strategy Blueprint Reality intends to create value for its shareholders by two primary means:

1. Our primary focus is to continue developing and improving MixCast, our software tools platform and technology for Inter-reality Communication and broadcasting between reality and Virtual Reality (VR), Augmented Reality (AR), and Mixed Reality (MR). The MixCast tools platform and technology may enable developers of these technologies to more easily build, market, broadcast, communicate with, and sell VR/AR/MR applications. Our objective is to create potentially patentable or otherwise protectable innovation in this tools platform. As of the date of this offering the Issuer has written applications and filed for four (4) patents.
2. Our secondary focus is to continue to create VR/AR/MR video games and experiences, using the software tools platform, to provide awareness and credibility of the software tools platform. Our first Virtual Reality game is titled Awaken.

To our primary focus, Blueprint Reality has developed, markets and sells MixCast, an Inter-reality Communications and broadcasting software tools platform. To our knowledge MixCast may be the most advanced tool of its kind for sale in the market.

It is Blueprint Reality’s intention to continue to develop relationships with major industry leaders that develop and market VR/AR/MR hardware and software including but not limited to, Intel, Unity, HTC/Steam, Oculus, and PlayStation VR. We believe these relationships may accelerate our market penetration of MixCast.

To accomplish its second desired goal of continuing to create VR/AR/MR games and experiences, Blueprint Reality is using MixCast and other cutting edge technology with tracked hand controls offered by the HTC Vive and Steam, Oculus Rift, and shortly Microsoft, Dell, Lenovo, HP, and others, to develop VR games and other applications that blend art, story and design to create new virtual worlds. We are currently developing, marketing and selling our first Virtual Reality game titled Awaken.

[For a more detailed explanation, refer to, “Item 2. Business of the Issuer, Section 2.2: Our Business”]. The objective of the Issuer is to continue to grow the value of its business and thereby increase the value for its shareholders.

Minimum Offering	There is no minimum offering. You may be the only purchaser. Funds available under the Offering may not be sufficient to accomplish our objectives
Maximum Offering	<p>The Maximum Offering for the first tranche is 3,350,000 Units with a gross proceeds of CAD \$502,500.</p> <p>The Maximum Offering for the second tranche is 4,650,000 Shares with a gross proceeds of CAD \$697,500.</p> <p>The Issuer may, in its sole discretion, lower the number of Units or Common Shares offered.</p>
Price/Security	The price per unit in the first tranche of the Offering is CAD \$0.15 per Unit, with each Unit being comprised of one Common Share and one Common Share purchase warrant with an exercise price of \$0.15 expiring on May 31, 2018. The price per Common Share in the second tranche of the Offering is CAD \$0.15.
Minimum Subscription Amount	The Minimum Subscription Amount is CAD \$5,000.00. The Issuer may, at its sole discretion, lower the Minimum Subscription Amount.
Closings	The Issuer will conduct closings on one or more dates prior to January 31, 2018 (the "Final Closing") or such earlier dates ("Additional Closings") as may be determined by the Issuer, in its sole discretion. The Issuer may, in its sole discretion, extend the date of the Final Closing. The offering of the Units and the Common Shares pursuant to this Offering Memorandum expires on the Final Closing unless terminated earlier by the Issuer.
Management	<p>The officers and directors of Blueprint Reality are:</p> <p>Tryon Harold Miles Williams (Tarrnie Williams), Chief Executive Officer, Co-Founder and Board Director</p> <p>Benjamin James Sheftel (Ben Sheftel), Chief Technology Officer, Co-Founder and Board Director</p> <p>Bernard Todd Buchanan (Todd Buchanan), Vice President, Corporate Development and Executive Officer</p>
Selling Agent	Selling Agents, such as Exempt Market Dealers, responsible for the sale of Common Shares will be paid a selling commission. Selling commissions and Offering Expenses will not exceed 15% in the aggregate and no one selling agent will receive a commission of more than 10% of the gross sale proceeds. Broker's warrants of up to 5% of the gross proceeds from the sale of Common Shares resulting directly from the agent's efforts converted to Common Shares at the current price may be provided. See "Compensation Paid to Sellers and Finders".
Tax Consequences	<p>There are important tax consequences to the purchase, ownership and disposition of the Common Shares. You should consult your own professional advisors to obtain advice on the Canadian income tax consequences that may apply to you.</p> <p>RRSP Eligibility: Not all securities are eligible for investment in a registered retirement savings plan (RRSP). You should consult your own professional advisers to obtain advice on the RRSP eligibility of these securities. See Item 6, "Canadian Income Tax Consequences and RRSP Eligibility"</p> <p>Venture Capital Program: The Issuer was issued a Certificate of Registration as an EBC on December 29, 2016 and renewed on March 13, 2017. As a result, provided that the Issuer complies with the requirements and intent of the Small Business Venture Capital Act (the "SBVC Act"), the Issuer is entitled to apply on behalf of purchasers of the Common Shares who are resident in British Columbia on the date of the purchase for tax credit certificates entitling the purchasers to a tax credit equal to 30% of the amount paid by the purchasers for the Common Shares. The issuance of tax credit certificates is contingent on available room in the province's budget for the tax credit imposed by the SBVC Act. The provincial government allocates the budgeted limit on a "first come, first serve basis." If a tax credit certificate is issued to the Subscriber, it will entitle the Subscriber to a credit against the Subscriber's provincial income tax payable to the Province of British Columbia for the taxation year. As a condition of receiving the tax credit, the Subscriber will be required to own the Common Shares for 5 years. Subscribers who require further information on the provisions of the SBVC Act and the Small Business Venture Capital Regulation made under the SBVC Act ("SBVC Regulations") are advised to consult their own professional advisors or contact the Investment Capital Branch.</p> <p>See also Item 6 "Canadian Income Tax Consequences & RRSP Eligibility".</p>

In registering the Corporation under the SBVC Act, the Province of British Columbia makes no representations with respect to any tax considerations discussed in this document other than with respect to those dealing with the British Columbia tax credit available in respect of the purchase of the Common Shares.

The Province of British Columbia in no way guarantees the value of any shares issued by an EBC registered under the SBVC Act nor does it in any way express an opinion as to the financial condition of the issuing company or the merits of an investment in shares of the issuing company.

[Rest of page intentionally left blank.]

TABLE OF CONTENTS

GLOSSARY OF TERMS	7
1. ITEM 1: USE OF AVAILABLE FUNDS	14
1.1. Funds.....	14
1.2. Use of Available Funds	14
1.3. Reallocation	15
2. ITEM 2: BUSINESS OF THE ISSUER	15
2.1. Structure	15
2.2. Our Business.....	15
2.3. Development of the Business	30
2.4. Long-Term Objectives	32
2.5. Short-Term Objectives and Use of Funds	33
2.6. Insufficient Funds.....	35
2.7. Material Agreements	35
3. ITEM 3: INTERESTS OF DIRECTORS, PROMOTERS, AND PRINCIPAL HOLDERS	36
3.1. Compensation and Securities Held (Issuer).....	36
3.2. Management Experience – Issuer.....	37
3.3. Penalties, Sanctions and Bankruptcy	39
3.4. Loans	39
4. ITEM 4: CAPITAL STRUCTURE	40
4.1. Share Capital	40
4.2. Long Term Debt.....	41
4.3. Prior Sales.....	41
5. ITEM 5: SECURITIES OFFERED	42
5.1. Terms of Securities	42
5.2. Subscription Procedure.....	47
6. ITEM 6: CANADIAN INCOME TAX CONSEQUENCES AND RRSP ELIGIBILITY	48
6.1. Professional Advisor.....	48
6.2. RRSP Eligibility.....	48
7. ITEM 7: COMPENSATION PAID TO SELLERS AND FINDERS	50
8. ITEM 8: RISK FACTORS	50
8.1. Investment Risks.....	50
8.2. Issuer Risks	52
8.3. Industry Risks	56
9. ITEM 9: REPORTING OBLIGATIONS	56
9.1. Reporting.....	56
9.2. Information Available from Securities Regulator	56
10. ITEM 10: RESALE RESTRICTIONS	57
10.1. General Statement	57
10.2. Restricted Period	57
10.3. Manitoba Resale Restrictions.....	57
11. ITEM 11: PURCHASERS' RIGHTS	57
11.1. Two Day Cancellation Right.....	57
11.2. Statutory rights of action in the event of amisrepresentation.....	57
12. ITEM 12: FINANCIAL STATEMENTS	64
13. ITEM 13: DATE AND CERTIFICATE	65

APPENDIX 1 – SHAREHOLDERS' AGREEMENT

APPENDIX 2 – SUBSCRIPTION AGREEMENT

GLOSSARY OF TERMS

In this Offering Memorandum, the following meanings are attached to certain words and expressions, which may be unfamiliar:

\$ refers to CAD dollars;

Additional Closing refers to the date on which any additional closings of the purchase and sale of the Units and or Shares (as applicable) are held after the Initial Closing;

Augmented Reality or **AR** refers to the integration of digital information with the user's environment in real time. Unlike Virtual Reality, which creates a totally artificial environment, Augmented Reality uses the existing environment and overlays new information on top of it, thus providing a composite view;

Augmented Virtuality or **AV** refers to the integration of real information within the user's virtual environment in real time, the inverse of Augmented Reality. Again, unlike Virtual Reality, which creates a totally artificial environment, Augmented Virtuality uses the existing virtual environment and overlays new real-world information on top of it, like a portion of a video stream, thus providing a composite view;

Awaken refers to a Virtual Reality game developed, marketed and sold by the Issuer;

Blueprint Reality and or Blueprint refers to the Issuer, whose website can be found on the Internet at: www.blueprintreality.com;

Blueprint Reality Community refers to any person who is part of Blueprint Reality's digital social community accessed through e-mail subscription, on the Issuer's website, Facebook, Twitter, Instagram and other Social Media;

Broadcasting refers to the distribution of audio and or video content or other messages to a dispersed audience via any electronic mass communications medium;

Canadian Income Tax Act refers to the Canadian *Income Tax Act*, R.S.C. 1985, c. 1 (5th Suppl.) and any regulations or amendments thereto;

Chroma Keying refers to a visual effects technique for compositing (layering) two images or video streams together based on color hues. The technique has been used heavily in many fields to remove a background from the subject of a photo or video, particularly the news casting, motion picture and video game industries. A color range in the foreground footage is made transparent, allowing separately filmed background footage or a static image to be inserted into the scene;

Client refers to a business-to-business partner that has entered into an agreement with the Issuer to accept and use the services of the Issuer. Such partners may include but are not limited to computing and Virtual Reality, Augmented Reality, Mixed Reality, and camera hardware, software and services providers, brands, and advertisers;

Compositing refers to the combining of visual elements from separate sources into single images, often to create the illusion that all those elements are parts of the same scene. Live-action shooting for compositing is variously called "Chroma key", "blue screen", "green screen" and other names. Today, most, though not all, compositing is achieved through digital image manipulation;

Computer Hardware refers to the collection of physical components that constitute a computer system. Computer Hardware is the physical parts or components of a computer, such as monitor, keyboard, computer data storage, graphic card, sound card, motherboard, and so on, all of which are tangible objects. By contrast, Software is instructions that can be stored and run by Computer Hardware. Computer Hardware is directed by the Software to execute any command or instruction. A combination of Computer Hardware and Software forms a usable computing system;

Content refers to articles, videos and other information that can be searched and found online on the Internet;

CRA refers to the Canada Revenue Agency, formerly Canada Customs and Revenue Agency, formerly Revenue Canada;

Date of Closing refers to the date upon which all conditions of a closing have been satisfied, up to and including January 31, 2018 or such earlier or later dates as may be determined by the Issuer in its sole discretion, or any date or dates upon which Subscription Agreements are accepted, as applicable to the first tranche Unit offering and the second tranche Common Share offering;

Dota 2 refers to a free-to-play multiplayer online battle arena (MOBA) video game developed and published by Valve Corporation. *Dota 2* has a widespread and active competitive scene, with teams from across the world playing professionally in various leagues and tournaments. Premium *Dota 2* tournaments often have prize pools totaling millions of U.S. dollars, the highest of any eSport;

EBC refers to an "Eligible Business Corporation" under the SBVC Act of the province of British Columbia;

Epic refers to Epic Games, Inc. (formerly Potomac Computer Systems and later Epic MegaGames, Inc.), an American video game development and software game engine platform company based in Cary, North Carolina, partially owned by Tencent. Founded in 1991, they are best known for their Unreal Engine technology, which has powered their popular in-house Unreal, Gears of War and Infinity Blade series of video games;

eSports (also known as electronic sports, esports, e-sports, competitive (video) gaming, professional (video) gaming, or pro (video) gaming) refers to a form of competition that is facilitated by electronic systems, particularly video games; the input of players and teams as well as the output of the eSports system are mediated by a Human-Computer Interface. Most commonly, eSports take the form of organized, multiplayer video game competitions, particularly between professional players. The most common video game genres associated with eSports are real-time strategy, fighting, first-person shooter (FPS), and multiplayer online battle arena (MOBA). Tournaments such as The International, the League of Legends World Championship, the Evolution Championship Series and the Intel Extreme Masters provide live broadcasts of the competition, and prize money to competitors;

Facebook Facebook is an American for-profit corporation and an online social media and social networking service based in Menlo Park, California;

Founders refers to Tryon Harold Miles Williams, also known as Tarnie Williams and Tarnie Williams Jr., and Benjamin James Sheftel also known as Ben Sheftel;

Gaming Video Content (GVC) refers to video content of other people playing video games and generally broadcast online at websites such as Twitch, YouTube, and Mixer;

Google is an American multinational technology company specializing in Internet related services and products. These include online advertising technologies, search, cloud computing, Software and Computer Hardware, including Virtual Reality hardware;

Hololens (also *Microsoft Hololens*) refers to a pair of mixed reality smartglasses developed and manufactured by Microsoft;

HTC refers to a Taiwanese consumer electronics company headquartered in Xindian District, New Taipei City, Taiwan. Founded in 1997, HTC began as an original design manufacturer and original equipment manufacturer, designing and manufacturing devices such as mobile phones, tablets, and now Virtual Reality headsets;

HTC Vive refers to a Virtual Reality headset developed by HTC and Valve Corporation, released on 5 April 2016. The headset is designed to utilize "room scale" technology to turn a room into 3D space via sensors,

with the virtual world allowing the user to navigate naturally, with the ability to walk around and use motion tracked handheld controllers to vividly manipulate objects, interact with precision, communicate and experience immersive environments;

Human-Computer Interaction (commonly referred to as HCI) refers to research on the design and use of computer technology, focused on the interfaces between people (users) and computers. Researchers in the field of HCI both observe the ways in which humans interact with computers and design technologies that let humans interact with computers in novel ways;

Human-Computer Interface or HCI refers to the point of communication between the human user and the computer. This can include video via the monitor or screen, audio via the speakers and microphone, and tactile, via the keyboard, mouse, or other physical device;

Human Centered Design or HCD refers to a design and management framework that develops solutions to problems by involving the human perspective in all steps of the problem-solving process. Human-centered design is an approach to interactive systems development that aims to make systems usable and useful by focusing on the users, their needs and requirements, and by applying human factors/ergonomics, usability knowledge, and techniques. This approach enhances effectiveness and efficiency, improves human well-being, user satisfaction, accessibility and sustainability; and counteracts possible adverse effects of use on human health, safety and performance;

IFRS refers to international financial reporting standards;

Immersion (Virtual Reality) refers to a perception of being physically present in a non-physical world. The perception is created by surrounding the user of the VR system in images, sound or other stimuli that provide an engrossing total environment;

Immersive Media refers to a set of technology and techniques to create media that blurs the line between the physical world and digital or simulated world, thereby creating a sense of Immersion;

Immersive Technology refers to technology that blurs the line between the physical world and digital or simulated world, thereby creating a sense of Immersion;

Initial Closing refers to the first date of the closing of the purchase and sale of all or part of the Offering;

Instagram refers to an online mobile photo-sharing, video-sharing, and social networking service located on the Internet at www.instagram.com;

Intel refers to an American multinational corporation and technology company headquartered in Santa Clara, California (colloquially referred to as "Silicon Valley") that was founded by Gordon Moore (of Moore's law fame) and Robert Noyce. It is the world's second largest semiconductor chip maker based on revenue, and is the inventor of the x86 series of microprocessors: the processors found in most personal computers (PCs);

Internet refers to a massive network of networks, a networking infrastructure. It connects millions of computers together globally, forming a network in which any computer can communicate with any other computer as long as they are both connected to the Internet;

Inter-reality Communications or Inter-reality refers to the ability to communicate or broadcast between different realities, including our common reality, Virtual Reality, Augmented Reality, and Mixed Reality.

IPO (initial public offering) refers to the Issuer's first underwritten public offering of its shares pursuant to a registration statement that has been declared effective under the United States *Securities Act* of 1933 or a prospectus filed under applicable Canadian securities laws in respect of which a (final) receipt has been obtained, accompanied by the listing of the shares on the Toronto Stock Exchange and/or the Nasdaq National Market and/or the New York Stock Exchange and/or any other stock exchange or market

approved in writing by the Board;

Issuer refers to Blueprint Reality Inc., a company incorporated under the British Columbia Business Corporations Act [SBC 2002] c. 57;

LCD Screen refers to a flat panel screen that uses the liquid crystal display (LCD) technology and connects to a computer. Laptops have used LCD screens almost exclusively, and the LCD monitor is the standard display screen for desktop computers and Tablet Computers;

Maximum Offering refers to the Offering of a maximum of 8,000,000 Units and Shares, for a total Subscription Amount of CAD \$1,200,000 pursuant to this Offering Memorandum, the Maximum Offering for the first tranche is 3,350,000 Units with a gross proceeds of CAD \$502,500 and the Maximum Offering for the second tranche is 4,650,000 Shares with a gross proceeds of CAD \$697,500 (assuming maximum Offering achieved under the first and second tranches);

Microsoft Hololens - see Hololens;

MixCast refers to a software tools platform and technology for interactive broadcasting and communication for Virtual Reality (VR) / Augmented Reality (AR) / Mixed Reality (MR) that is developed, marketed and sold by the Issuer. The MixCast software tools platform and technology may enable developers of these technologies to more easily build, market, broadcast, and sell VR/AR/MR applications.

Mixed Reality (MR) refers to the merging of real and virtual worlds to produce new environments and visualizations where physical and digital objects co-exist and interact in real time;

Mixer refers to a Seattle-based live streaming video platform owned by Microsoft. The service officially launched on January 5, 2016 under the name Beam. On August 11, 2016, Beam was acquired by Microsoft for an undisclosed amount. Similarly to competing services, Mixer focuses on video gaming, including playthroughs of video games, but is primarily distinguished by features designed to allow viewers to interact with streams. Using an SDK, features can be integrated into games to allow users to affect gameplay or vote on elements using buttons displayed alongside the stream;

Mobile Application refers to a mobile software application, most commonly referred to as an app, which is a type of application software designed to run on a mobile device, such as a Smartphone or Tablet Computer. Mobile applications frequently serve to provide users with similar services to those accessed on personal computers;

Oculus Rift refers to a virtual reality headset developed and manufactured by Oculus VR, a division of Facebook Inc., released on March 28, 2016;

Offering refers to the offering by the Issuer of up to a maximum of 8,000,000 Units and Shares, comprising 3,450,000 Units and 4,650,00 Common Shares, pursuant to this Offering Memorandum;

Offering Expenses refers to the expenses of the offering including but not limited to, legal, accounting and issue costs of the Offering and costs of marketing the Offering, but excluding selling commissions;

Offering Memorandum refers to this offering memorandum of the Issuer dated November 20, 2017;

PaaS refers to platform-as-a-service. Platform as a service (PaaS) is a category of cloud computing services that provides a platform allowing customers to develop, run and manage Web applications without the complexity of building and maintaining the infrastructure typically associated with developing and launching an application;

Platform refers to the underlying computer system or software on which other applications or media can be created. To be clearer, a platform could be your smartphone or it could be software that enables interactions beyond what was laid out in the original design. Eg. Facebook;

Presence in VR is commonly equated with the concept of “Immersion,” the perception of being physically present in a nonphysical world, or a state of consciousness where the VR user experiences a simulated experience that appears real and thus feels real. Presence can be measured as the degree to which the virtual environment faithfully evokes a sense of reality that causes the user to suspend disbelief. The greater the suspension of disbelief, the greater the degree of presence achieved;

Risk Acknowledgement Form refers to Form 45-106F4 as prescribed by the *Securities Act* and also attached to this Offering Memorandum;

RRSP refers to a retirement savings plan registered pursuant to the *Canadian Income Tax Act*;

SaaS refers to software-as-a-service. Software as a service (**SaaS**) is a software distribution model in which applications are hosted by a vendor or service provider and made available to customers over a network, typically the Internet;

Samsung refers to a South Korean multinational conglomerate headquartered in Samsung Town, Seoul. It comprises numerous affiliated businesses,[1] most of them united under the Samsung brand, and is the largest South Korean chaebol (business conglomerate);

Samsung Gear VR refers to a mobile virtual reality headset developed by Samsung Electronics, in collaboration with Oculus, and manufactured by Samsung. The headset was released on November 27, 2015;

Securities Act refers to the British Columbia *Securities Act*, R.S.B.C. 1996, c. 418, and any regulations or amendments thereto;

Search Engine refers to a program that searches for and identifies items in a database that correspond to keywords or characters specified by the user, used especially for finding particular sites on the World Wide Web;

Securities Legislation refers to the *Securities Act* and any regulations, rules or instruments thereto;

SDK refers to a software development kit (SDK) which is typically a set of software development tools that allows the creation of applications for a certain software package, software framework, hardware platform, computer system, video game console, operating system, or similar development platform.

SEDAR refers to the System for Electronic Document Analysis and Retrieval;

Share refers to a share in the Common Stock of the Issuer;

Shareholder refers to a Subscriber for a Unit or Common Share (as applicable) whose subscription is accepted by the Issuer and any individual, corporation or other entity who acquires any one or more Units and Common Shares (as applicable) on a subsequent transfer from a Shareholder;

Slack refers to a cloud-based team collaboration tool founded by Stewart Butterfield. Slack began as an internal tool used by their company, Tiny Speck, in the development of Glitch, a now defunct online game;

Smartphone refers to a cellular phone that performs many of the functions of a computer, typically having a touchscreen interface, Internet access, and an operating system capable of running downloaded applications;

Social Media refers to websites and applications that enable users to create and share content or to participate in social networking;

Software refers to Computer software, or simply software, which is that part of a computer system that consists of data or computer instructions, in contrast to the physical hardware from which the system is built. In computer science and software engineering, computer software is all information processed by computer systems, programs and data. Computer software includes computer programs, libraries and

related non-executable data, such as online documentation or digital media. Computer hardware and software require each other and neither can be realistically used on its own;

Spatial Computing refers to a set of ideas and technologies expected to transform our lives by understanding the physical world, knowing and communicating our relation to places in that world, and navigating through those places and includes Virtual Reality, Augmented Reality, Augmented Virtuality, and Mixed Reality;

Subscriber refers to a subscriber for Units and/or Shares (as applicable), pursuant to this Offering Memorandum;

Subscription Agreement refers to the subscription agreement, which is attached as Appendix 2 to this Offering Memorandum, pursuant to which a Subscriber may agree to purchase Units (under the first tranche) or Shares (under the second tranche), having also completed a Risk Acknowledgement Form;

Subscription Amount refers to the aggregate value of the Offering and, in the event that all Units and Shares offered are subscribed, that amount shall be CAD \$1,200,000;

Subscription Documents refers to the Subscription Agreement, Risk Acknowledgement Form, Schedules (as applicable) and a cheque for the Subscription Price;

Subscription Price refers to the amount, with respect to any Subscription, that, (1) with respect to the Unit offering in the first tranche is the product of the number of Units subscribed by a Subscriber and the price of CAD \$0.15 per Unit, and (2) with respect to the Share offering in the second tranche is the product of the number of Shares subscribed by a Subscriber and the price of CAD \$0.15 per Share;

Steam refers to a multi-player platform used to distribute games and related media online. It provides the user with installation and automatic management of software across multiple computers, community features such as friends lists and groups and in-game voice and chat functionality;

Tablet Computer refers to a computer that accepts input directly onto an LCD screen rather than via a keyboard or mouse;

Tencent refers to one of the largest Internet companies, as well as the largest video gaming company in the world;

TV Show refers to television shows that are viewed on traditional networks and/or downloaded and/or streaming;

Twitch refers to a live streaming video platform owned by Twitch Interactive, a subsidiary of Amazon.com. Introduced in June 2011 as a spin-off of the general-interest streaming platform, Justin.tv, Twitch was acquired by Amazon in August 2014 for \$970 million. The site primarily focuses on video gaming, including video of people playing video games, broadcasts of eSports competitions, creative content, and more recently, music broadcasts. Content on the site can either be viewed live or via video on demand;

Twitter refers to a social media website located on the Internet at www.twitter.com;

Unit refers to a unit in the capital of the Issuer comprised of one common share and one common share purchase warrant exercisable at CAD \$0.15 per share, with the warrants expiring on May 31, 2018;

Unity refers to a cross-platform game engine developed by Unity Technologies and used to develop video games for PC, consoles, mobile devices and websites. First announced only for OS X, at Apple's Worldwide Developers Conference in 2005, it has since been extended to target 27 platforms;

Unity Technologies refers to Unity Technologies SF, the developer of Unity, one of the most popular licensed game engines. It was founded on 2 August 2004 as Over the Edge I/S, and became Unity Technologies ApS in 2006. It moved its headquarters to San Francisco and became "Unity Technologies SF"

in 2009;

URL refers to a uniform resource locator (URL), commonly informally termed a web address (a term which is not defined identically) is a reference to a web resource that specifies its location on a computer network and a mechanism for retrieving it;

User refers to any person that utilizes the Blueprint Reality Platform;

User Interface refers to the means by which the user and a computer system interact, in particular the use of input devices and software;

Valve refers to Valve Corporation (commonly referred to as Valve) an American video game developer and digital distribution company headquartered in Bellevue, Washington. The company is known for the *Half-Life*, *Counter-Strike*, *Portal*, *Day of Defeat*, *Team Fortress*, *Left 4 Dead*, and *Dota 2* games, and its software distribution platform Steam;

Video Game refers to a game played by electronically manipulating images produced by a computer program on a television screen or other display screen;

Virtual Cinematography refers to the set of cinematographic techniques performed in a computer graphics environment. This includes a wide variety of subjects like shooting with green screen with traditional cameras and seeing "real-time" compositing results on the monitor or in the headset. This results in a stronger integration of traditional cinematography elements, such as lighting, when approaching shots in a "virtual" setting;

Virtual Reality (VR) refers to a computer-generated simulation of a three-dimensional image or environment that can be interacted with in a seemingly real or physical way by a person using special electronic equipment, such as a headset, hand controllers or gloves fitted with sensors;

Web Application refers to a client–server software application in which the client (or user interface) runs in a web browser. Common web applications include webmail, online retail sales, online auctions, wikis, instant messaging services and many other functions;

World Wide Web refers to the World Wide Web (or web) which is an information space where documents and other web resources are identified by Uniform Resource Locators (URLs), interlinked by hypertext links, and can be accessed via the Internet;

YouTube refers to an American video-sharing website headquartered in San Bruno, California. The service was created in February 2005. Google bought the site in November 2006 for US\$1.65 billion; YouTube now operates as one of Google's subsidiaries. YouTube allows users to upload, view, rate, share, add to favorites, report, comment on videos, and subscribe to other users. Available content includes video clips, Gaming Video Content, TV show clips, music videos, short and documentary films, audio recordings, movie trailers and other content such as video blogging, short original videos, and educational videos.

[Rest of page intentionally left blank.]

1. ITEM 1: USE OF AVAILABLE FUNDS

1.1. Funds

		Assuming Minimum Offering	Assuming Maximum Offering
A	Amount to be raised by this offering	\$0	\$1,200,000
B	Selling commissions and fees (maximum)	\$0	(\$120,000)
C	Estimated offering costs	(\$30,000)	(\$60,000)
D	Available funds: $D = A - (B + C)$	(\$30,000)	\$1,030,000
E	Additional sources of funding required	\$0	\$0
F	Working capital (deficiency) or surplus	\$0	\$0
G	Total: $G = (D+E) - F$	(\$30,000)	\$1,030,000

1.2. Use of Available Funds

Description of Issuer's intended use of available funds in order of priority	Assuming Minimum Offering	Assuming Maximum Offering
Product Development	\$0	\$450,000
Intellectual Property Portfolio Development	\$0	\$100,000
Brand Development	\$0	\$25,000
General and Administration	\$0	\$45,000
Compensation Paid to Insiders for 12 Month Period ¹	\$0	\$280,000
Sales and Marketing	\$0	\$120,000
Total – Available Funds	\$0	\$1,020,000

If less than the Maximum Offering is raised, the Issuer will likely spend less in each category.

Pursuant to the terms of this Offering, the Issuer intends to raise up to \$1,020,000 through the issuance

¹ Included in the table above and in the absence of significant revenues and profitable operations, Blueprint Reality will require twelve (12) months compensation for the Founders, Tarnie Williams, CEO and Ben Sheftel, CTO and may require 12 months compensation for Todd Buchanan, Vice President, Strategy totaling \$280,000. The Founders will each receive a reduced compensation amounting to approximately \$10,000 and \$8,333.33 respectively per month each based on a maximum raise of \$1,200,000 and Mr. Buchanan may receive compensation amounting to \$5,000 per month. Compensation to Insiders may be reduced if the Maximum Offering is not raised.

of Units and Common Voting Shares. Selling commissions and Offering Expenses will not exceed 15% in the aggregate and no one selling agent will receive a commission of more than 10% of the gross sale proceeds resulting in net proceeds of up to \$1,020,000. Broker warrants of up to 5% of gross proceeds from the sale of Shares resulting directly from the agent's efforts converted to Shares at the current price may be provided. See Section 7, Compensation Paid to Sellers and Finders for details.

The Issuer will use the net proceeds for the purposes of continuing its product development, intellectual property portfolio development, brand development, marketing and sales, finance, legal, administration and compensation to Insiders.

Until required for the Issuer's purposes, the proceeds from this Offering will be invested only in securities of, or those guaranteed by, the Government of Canada or any Province of Canada or the Government of the U.S. or any State of the U.S., or in certificates of deposit or interest-bearing accounts of Canadian chartered banks or trust companies or U.S. banks. Any interest accrued on subscription funds will be solely for the account of the Issuer.

1.3. Reallocation

We intend to spend the net proceeds as stated. We will reallocate funds only for sound business reasons.

2. ITEM 2: BUSINESS OF THE ISSUER

2.1. Structure

The Issuer was incorporated under the laws of the Province of British Columbia and specifically the *Business Corporations Act* [SBC 2002] c. 57 on September 6, 2016.

At the time of this Offering, the physical offices of the Issuer are located at:

Vancouver: Suite 100 – 1715 Cook Street, Vancouver, BC

The Issuer currently has twelve (12) full time staff and five (5) part time staff members split between

- Management = 2
- Product Development = 9
- Sales and Marketing = 1
- Finance = 2
- Investor Relations = 2
- Legal/Strategy = 1

Total: 17 Staff Members

2.2. Our Business

Blueprint Reality Inc. is a software developer situated in the heart of Vancouver's technology industry². Blueprint Reality was formed to capitalize on the rapidly expanding global markets of Virtual Reality (VR) /Augmented Reality (AR) /Mixed Reality (MR), collectively known as Immersive Media and or Spatial Computing³.

Our primary focus is to continue developing and improving our software tools platform and technology for Inter-reality Communication and broadcasting between reality and Virtual Reality (VR),

² "Technology – Vancouver Economic Commission." 2017. *Vancouver Economic Commission*. Accessed April 10. <http://www.vancouvereconomic.com/focus/technology/>.

³ Agulhon, Victor. 2016. "What Is Spatial Computing ? – Victor Agulhon – Medium." *Medium*. July 14. <https://medium.com/@victoragulhon/what-is-spatial-computing-777fae84a499>

Augmented Reality (AR), and Mixed Reality (MR) called *MixCast*. The *MixCast* software tools platform and technology may enable developers of these technologies to more easily build, market, broadcast, and sell VR/AR/MR applications. Our intention is to create potentially patentable or otherwise protectable innovation. Our secondary focus is to create VR/AR/MR games and experiences, using the software tools platform, and to provide awareness and credibility of the software tools platform.

Essentially, *MixCast* provides real-time, cross-platform “Inter-reality” Communication tools. For example but not limited to:

- Video conferencing, messaging and virtual meetings between the real world “reality”, VR, AR and MR;
- Create stronger human connections by replacing avatars, cartoon characters and first-person views with real people;
- 2D (2 dimension) and 3D (three dimension) visualizations of real people in virtual environments;
- Shared MR experiences between people in VR.

To our knowledge *MixCast* currently may be the most advanced tool of its kind for sale in the market. It is Blueprint Reality’s intention to accelerate market penetration by continuing to foster key relationships and/or sell *MixCast* to global hardware and software manufacturers including but not limited to, Intel, Unity, Microsoft, HTC/Steam, Oculus, and PlayStation VR.

To accomplish its second desired goal of creating VR/AR/MR games and experiences, Blueprint Reality uses *MixCast* and tracked hand controls now offered by hardware vendors such as HTC Vive and Steam, Oculus Rift, Microsoft, Dell, Lenovo, Hewlett Packard and others, to develop VR games that blend art, story and design to create new virtual worlds. We are currently developing, marketing and selling our first Virtual Reality game titled *Awaken*.

Blueprint’s intended mission is to become a leader in broadcasting and communication in VR/AR/MR by executing a 3 Phase strategy:

- Phase 1: Technology Development and Early Awareness
- Phase 2: Key Partnerships and Install Base Growth
- Phase 3: Communication Platform Activation, Broadcasting Platform Standardization

Currently Blueprint is at the midpoint of Phase 1 and at the beginning of Phase 2, with the signing of a partnership agreement with Intel in July 2017. In addition, we have completed early prototype work for the underlying technology in Phase 3. Our strategy is outlined in more detail in section 2.4.

The Issuer has written applications and filed for its first patent in June 2017, its second patent in August 2017, its third patent (provisional) in September 2017, its fourth patent (provisional) in October, 2017 and have additional patent filings underway. We intend to apply for a total of 5 patent filings by the end of 2017.

It is our experience and belief that the current state of VR, AR, and MR technology enables Immersion in that technology that exceeds previous human experience. A major challenge however, has been the inability of communicating broadcasting and sharing the impact of those feelings and experiences with a wider audience. Blueprint’s *MixCast* platform provides an easy to use and high quality solution to this problem.

Market

Global VR, AR, and MR Markets

Although there are a wide range of forecasts on the growth of the VR, AR and MR markets, analysts generally agree that it will be a significant disruptive force and is frequently referred to as the Fourth Wave⁴ or Fourth Transformation⁵ of computing.

Goldman Sachs⁶ predicts that VR will be bigger than TV in 10 years⁷. PWC⁸ lists AR and VR as two of the eight essential technologies in their Tech Breakthroughs Megatrend analysis⁹.

Goldman Sachs presented three different scenarios in their “Virtual and Augmented Reality” report¹⁰, in which annual sales of VR/AR Hardware and Software ranged from a low of US\$23 Billion to a high of US\$182 Billion by 2025.

Whereas despite adjusting forecasts, Digi-Capital still expects revenue to be US\$108 Billion by 2021¹¹ with a headset install base of over 600 Million units.

Investment in VR, AR, and MR

The year 2016 was a significant year in the development of VR with consumer headsets launching from major companies¹² such as:

- Facebook’s Oculus Rift
- Samsung’s Oculus Gear (late 2015 launch)
- Google’s Daydream

THE ESSENTIAL EIGHT TECHNOLOGIES

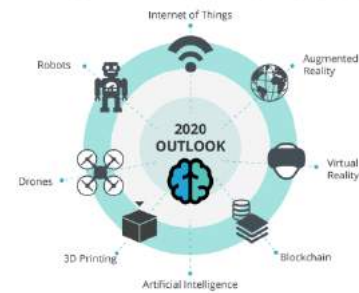
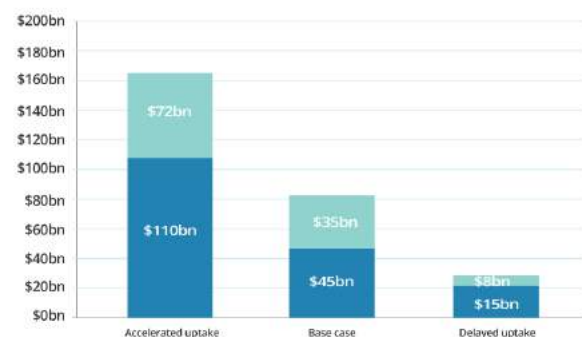


EXHIBIT 3: OUR COMBINED 2025 VR/AR HARDWARE AND SOFTWARE SCENARIOS



⁴ “AR/VR Is Fourth Wave of Technology: Digi-Capital Founder.” 2016. *Bloomberg.com*. November 17.

<https://www.bloomberg.com/news/videos/2016-11-17/ar-vr-is-fourth-wave-of-technology-digi-capital-founder>.

⁵ Delbourg-Delphis, Marylene. 2016. “A Must-Read, The Fourth Transformation, by Robert Scoble and Shel Israel.” *LinkedIn Pulse*. November 21. <https://www.linkedin.com/pulse/must-read-fourth-transformation-robert-scoble-shel-delbourg-delphis>.

⁶ Goldman Sachs refers to The **Goldman Sachs** Group, Inc. is a leading global investment banking, securities and investment management firm that provides a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and individuals.

⁷ Ranj, Brandt. 2016. “Goldman Sachs Says VR Will Be Bigger than TV in 10 Years.” *Business Insider*. January 13. <http://www.businessinsider.com/goldman-sachs-predicts-vr-will-be-bigger-than-tv-in-10-years-2016-1>.

⁸ PWC refers to **PricewaterhouseCoopers** (doing business as **PwC**) is a multinational professional services network headquartered in London, United Kingdom. It is the second largest professional services firm in the world, and is one of the Big Four auditors, along with Deloitte, EY and KPMG.

⁹ PricewaterhouseCoopers. 2017. “Tech Breakthroughs Megatrend.” *PwC*. Accessed April 10. <https://www.pwc.com/gx/en/issues/technology/tech-breakthroughs-megatrend.html>.

¹⁰ <http://www.goldmansachs.com/our-thinking/pages/technology-driving-innovation-folder/virtual-and-augmented-reality/report.pdf>

¹¹ “After Mixed Year, Mobile AR to Drive \$108 Billion VR/AR Market by 2021.” 2017. Accessed April 11. <http://www.digi-capital.com/news/2017/01/after-mixed-year-mobile-ar-to-drive-108-billion-vrar-market-by-2021/>.

¹² eMarketer. 2016. “eMarketer Webinar: Immersive Media – A New Frontier Powered by Virtual ...” July 14.

<https://www.slideshare.net/eMarketerInc/emarketer-webinar-immersive-mediaa-new-frontier-powered-by-virtual-and-augmented-reality>.

- Sony's PlayStation VR
- HTC/Valve's Vive

2017 has continued the march of progress in the industry. Numerous other technology companies have announced or released new VR/AR hardware in 2017, including Apple, Microsoft, Dell, Lenovo, Intel, and Tencent.

Our review of the world's largest technology companies shows all of the top 10¹³ are involved in the Spatial Computing industry, with 9 of them having already released their own VR/AR hardware. Only Cisco, a provider of networking technologies to the others, does not have their own headset. Based on our knowledge and experience in the industry, we believe this is the first time that the major technology companies have all chosen to invest in the same area of technology, namely, VR, AR and MR, at the same time.

Diverse Market Potential

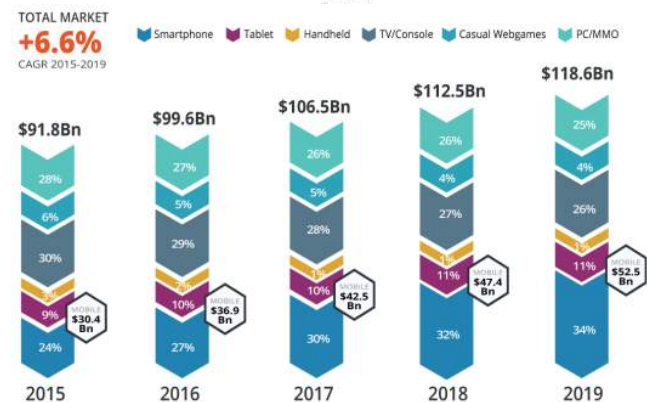
While the above companies were initially and primarily focused on gaming, they have taken steps to expand their focus to VR, AR and MR as those markets continue to expand and grows¹⁴.

A recent study found significant interest in use cases of VR, AR, and MR technology in sectors as diverse as healthcare and shopping, military and education, live events and real estate. With this level of interest, the impact of VR, AR and MR is expected to be felt in each of their respective businesses sectors¹⁴.

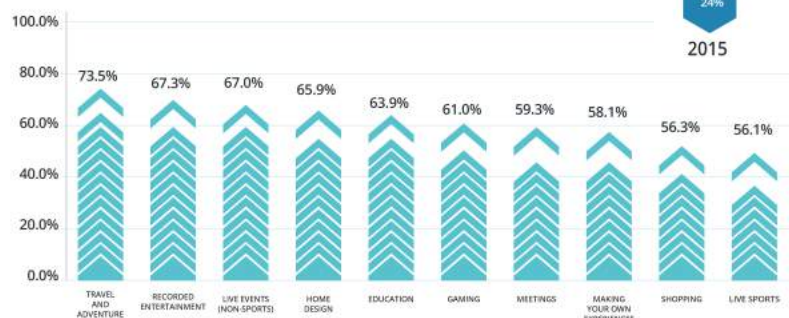
Further analysis from Goldman Sachs looked at the impact areas in relation to predicted market size. From their projections, slightly over half of the software market projection at \$18.9B related to entertainment in one medium or another, while slightly under half of the projected market value related to enterprise and public sector¹⁵.

THE DIVERSE POTENTIAL OF VR & AR APPLICATIONS

Predicted market of VR/AR software for different use cases in 2025*



INTEREST LEVEL IN USE CASES



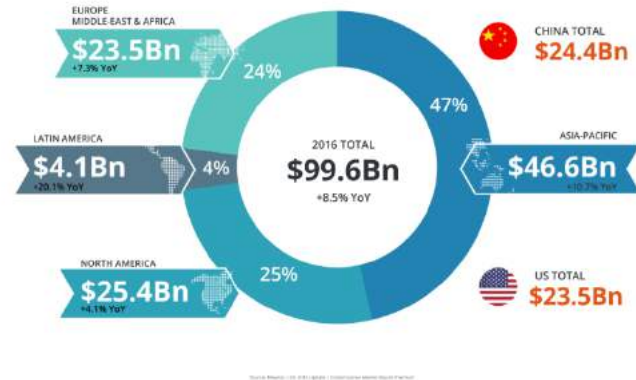
¹³ Worlds Top Most. 2016. "Top 10 Largest Tech Companies in The World." *World's Top Most*. August 17. <http://www.wormost.com/2017-2018-2019-2020/news/largest-tech-companies-world-top-10-richest-list/>.

¹⁴ Bolton, David. 2016. "Why Virtual Reality Will Be More Than Just A Bunch Of Games - ARC." *ARC*. June 21. <https://arc.applause.com/2016/06/21/non-gaming-virtual-reality-greenlight/>.

¹⁵ Welton, Caysey. 2016. "VR Industry to Top \$80B by 2025: Goldman Sachs - Folio: Folio: April 21." <http://www.foliomag.com/vr-industry-to-top-80b-by-2025-goldman-sachs/>.

VR, AR, and MR Games

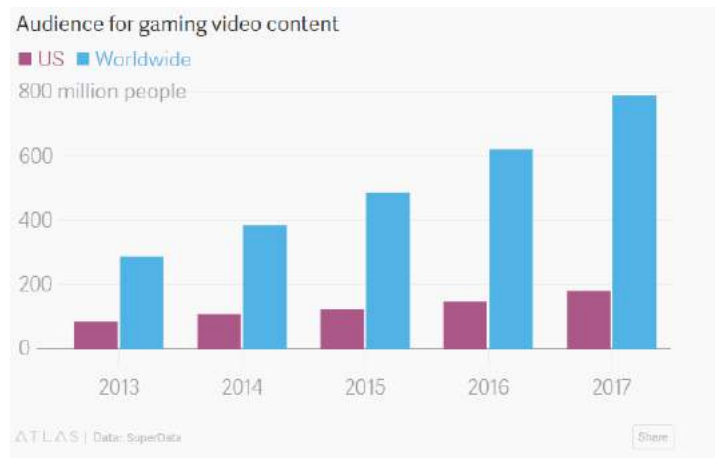
We believe a very interesting area to focus on is the intersection of Videogames, Gaming Video Content, and Live events and how this applies to the rise of eSports. First, we see that games will continue to be a major force in the VR, AR, and MR sectors, with US\$11.6 Billion forecast¹⁶. As a whole, the global games market is a robust industry that has continually seen an increasing trend in growth over the past decade, and the industry is projected to grow 6.6% by the year 2019 to an estimated US \$118.6 Billion¹⁷.



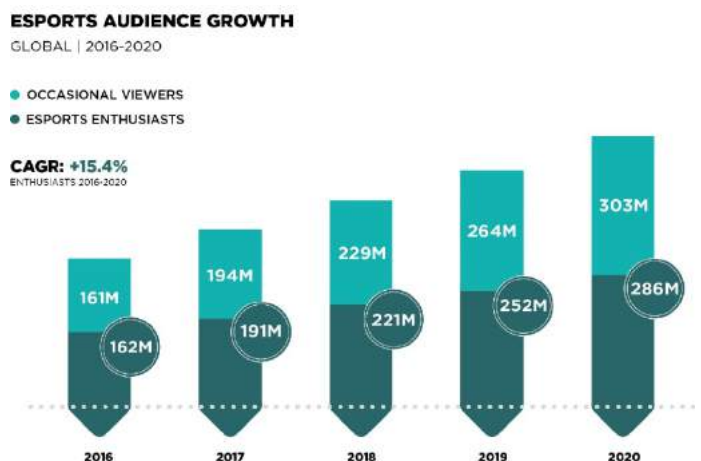
The games market is geographically diverse. With a distribution split fairly evenly between 4 areas, North America, Europe, China, and the rest of Asia-Pacific. North America comprises 25% of the market, Europe 24%, with Asia Pacific at 47%, and China being just over half of this. China is already an early mover in VR and expected to continue to be as the market grows¹⁸.

Investment in Gaming Video Content and eSports

The market for consumption of Gaming Video Content via streaming is exceedingly high. In a given month, more people watch video content of gaming videos and streams than watch HBO, Netflix, ESPN, and Hulu combined¹⁹. While perhaps a surprising statistic to many, it wouldn't be to many of the major companies who have made significant investments into the streaming spaces. Google owns *YouTube*, Amazon acquired *Twitch* in 2014, and Microsoft has recently rebranded their own streaming network, *Mixer* in an effort to participate in this major market.



A major driver of the Gaming Video Content market across the past decade, eSports has become a very large and popular form of entertainment with a 2017 audience size of 385 million enthusiast and occasional viewers. Expectations project a continued rapid growth of over 15% per year from 2016 to 2020. Prize pools for eSports events are now larger than many traditional and established sports. The 2017 top prize pool for *Dota 2* is over US\$18M, which exceeds the top prize pool for Wimbledon Tennis, Masters Golf or the Tour de France²⁰.



¹⁶ Welton, Caysey. 2016. "VR Industry to Top \$80B by 2025: Goldman Sachs - Folio." *Folio*: Folio: April 21.

<http://www.foliomag.com/vr-industry-to-top-80b-by-2025-goldman-sachs/>.

¹⁷ McDonald, Emma. 2017. "The Global Games Market 2017 | Per Region & Segment | Newzoo." *Newzoo*. Accessed August 30.

<https://newzoo.com/insights/articles/the-global-games-market-will-reach-108-9-billion-in-2017-with-mobile-taking-42/>.

¹⁸ Terdiman, Daniel. 2016. "VR Market In China Is 'Crazy, Like Really Crazy.'" *Fast Company*. Fast Company. August 17.

<https://www.fastcompany.com/3062908/vr-market-in-china-is-crazy-like-really-crazy>.

¹⁹ Wilde, Tyler. 2017. "More People Watch Gaming Videos and Streams than HBO, Netflix, ESPN, and Hulu Combined." *Pcgamer*.

April 20. <http://www.pcgamer.com/more-people-watch-gaming-videos-and-streams-than-hbo-netflix-espn-and-hulu-combined/>.

²⁰ Ciubotaru, Andra. 2015. "TI5 Prize Pool: How We Compare to 10 Traditional Sports - Dota Blast." *Dota Blast*. July 9.

<https://dota-blast.com/ti5-prize-pool-how-we-compare-to-10-traditional-sports/>.

The Rise of the Virtual Reality eSports Athlete

Together these trends lead many to project the rise of the eSports athlete^{21,22}. Virtual Reality places players inside the virtual world. As Virtual Reality eSports games are created, the eSports athlete will truly become an athlete, and this will enable compelling broadcasting productions akin to live sports today²³. The continued rise in popularity of watching game streaming, eSports, and Virtual Reality gaming will work synergistically to allow viewers to watch their favorite eSports athletes standing, running, ducking, and diving as they compete with each other, not sitting still using keyboard and mouse and looking at a monitor. Using Compositing, the audience will be able to see the athlete with the virtual world surrounding them. This will enable truly compelling content to be created and will further fuel development of VR eSports leagues beyond their early stages.

Virtual Reality Arcades

With the excitement about the potential of the new VR, AR, and MR technology many people are very interested in experiencing the new capabilities. However, current high prices make for an expensive consumer proposition for early adopters. An effect of this has been the rapid creation of a new sector – Virtual Reality arcades²⁴. These facilities enable patrons to get their first exposure to the exciting new VR world. While many of the VR arcades are local businesses, the big players like IMAX²⁵, Cineplex²⁶, and Disney²⁷ are getting involved as well. As are a new crop of companies providing franchising and software to operate the facilities like Ctrl V and SpringboardVR, as well as high-end providers of custom hardware and experiences like The VOID²⁸.

As facilities that require a large amount of content to attract their patrons, VR arcades also provide an excellent source of revenue and exposure for content creators and companies making games and experiences for VR.

3D Visual Effects and Virtual Cinematography

Almost every movie today features 3D visual effects in some sections of the movie. Much of this work is done in order to put a live actor into a scene with synthetic objects or backgrounds and uses a method called Compositing in order to do this. Costs are very high, and while the costs in most areas of filmmaking and video production have been greatly reduced across the past 20 years of computing advancements, the cutting edge in Virtual Cinematography still remains out of reach for most.

At the highest end, Disney is using cutting edge techniques that take advantage of the latest VR hardware in order to perform pre-production and filming for movies like the *Jungle Book*²⁹ and the upcoming remake of *The Lion King*³⁰. Cost estimates for their software ranges in the millions, and the tools are not available to the public. More broadly, with the average per scene cost being US\$42,000 for

²¹ Miranda, Marcello E. 2017. "The Happy Union of VR and eSports – Virtual Reality Pop." *Virtual Reality Pop*. Virtual Reality Pop. February 11. <https://virtualrealitypop.com/the-happy-union-of-vr-and-esports-d1f7c92b0384>.

²² Strange, Adario. 2017. "Oculus Rift Gamers Now Have a VR Esports League." *Mashable*. Mashable. June 13. <http://mashable.com/2017/06/12/oculus-intel-vr-esports-league/>.

²³ Miranda, Marcello E. 2017. "The Happy Union of VR and eSports – Virtual Reality Pop." *Virtual Reality Pop*. Virtual Reality Pop. February 11. <https://virtualrealitypop.com/the-happy-union-of-vr-and-esports-d1f7c92b0384>.

²⁴ Stone, Zara. 2017. "The Business Of Virtual Reality Arcades, A Future \$45 Billion Industry." *Forbes*. Forbes. August 2. <https://www.forbes.com/sites/zarastone/2017/08/02/the-business-of-virtual-reality-arcades-a-future-45-billion-industry/>.

²⁵ Garrett, Brianne, Shara Tibken, and Ty Pendlebury. 2017. "Imax Brings Virtual Reality to Movie Theaters." *CNET*. Accessed August 21. <https://www.cnet.com/news/imax-brings-virtual-reality-to-movie-theaters/>.

²⁶ Kotzer, Zack, Will Sloan, and Luc Rinaldi. 2017. "Inside the Rec Room, Cineplex's New Playdium-Style Arcade for Adults in Roundhouse Park." *Toronto Life*. June 27. <https://torontolife.com/culture/inside-rec-room-cineplex-new-playdium-adults-roundhouse-park/>.

²⁷ Matney, Lucas. 2017. "The Void Is Bringing a Location-Based Star Wars VR Experience to Disney Resorts." *TechCrunch*. August 3. <http://social.techcrunch.com/2017/08/03/the-void-is-bringing-a-location-based-star-wars-vr-experience-to-disney-world/>.

²⁸ Bishop, Bryan. 2017. "The Void Is Building a Star Wars Virtual Reality Adventure." *The Verge*. The Verge. August 3. <https://www.theverge.com/2017/8/3/16084460/star-wars-secrets-of-the-empire-disney-the-void-virtual-reality>.

²⁹ Giardina, Carolyn. 2017. "MPC VFX Supervisor Adam Valdez on Virtual Production Techniques." *IBC*. Accessed August 21. <https://www.ibc.org/production/the-jungle-book-advancing-virtual-production/1871.article>.

³⁰ Giardina, Carolyn. 2017. "NAB: VFX Master Rob Legato Promises New 'Lion King' Will Take Virtual Production Even Further." *The Hollywood Reporter*. April 23. <http://www.hollywoodreporter.com/behind-screen/nab-vfx-master-rob-legato-new-lion-king-virtual-production-996614>.

big-budget films, and in the US\$10,000 - US\$20,000 range for smaller budget films³¹, there remains great interest in reducing the costs and increasing the opportunity for filmmakers to shoot great scenes. There will be a large opportunity to democratize these tools of production and cause a market disruption³².

Communication to and from VR, AR, and MR

As the business world has transitioned to digital, communication has moved to encompass more than just phone calls, with video conferencing and communications used broadly by businesses, with a strong desire to increase it even further³³. Furthermore, the ubiquity of the mobile phone has led to the commonplace personal use of video and photo communication technology. The daily use of tools like Skype, Instagram, Facebook, Snapchat, and others is now common. Skype alone averages over 8 billion hours of social video calls per year²⁴.

As more work and entertainment is undertaken and consumed with VR, AR, and MR technology, the need to communicate with each other, and to and from VR, AR, and MR with the mobile phone and the computer will continue to increase, and higher quality, higher connection forms of communication will be desired³⁴. Significant opportunities will exist for companies that advance these communication mediums.

A Market Challenge and our Solution

Across the market of VR, AR and MR we believe a common challenge exists for which there are limited solutions. Our experience is that it is very difficult to show off virtual experiences to someone not inside virtual reality themselves. The primary broadcast and display media for content is, and will be for a long time, the 2D screen ie, mobile phones, televisions, and monitors. In our opinion, in order for these new mediums to succeed, they will likely need to solve this broadcast, recording and display problem in order to show, share, market and communicate their products, entertainments and services.

Blueprint Reality saw an opportunity when we could not find a solution to this problem currently in the market. The primary aim of our *MixCast* Inter-reality Communications and broadcast platform has been to solve this problem. Our approach is commonly called Mixed Reality, also known as Augmented Virtuality, and can be referred to as Live Compositing as well. Our intention is to become a market leader in Mixed Reality communications, broadcasting, and recording, as we continually aim to solve this problem with our *MixCast* platform while advancing our feature that solve specific problems for a broadening group of specific need areas.

Blueprint is focused on technology innovation that serves a practical need, and believes that the best tools are created when working to solve for that need. Each initial genesis of our tools has been created in conjunction with the development of a game, in order to serve the specific needs of the game during its development. Once created, each of these tools then have the potential to become their own products or Platforms, with their own ongoing development roadmap and market applicability and can then take their own path forward, but the initial idea most frequently comes from a problem solved during real development.

An example of this is *MixCast*. *MixCast* is our Inter-reality Communications and Broadcasting Platform for Virtual, Augmented, and Mixed Reality. One of the challenges with communicating about VR and AR experiences via traditional media has been the inability to see both the in-VR experience, as well as the user while they play.

³¹ "How Much Does 3D Animation and 3D Illustration Cost?" 2015. [Dean@getwrightonit.com](http://getwrightonit.com). August

3. <http://getwrightonit.com/how-much-does-3d-animation-cost/>.

³² Sidhu, Bilawal Singh. 2017. "VR as the Final Creative Medium — the Imminent Need to Democratize VR Content Creation." Virtual Reality Pop. Virtual Reality Pop. March 7. <https://virtualrealitypop.com/vr-as-the-final-creative-medium-the-imminent-need-to-democratize-vr-content-creation-faffd8f1f943>.

³³ "The Future of Video Conferencing." 2016. Office Blogs. June 14. <https://blogs.office.com/en-us/2016/06/14/the-future-of-video-conferencing/>.

³⁴ Manning, Chip. 2017. "Virtual Reality Is Paving the Way for Virtual Videoconferencing in Business | VDO360." Accessed April 3. <http://www.vdo360.com/virtual-reality-is-paving-the-way-for-virtual-videoconferencing-in-business/>.

As part of the development process of the *Awaken* game, Blueprint wanted to be able to demonstrate how the game works to someone who was not in VR. To do this, we created *MixCast*, a technology that facilitates Live Compositing in which the image of a real person is placed in a virtual world setting and the resulting composite image can be shared live with others on a 2D screen such as a phone, monitor, or TV, thus creating a type of Mixed Reality.

With *MixCast*, our Interactive Broadcasting Platform, we enable users to create blended Mixed Reality images and then share and broadcast their experiences more fully. We allow the use of both simple and high end cameras, and integrate with the major VR headsets. *MixCast* enables smooth and painless streaming to popular social channels including Twitch, Facebook Live, and YouTube.

As the VR industry has grown across the past year, it has become ever more apparent that Mixed Reality of the sort we enable is a critical technology for the marketing of VR to the mass market. *MixCast* has garnered interest from a wide range of industry verticals to date and we have clients in entertainment, education, and scientific research. Currently we are an early market leader and we are iterating on the Platform at a fast pace.

Blueprint recently signed an agreement to partner with Intel in order to accelerate the development and adoption of *MixCast* and optimize it for use on Intel processors, the most widely used in the world.

Looking forward, we plan to continue this approach by having practical applications of our technology in development as we create and expand the capabilities of our tools Platform. This synergy between game and tools has been proven successful previously with both Epic³⁵ and Slack³⁶ as good examples.

Long Term Opportunities

With the Spatial Computing market's projected rapid growth, accompanying significant focus from global technology companies, and investment firms pouring over US\$2 Billion into VR and AR in 2016³⁷, there are a significant number of companies developing consumer content. Angel List shows over 1,300 startups³⁸. Blueprint sees significant opportunities to provide solutions as follows.

LONG TERM OPPORTUNITIES



Our long-term strategy revolves around becoming the standard in three different but adjacent market sectors that all utilize the same technology that we have created. Variations in the product include different feature sets and the approach in marketing to associated markets.

1) *MixCast* becomes the Standard Broadcast and Recording Platform for Mixed Reality

The first long term opportunity is to become the standard broadcast and recording platform for Mixed Reality across the video game, Gaming Video Content, eSports, education, video production, and enterprise sectors. This is the core goal from which the other two emerge, and makes use of the existing feature set we have already developed. The majority of our immediate, short, and mid-term efforts and

³⁵ Thomsen, By Mike. 2010. "History of the Unreal Engine - IGN." *IGN*. IGN. February 23. <http://www.ign.com/articles/2010/02/23/history-of-the-unreal-engine>.

³⁶ Baer, Drake. 2016. "Inside the Video Game Roots of Slack, Everyone's Favorite Workplace Messaging App." *Business Insider*. March 17. <http://www.businessinsider.com/inside-the-video-game-roots-of-slack-2016-3>.

³⁷ "Record \$2.3 Billion VR/AR Investment in 2016." 2017. Accessed April 11. <http://www.digi-capital.com/news/2017/02/record-2-3-billion-vr-ar-investment-in-2016/>.

³⁸ "Virtual Reality Startups." 2017. *AngelList*. Accessed April 11. <https://angel.co/virtual-reality-3>.

budget are oriented towards achieving this long-term goal.

2) *MixCast Chat* becomes the Standard Inter-reality Communications Platform for VR, AR, and MR

The second long term goal is to become the standard Inter-reality Communications platform for communication to/from VR, AR, MR. This builds on the first goal, taking advantage of the install base we will have built, and adding communication and sharing features that extend out to the mobile phone market.

3) *MixCast Virtual Production* becomes the Standard Virtual Cinematography Toolset

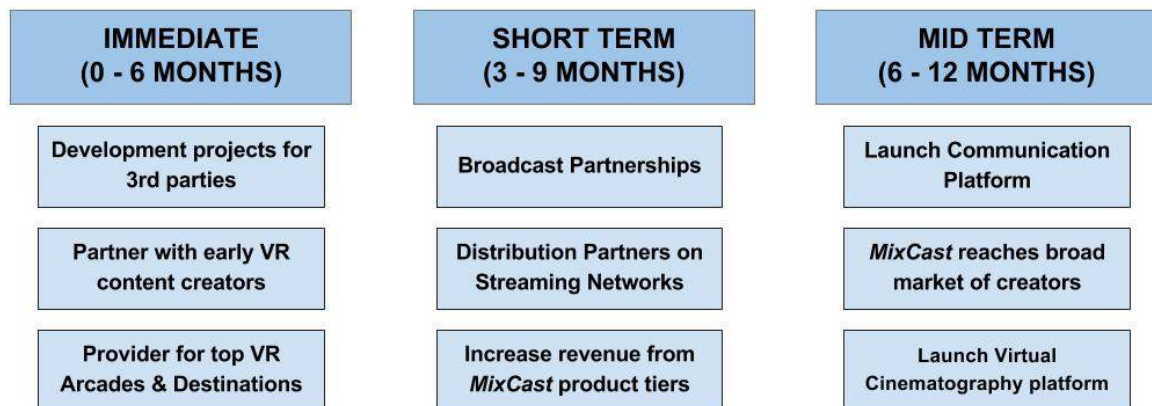
The third long term goal is for our technology to be used as the basis for a new product, *MixCast Virtual Production*, which has the potential to become the standard low-cost toolset for Virtual Cinematography, and potentially changing the budget landscape for low and high budget films alike. This third goal again takes advantage of many of our technological advances, but also adds workflow and pipeline integration features specific to this market.

The first two opportunities are closely linked, and if we achieve the first, we should have a high probability of taking a leadership position for the second.

Current Opportunities

Focusing more closely on the current opportunities, we see a number of immediate, short, and mid-term opportunities across the next 12 months that we believe will drive us towards achieving our long-term goals.

CURRENT OPPORTUNITIES



Immediate Term: We see immediate opportunities as those where we are currently in active conversations about and expect to be executed in the next six months.

- 1) The first immediate opportunity is to bring on development projects for 3rd parties that further our technology development. With our experience as a game developer, Blueprint has the capability and skills to create Immersive tools and platforms as well as complete VR/AR/MR applications. This knowledge of the full range of spatial interaction in 3D increases our ability to conceive and then build innovative products. We signed a master services agreement in March 2017 with Unity and our first project with them was *A Mighty Kingdom* which was displayed during the Unity Vision Summit 2017 Keynote. We recently signed another master services agreement in July 2017 with Intel and are working on proof-of-concept features that extend *MixCast*, adding significant new functionality.
- 2) The second immediate opportunity is to partner with early VR content creators in order to get additional exposure for our *MixCast* platform. We have been adding to the list of released games from early creators, and can now count *Holodance*, *Chroma Lab*, *Awaken*, and many more upcoming titles as *MixCast* users. By partnering with more content creators, we gain an ever expanding set of

content created with our technology which activates the network effect and advertises our product to others for us.

- 3) The third immediate opportunity is to become the provider of Mixed Reality solutions for the leading Virtual Reality Arcades. As noted previously, this is a rapidly growing market, and is a channel that is giving more people exposure to the new VR technologies than any other. A need they are now encountering is to increase the quality of the experience for their patrons by making their time spent while at the arcade but not playing games or while waiting their turn to be more interesting, and in providing patrons with souvenirs such as photos and recordings of themselves while in VR. *MixCast* solves both these problems for the arcades. The first we solve by creating a live Mixed Reality broadcast, thus allowing those patrons waiting for a turn to see their friends in the virtual world. Second, we record photo and video of their experience, allowing the arcade to provide souvenirs for their patrons, potentially as an additional revenue stream for their business, just as top amusement parks globally already offer the “roller coaster photo”. We are currently in discussions with a number of the top arcades and arcade software providers about becoming their exclusive Mixed Reality provider.

Short Term: We see short term opportunities as those that we are now actively pursuing and expect to be executed in the next three to nine month timeframe.

- 1) The first short term opportunity is to sign broadcast partnerships with high-profile consumer facing entertainment and media projects. Key target areas include powering eSports broadcasts and being involved in high profile destination based immersive experiences like those that could be offered at Disneyland or Universal Studios. We believe that partnerships of this type have the potential to increase our profile and the awareness of the utility of *MixCast* which may continue to accelerate adoption. We are currently in multiple discussions on this front.
- 2) The second short term opportunity is to sign partnerships with the major streaming and Gaming Video Content providers. By signing these partnerships, and ensuring that *MixCast* offers integrated tools for individual broadcasters on their networks, we intend to position ourselves as the broadcast platform of choice. We are in active conversations with most of the major networks.
- 3) The third short term opportunity is revenue related, and focuses on increasing the amount of revenue we receive from sales of *MixCast*. We intend to release multiple tiers of *MixCast* that have different price-points and feature sets targeted at different user bases. More specifically, our intention is to release “Free”, “Indie”, “Pro”, “Arcade”, and “Educational” tiers as we are finding a very different set of needs and price elasticity with each group. We are in the process of moving sales of *MixCast* from a 3rd party site to our own sales portal, along with introducing these tiers and SaaS based recurring payment models.

Mid Term: We see mid term opportunities as those opportunities where we have had early conversations with a number of the main players and expect to execute within the next six to twelve month time frame.

- 1) The first mid term opportunity is to launch our Inter-reality Communications platform and connect it with our mobile application. The first version of the mobile application is intended to be released in November of 2017 and will feature video and photo transmission, but will not immediately feature two-way communication. We have already completed the technology proof-of-concept for two-way Mixed Reality communication and will be integrating it, along with the supporting features some time after the mobile app is launched. For eSports teams, this would allow them to communicate with each other. Further, this includes a feature roll-out for virtual reality arcades that would allow their patrons inside Virtual Reality experiences to have direct video-chat with the arcade operators without leaving the virtual experience to greatly enhance customer service and troubleshooting.
- 2) The second mid term opportunity is related to market timing. We believe that within the next 12 months we may be fairly well established as the Mixed Reality broadcast and recording leader with an awareness among content creators. The opportunity lies in ensuring we cement this awareness

and lead through marketing, feature stories, advertising, and conference presence, while continuing to offer our services in an ever- widening number of languages and underlying engines.

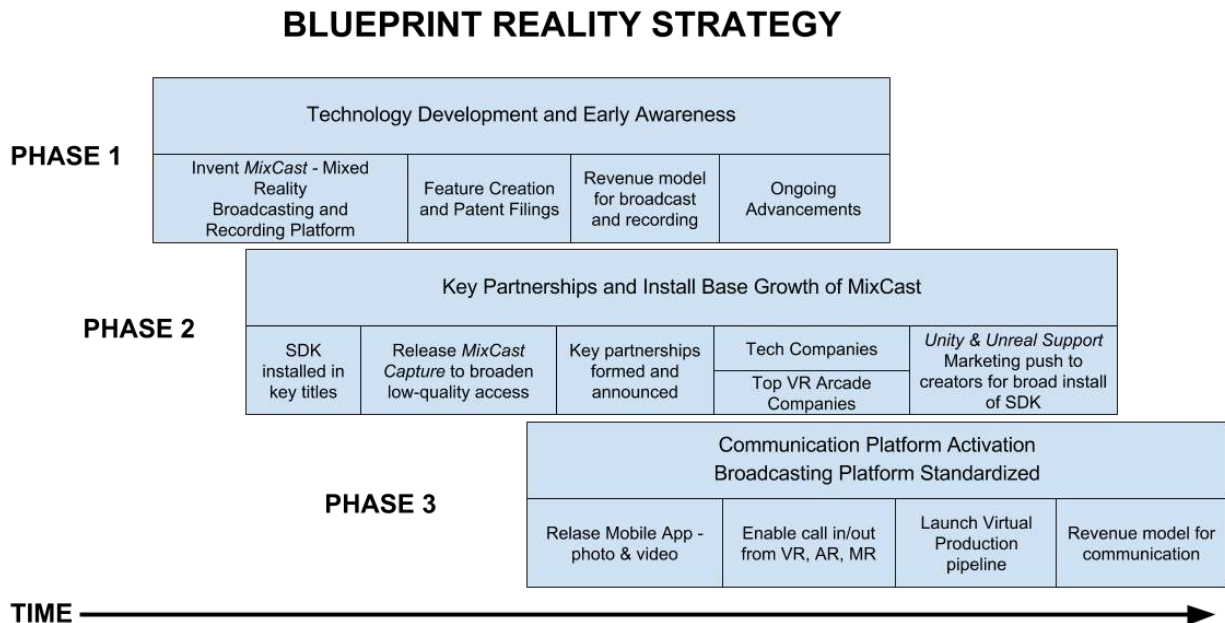
- 3) The third mid term opportunity relates to a product extension of our *MixCast* platform that takes advantage of our technology to reach an adjacent market with a very high profile. 3D Visual Effects and Virtual Production and Cinematography are huge cost areas for film and video, and one of the capabilities of our *MixCast* technology is to enable certain types of very high quality shooting with a dramatically decreased budget. We have the opportunity to democratize one of the last sets of the production tools that have not yet been made accessible to all filmmakers. As we release our *MixCast Virtual Production* tools, we believe this may continue to increase the profile for the company and our technology with *MixCast* and *MixCast Chat*.

Blueprint Reality Strategy

Assembling the set of opportunities in front of us, while keeping the long term opportunities in mind and placing them on a rough timeline frames up our strategy.

Blueprint Strategy

- Phase 1: Technology Development and Early Awareness
- Phase 2: Key Partnerships and Install Base Growth
- Phase 3: Communication Platform Activation, Broadcasting Platform Standardization



We believe we have the right technology, people, timing and industry relationships to be able to execute this strategy across the next 24 - 48 months.

Phase 1: We are mid-way through the first phase of the strategy. We have created *MixCast* and brought its awareness to a broad enough group that we were able to complete agreements with Unity and Intel – the beginnings of Phase 2. We are mid-way through the creation of multiple feature and price-point tiers for *MixCast* and expect to have them launched and available to the public by November. Finally, we have an internal roadmap of additional features and innovations that we are actively working through to continue to cement our leadership position.

Phase 2: We are at the beginning of Phase 2, and our agreements with Unity and Intel are key to increasing the profile of the company. As well, we are in a broad range of discussions that will drive the rest of this Phase 2.

Phase 3: We have created proof-of-concept technology that powers our communication platform.

Marketing Strategy

We are running a three phase marketing strategy that lines up with our overall strategy.

Phase 1: Awareness and Profile

Phase 2: Accelerate and Broaden Awareness

Phase 3: Direct marketing

Phase 1: In phase 1, we see four activities as key to our success:

- 1) High Profile Partners and Integrations
- 2) Tradeshows and Events
- 3) One-to-One communication and support
- 4) Social Media and Community

We are actively pursuing high profile partners and integrations, ranging from companies like Intel and Unity, to specific games and popular IP. We are currently in discussions with several of the world's largest science-fiction IP creators for our technology to be powering the broadcasting of their upcoming VR experiences.

We have attended a number of tradeshows and events across the past 12 months which has been a successful route to gain the awareness to date. We will continue to attend relevant shows and conferences, increasing our presence across the next year. Key shows we plan to display at next year include GDC (Game Developers Conference, the world's largest professional game industry event), NAB Show (the world's largest annual convention encompassing the convergence of media, entertainment and technology) and SIGGRAPH (the world's largest conference on computer graphics). We have given several talks and moderated panels and continue to submit for additional talks. We were recently selected to display our game *Awaken* and present our *MixCast* at Kaleidoscope's First Look event in Los Angeles in September 2017.

As we work to gain additional product references and supporters, we actively reach out and initiate direct one-to-one communication with content creators. We believe that this direct communication is invaluable at this early stage. As we gain supporters and supported applications, word-of-mouth about our support can be very strong and advantageous.

We regularly take advantage of the power of social media to share our progress, and the progress and released materials of our partners. Twitter, Instagram, LinkedIn, and Facebook are regular channels we publish content to, and we are continuing to increase our follower count. We will consider Phase 1 a success when it is broadly established that we are the leaders in mixed reality solutions and that *MixCast* is the best choice for broadcasting mixed reality.

Phase 2: In phase 2 we will build on our phase 1 awareness success, continuing many of the activities from phase 1, but adding some additional areas of focus:

- 1) Awareness through press stories and press releases
- 2) Highlight Content creation from 3rd parties

As we gain stronger awareness in our markets, we will push hard to drive a coordinated set of press stories and press releases that firmly establish our leadership. To do this, we will need to have signed a number of key partners in the content creator, virtual reality arcade, technology company, and streaming network categories. We intend to tap into our existing press networks to tee up the

appropriate next-level stories and interviews necessary to further the story of *MixCast* as the leading technology.

As more and more content creators and broadcasters become users of *MixCast* we will have an ever-widening pool of content that has been created with *MixCast*. We have written our license agreements such that we have the usage rights to use this material to highlight our product and company. We plan to utilize this body of great work to highlight the best creators and the best works that were created with *MixCast* through top existing and future channels.

Phase 3: In phase 3 we continue the activities from the first two phases, but add direct marketing and advertising.

When we initiate phase 3, we may have a significant number of monthly and annually recurring revenue clients from a variety of industries and sectors. We will analyze these to determine where the greatest opportunity lies in running directly targeted advertising and marketing campaigns to bring on additional customers and clients. We will run these campaigns as digital campaigns and monitor the cost to acquire new clients against the long term value of the clients we obtain to ensure we are running campaigns with a positive return on investment.

Technology

Blueprint Reality's deep body of technology development includes all the necessary components for creating immersive and powerful VR applications and platforms. Starting with the acquisition of a significant number of assets from our previous company, we have honed our research and created breakthrough technology in a number of areas key to the growth of VR:

Real Time Video Compositing: Mixed Reality requires a number of compositing technologies, both based on existing processes as well as new techniques, to operate in real time. Blueprint Reality has made strides in live background removal options, such as Chroma-keying (green screen), and static subtraction (removing stationary aspects of the image). Together, these technologies provide broad support for users to start broadcasting even without a high-end setup. In addition, we've developed new techniques for inserting the camera (video) feed into the scene that increase the quality of the resulting mixed reality output significantly. Our advances tackle a number of issues with current solutions, including full-screen output, lag-compensated game view, and a ground-foot interaction workaround. These technologies have also been designed for intuitive user setup and interaction as well as increased developer control, making them applicable to nearly all VR experiences.

Mixed Reality Calibration: One of our objectives in developing *MixCast* was to eliminate the long and difficult process of setting up a mixed reality configuration. Our current process reduces that required setup time from hours to minutes by employing a robust suite of tools to automate and streamline as many steps of the process as possible and simplify the remaining steps into intuitive actions. Our Chroma keying solution can be calibrated through a simple "erase" action, making it one of the simplest Chroma keying tools available. Our static subtraction has a similarly simple setup process. Overall, our development in this area has included computer vision, tracking technology, and hardware acceleration of tasks.

VR Interaction Systems: VR applications, as fully 3 dimensional software, are controlled via new methods of interaction, and design standards have not yet been settled. Blueprint Reality has kept up with and innovated on the leading patterns of VR interaction, including building a software toolkit that enable many standard controls such as object placement, resizing, curve creation, and more out of the box. Networked interactions are also supported throughout to make multiplayer simulations easier to create. Interaction also includes player movement, a new challenge for designers given the physical constraints of VR. Our development in this area includes the creation of a teleportation system, an in-place world reposition system, and a movement exaggeration system to expand the user's play area.

Competition

There are many companies entering into the Spatial Computing industry across many sectors. Blueprint's competitors include the following, many of whom are also key partners:

Unity: As the developer of the *Unity* game engine, Unity Technologies could decide to develop sub-components that overlap or duplicate functionality of the *MixCast* platform.

Epic / Unreal: As the developer of the Unreal game engine, Epic could decide to develop sub-components that overlap or duplicate functionality of the *MixCast* platform. Epic recently released basic mixed reality functionality which will be very valuable to Blueprint as it enables our more advanced *MixCast* platform to access previously unavailable functionality and allows for *MixCast* to work better on VR applications created to run on the Unreal engine.

Valve / Steam: As the developer of the Steam VR SDK, Valve could decide to develop sub-components that overlap or duplicate functionality of the Blueprint tools platforms.

Oculus / Facebook: Facebook, owners of Oculus could decide to develop mixed reality functionality that could overlap or duplicate features or benefits of *MixCast*. Oculus recently released basic mixed reality functionality which will be very valuable to Blueprint as it enables our more advanced *MixCast* platform to access previously unavailable functionality and allows for *MixCast* to work better on VR applications created to run on the Oculus Rift.

Owlchemy Labs: Owlchemy Labs, developers of the game *Job Simulator* and *Rick and Morty: Virtual Rick-ality*, blogged about mixed reality functionality they developed in 2016. They were purchased by Google in May 2017. At present they have not released any tools as commercial products, but they could decide to do so and then compete with *MixCast*. Statements from Google indicate their focus is on the gaming side of their business.

Liv.tv: A company also in the mixed reality broadcasting space, but providing a hardware and physical green screen solution. They are competitors with respect to single event activations, and recently acquired what appears to be an early mixed reality software solution. Current information on that solution is limited and their only public video footage is weak.

VReal: VReal is developing a platform that enables users to connect and communicate with each other in VR. There could be some overlap between their platform and the *MixCast* platform.

On the games front, there are numerous game developers who could be considered competitors for Blueprint. As the Issuer's primary focus is Inter-reality Communications and the technology platform and tools to enable it, we have not listed the many potential video game competitors. We are hopeful that some or many may become our *MixCast* customers.

Potential Revenue Model

Note: In the early stages of the development of the business, Blueprint Reality may engage strategies that may forgo revenue temporarily in order to build the User base faster. This may occur in both the tools and games segments of our business.

It is anticipated that Blueprint Reality will receive revenue from three different structures:

1. Contracts and Development Fees for 3rd party work
2. Annual and Monthly Fees from *MixCast*
3. Download Fees from *Games*

We expect the ratio of this revenue will change over time, with early revenue primarily coming from contract and development fees, with middle revenue coming from annual fees, and late revenue coming from monthly fees.

Contract and Development Fees for 3rd Party Work

Blueprint Reality has a strong position as an early mover in the VR, AR, and MR development markets and we have now built and launched both a games and a tools Platform. As such, we have the opportunity to find and sign additional development contracts that take advantage of our current code-base and skillsets. We are in discussions on several contracts of this nature. We take the position that while we will create a product that can be owned by the 3rd party, all of the code and technology development will continue to be owned fully and completely by Blueprint Reality.

Annual and Monthly Fees from *MixCast* Broadcast and Recording Platform

In the software tools sector the primary pricing models are Software-as-a-Service (SaaS) and fixed price, with SaaS gaining more and more traction as the most commonly used mode. Frequently both models have a variety of price points for different tiers of features and services. A free version of a product with a reduced feature set or distribution-limiting mechanism is also frequently employed as a customer acquisition strategy.

Blueprint intends to follow all of these pricing strategies for our products in a tiered fashion. We currently offer *MixCast* with a SaaS model, and will shortly introduce a “Free” version as well as “Indie”, “Pro”, “Arcade” and “Education” versions with different feature sets and pricing models.

The pricing models are intended to support a variety of types of recurring revenue. We expect that the Pro and Education versions will be available for an annual fee. The Indie and Arcade versions will be offered at a monthly fee. We are evaluating a micro-transaction payment model for *MixCast Chat*.

Finally, as we gain traction and look to partner with larger broadcast partners, we expect to achieve and realize Licensing Revenue for being the primary Mixed Reality service provider for large scale productions.

Download Fees from Games

Games are an inherently hit-driven segment of the business. Our plan is to opportunistically develop titles in conjunction with partners when appropriate. We plan to target titles that further our tools platform technology goals, and that also offer innovation and a unique look and feel which can both contribute to their potential hit factor. We prefer titles that can have evergreen appeal. *Awaken* is a good example of this approach with a strong art style and visually stunning appearance without requiring top of the line graphics hardware to run appropriately.

At the current stage of the VR industry, most VR game products are sold as a one-time sale for a fixed price. Neither subscription-based pricing nor free-to-play games with in-app purchases are a very significant portion of the selling base at present. Our expectation is that this sales model will continue for the next several years as the market grows in size, at which point we expect that there will begin to be a larger portion of titles offered in the free-to-play model that currently dominates the mobile games market.

We do not expect subscription based pricing to be prevalent in the current or future VR games markets. If we produce a game with a partner that is highly successful, we could expect to receive royalty revenue from sales of the game.

We have experience with the development and publishing differences for all of these models.

2.3. Development of the Business

The main stages and timeline of the development of the business have included the following:

October 2015	Tarrnie Williams starts a research group at Roadhouse Interactive focused on Virtual Reality the day after he tried the HTC Vive for the first time stating: "The technology is now here for a successful and large commercial VR industry."
January 2016	At Roadhouse Interactive, Ben Sheftel's concept of <i>Awaken</i> starts to emerge into Software for the first time.
February 2016	The first elements of <i>MixCast</i> are created and Mixed Reality streaming begins at Roadhouse Interactive.
August 2016	Roadhouse interactive files for bankruptcy.
September 2016	1088680 BC Ltd. was incorporated in the province of British Columbia by founders Ben Sheftel and Tarrnie Williams. The Issuer acquires from Roadhouse Interactive the software source code, intellectual property, all associated rights and branding, as well as the associated VR hardware for all of Roadhouse Interactive's work in VR, AR and MR.
October 2016	The Issuer changes its name to Blueprint Reality Inc. The Issuer secures contracts with key former employees of Roadhouse Interactive to build its VR, AR and MR team.
November 2016	Blueprint Reality launches its corporate website. The Issuer engages Equifaira Advisors Inc. to provide strategy, execution management and investor relations consulting services to support the Issuer.
December 2016	The Issuer launches offering at \$0.07 per Share.
January 2017	Blueprint Reality launches <i>Awaken</i> , a room scale, physics based puzzle game with tracked hand positioning for the Oculus Rift and HTC Vive.
February 2017	Blueprint Reality releases <i>MixCast</i> a Mixed Reality tool for Live Compositing and Broadcasting.
March 2017	Blueprint Reality demonstrates <i>MixCast</i> at the Game Developers Conference (GDC) in San Francisco to overwhelmingly positive response.
May 2017	Blueprint Reality secures a contract with Unity and creates A Mighty Kingdom for Unity and <i>MixCast</i> is used to perform the world's first live broadcast of a mixed reality stream to a simultaneous in-person and online audience as part of the Unity Vision Summit 2017 Keynote. Ben and Tarrnie present a session on Mixed Reality Broadcasting.
June 2017	Blueprint Reality attends Augmented World Expo where Tarrnie Williams moderates a panel on Mixed Reality Broadcasting. Blueprint Reality files for its first patent (non-provisional) App. No.:15/623,879 : Group Art Unit: TBD Filing Date: June 15, 2017 : Docket No.: BLP001-USNP

For: METHOD AND SYSTEM FOR CHROMA KEYING

Abstract: When chroma keying, the colors to be removed from a video are first selected from an image of the background set using an eyedropper. The colors of the pixels that are selected form part of the chroma key, which also includes a tolerance range based on the colors. Colors to be removed are selected by clicking, or clicking and dragging the eyedropper. Portions of the image that are keyed are removed after each selection. The chroma key is expanded as more areas of the image are selected, until all the entire background set is selected. Chroma keying is carried out using the HSB (hue, saturation, brightness) convention.

July 2017

Blueprint Reality signs partnership agreement with Intel to further develop *MixCast* and optimize for Intel processors

Blueprint secures a contract with Intel *MixCast* and optimize for Intel processors

August 2017

Blueprint Reality files for its second patent (non-provisional).

App. No.: 15/684,005 : Group Art Unit: TBD

Filing Date: August 23, 2017 : Docket No.: BLP003-USNP

For: PERSONAL COMMUNICATION VIA IMMERSIVE COMPUTING ENVIRONMENT

Abstract: An immersive computing system generates a virtual reality or mixed reality video relating to a user of the system and transmits it to a user of a remote device. The remote device sends a video relating to the remote user to the user of the immersive system. The video from the remote user is incorporated into the virtual world of the immersive user, enabling personal communication between the remote user and the immersive user, without the immersive user needing to exit the virtual world. The video transmitted from the immersive system to the remote user may be a first-person or a third-person view. The remote device may be conventional and transmit a real-world video, or immersive and transmit a virtual or mixed reality video.

September 2017

Blueprint Reality files for its third patent (provisional).

App. No.: 62/565,926 : Group Art Unit: TBD

Filing Date: September 29, 2017 : Docket No.: BLP004-USPR

For: SELF-COORDINATING CAMERA DRONE SYSTEM

Abstract: Using one or more quadcopter "drones", one or more subjects can be recorded by a mounted camera with specific placement, motion, and parameters that are driven by data fed from an onboard or networked device such as a personal or mobile computing device.

October 2017

Blueprint Reality files for its fourth patent (provisional).

App. No.: 62/567,672 : Group Art Unit: TBD

Filing Date: October 3, 2017 : Docket No.: BLP005-USPR

For: CINEMATOGRAPHY VIA IMMERSIVE COMPUTING ENVIRONMENT

Abstract: Immersive computing has enabled advances in virtual cinematography which radically change the way filmmaking can be conducted in terms of financial costs, labour costs, and reduced fixed capital expenditures in particular. MixCast™ studio tools provide a real-time solution with which to easily share and communicate an immersive virtual world to a 2D screen. Directors and DOPs are now able to don headsets and navigate a digital environment alongside projections of actors reacting live within the scene. Shots can be framed as per usual in addition to blocking, framing tracked camera shots, and quickly assembling screencaps for rough cuts and storyboarding purposes.

The Issuer closes offering at \$0.07 per Share.

The Issuer engages Aqua Mergers and Acquisitions Inc. to assist the Issuer with a structured process for identifying potential strategic partners for the Issuer to scale up and/or to acquire the Issuer.

To the date of this Offering Memorandum, \$870,129.25 has been raised through friends, family and accredited investors.

2.4. Long-Term Objectives

The Issuer's long term objective is to leverage our technology and product innovation and create a series of industry leading tools Platforms for the virtual, augmented, and mixed reality industries.

The **product development** long-term objective is to create initially one, then a series of Platforms that are intended to become a market leader and a standard for each of their specific applications. *MixCast* is targeted to become the standard broadcast and recording platform for Mixed Reality across the Video Game, Gaming Video Content, eSports, education, video production, and enterprise sectors. *MixCast Chat* is targeted to be the standard Inter-reality Communications Platform for communication to and from the real world and VR, AR, MR. This builds on the first goal, taking advantage of the install base we will have built, and adding communication and sharing features that extend out to the mobile phone market. *MixCast Virtual Production* is targeted to make use of our technology to be the basis for a new product which will become the standard low-cost toolset for Virtual Cinematography, bringing live Compositing to the masses and changing the budget landscape for low and high budget films alike.

Blueprint's product development roadmap will always be highly forward-looking, with key innovations continuing to ensure our products remain at the forefront of their respective market segments. We intend to continue with technology innovation by ensuring solid funding through continuous fundraising and sales channel development and by practicing conservative operational cost management for ongoing product research and development.

The **brand development** long-term objective is to establish Blueprint Reality as a trusted and "go-to" brand for tools solutions in the Spatial Computing sector. The objective is to create a unique visual identity (logo, name, colours, etc.) and an extremely positive brand experience for our customers. We will focus on ensuring the User experience is always foremost in our approach, and that our products and services are easy to use with clear and supportive onboarding materials. Our intent is to develop a brand that will be relevant and appealing to our core target market and a brand experience that is consistent across all touch-points including product, website, social media, sponsorship, in order to build trust, loyalty, and engagement. We plan to build an aspirational brand to capture early adopter and brand champions, generate viral and word-of-mouth awareness, and then expand to the mass market.

The **general and administration** long-term objective is to ensure that operations are running smoothly and risk is mitigated. Key areas of focus will include: legal, accounting, finance, insurance, and human resources and company culture.

The **sales and marketing** long-term objective is to build the Blueprint Reality Community and User base and capture Clients in multiple industries including but not limited to education, communication, streaming, broadcasting, eSports, and video games, and to build awareness and credibility in industry markets via marketing campaigns and business development introductions from key strategic advisors in the industries.

Blueprint Reality's long-term objectives are outlined in the table below.

Blueprint Reality's long-term objectives	Target completion date	Cost to complete
Product development: <i>MixCast</i> becomes the Standard Broadcast and Recording Platform for Mixed Reality	2-4 years	\$3,000,000 - \$5,000,000
Product development: <i>MixCast Chat</i> becomes the Standard Inter-reality Communications Platform for VR, AR, and MR	2-5 years	\$3,000,000 - \$5,000,000
Product development: <i>MixCast Virtual Production</i> becomes the Standard Virtual Cinematography Toolset	3-5 years	\$2,000,000 - \$4,000,000
Ongoing brand development	3-5 years	\$2,500,000 - \$3,000,000
Ongoing general and administration	3-5 years	\$1,500,000 - \$2,500,000
Ongoing sales and marketing	3-5 years	\$4,000,000 - \$6,000,000

2.5. Short-Term Objectives and Use of Funds

The Issuer's short-term objectives for the next 12 months are outlined in the table that follows:

Blueprint Reality's Short-Term Objectives (6-12 months)	Cost to Complete
Product Development Total and Use of Funds Include:	\$550,000
Salaries required to grow the development team required for the expansion and extension of our MixCast broadcast and recording platform.	\$400,000
Computer, software and technology expenditures.	\$25,000
Salaries required to support the Awaken video game.	\$25,000
Compensation to Insider for 12 Month Period - Ben Sheftel, CTO	\$100,000
Intellectual Property Portfolio Development Total and Use of Funds Include:	\$100,000
Funds required to pay specialists for patent applications.	\$50,000
Funds required to pursue trademark and copyright protection.	\$50,000
Brand Development Use of Funds:	\$25,000
Maintenance of the visual language of the brand.	

Evolution of the brand guidelines and brand book to ensure consistency across all internal and external touch points.	
Enhancement of the social media platforms to ensure responsive web and mobile pages.	
Development and production of brand materials (brochures, banners, demo videos, etc.)	
General and Administration Total and Use of Funds Include:	\$225,000
Professional fees including legal, accounting, and consulting.	\$20,000
General overhead such as rent, corporate insurance, telephones, cost of sales, vehicle, foreign exchange and bank charges.	\$25,000
Compensation Paid to Insider for 12 Month Period - Tarrnie Williams, CEO	\$120,000
Compensation Paid to Insider for 12 Month Period - Todd Buchanan, VP	\$60,000
Sales and Marketing Total and Use of Funds Include:	\$120,000
Salaries required to develop and then grow the sales and marketing team.	\$100,000
Advertising, promotion and marketing expenditures required to engage and then grow the User base.	\$5,000
Digital and social media marketing.	\$5,000
Travel and conference expenses to increase awareness. Membership and sponsorship fees to support the community.	\$10,000

The Issuer plans to allocate funds to ***product development*** over the next twelve (12) months to evolve the Blueprint Reality product line beyond current features and applications. The initial focus will be on *MixCast* as we work to establish the broad utility of the Platform and create market leadership. An emphasis will be placed on the growth of the product development team throughout the year.

The Issuer plans to allocate funds ***for intellectual property portfolio development*** including funds required to pay specialists to assist with the research, writing, and filing of patent applications in order to best protect Blueprint Reality's inventions and innovations. Additional funds are allocated as required to pursue trademark and copyright protection when applicable for Blueprint's software source code, trade names and trademarks and other intellectual property protection.

The Issuer plans to allocate funds to ***brand development*** visual language of the brand: visual marks, colours, typography as well as the personality of the brand: tone and manner. Additionally, the creation and evolution of all the required elements of the brand such as: brand name; brand logo or logos; voice of the brand; slogans; taglines; look and feel of the brand; aspirational target market avatar; and a brand book with standardization of the use and application of the above elements.

The Issuer plans to allocate funds for ***general and administration*** over the next twelve (12) months. The Issuer will purchase corporate insurance to: protect the Issuer and its stakeholders; mitigate the threats in the industry; protect its own Clients' and Users' data; and third party coverage in the event a breach occurs with a strategic partner. The issuer intends to mitigate risks by retaining professionals including legal, accounting, and consulting. Additionally, as Blueprint Reality grows and increases its staff, funds will be spent on equipment, human resources and corporate culture development.

The Issuer plans to allocate funds to ***sales and marketing*** with a focus on entering its first market in North America and in order to develop the Issuers' sales and marketing programs. The funds

required here will be allocated over twelve (12) months to creating and developing a dedicated sales and marketing team, and increasing brand awareness through targeted marketing campaigns. The marketing campaigns will include a combination of: consumer and market research; digital and Social Media; meetings, events and tradeshows; and advertising and promotion. If less than the Maximum Offering is raised, the Issuer will likely spend less in each category.

2.6. Insufficient Funds

The funds available as a result of this Offering will not be sufficient to accomplish all of our long-term objectives and there is no assurance that alternative financing will be available.

2.7. Material Agreements

The Issuer has entered into the following material agreements as at the date of this Offering Memorandum

Acquisition and Merger Advisory Letter Agreement with Aqua Mergers & Acquisitions Inc. ("Aqua") on October 17, 2017, the Issuer entered into an acquisition and merger advisory agreement with Aqua, a California company whereby Aqua was, among other things, engaged to assist, locate, identify and find an acquirer for the Issuer (the "Acquisition Agreement").

This is a summary of the Acquisition Agreement only and is subject to the complete terms and conditions of the Acquisition Agreement, a copy of which may be inspected by subscribers during normal business hours at the offices of the Issuer located at suite 101 – 1715 Cook Street, Vancouver, British Columbia V5Y 3J6.

Services

The Issuer engaged Aqua to provide a number of services related to finding an acquirer for the Issuer (the "Services"). The Services include:

- (1) conducting a review of the Issuer's business to determine the best strategy for consummating a sale of the Issuer;
- (2) assisting with the preparation of materials for use in presentations to potential acquirers;
- (3) identifying potential acquirers;
- (4) facilitating the due diligence process and taking the lead in effecting the sale;
- (5) working with the acquirer and management to facilitate an acceptable post-acquisition strategy; and
- (6) other reasonable requests by the Issuer in relation to effecting a sale.

Fees

Monthly Fee. In exchange for the Services, the Issuer has agreed to pay Aqua \$5,000 CAD per month and all pre-approved travel and out of pocket expenses incurred in furtherance of the Services.

Success Fee. In the event that a Transaction (as defined below) occurs and subject to earn-out conditions, if applicable, Aqua is also entitled to an additional fee equal to 3.5% of the gross proceeds of the Transaction up to and including \$20,000,000 CAD and 5% on the gross proceeds of the Transaction greater than \$20,000,000 CAD. The Success Fee survives the termination of the Acquisition Agreement for a period of 18 months. For the purposes of calculating the gross proceeds of the Transaction, all amounts received either directly or indirectly by the Issuer including cash, securities, options, property, notes, delayed payments, earn-outs and the amount of any debt assumed by the acquirer are included.

Transaction

For the purposes of the Acquisition Agreement, a Transaction includes the following:

- (1) a sale or disposition of the all or a majority of the shares, business or assets of the Issuer;

- (2) any transaction which results a change of control such as the acquirer obtaining 50% of the voting shares or obtaining the ability to change the composition of the Issuer's Board of Directors;
- (3) a sale, disposition, license or other grant of rights to the intellectual property of the Issuer;
- (4) an amalgamation, merger, plan of arrangement, take-over, insider or Issuer bid, reorganization, recapitalization arrangement, joint venture, partnership or other business relationship or arrangement involving the Issuer and an acquirer.; and
- (5) any transaction that has the same effect on the Issuer or any affiliate of the Issuer as set out above.

Term and Termination.

The initial term of the Acquisition Agreement is 12 months from the date of signing and automatically renews for further 12 month periods unless earlier terminated by either party. Either the Issuer or Aqua may terminate the Acquisition Agreement, without cause, by providing the other party with 30 days written notice.

Confidentiality

Aqua is under an obligation to keep certain confidential information disclosed to it by the Issuer confidential during the term of the engagement and for a period of two years after the Acquisition Agreement is terminated.

Miscellaneous

The Acquisition Agreement is governed by the laws of the province of British Columbia and the federal laws of Canada where applicable.

The parties agree that any disputes with respect to any matters in the Acquisition Agreement will be resolved by arbitration pursuant to the International Commercial Arbitration Act (BC).

3. ITEM 3: INTERESTS OF DIRECTORS, PROMOTERS, AND PRINCIPAL HOLDERS

3.1. Compensation and Securities Held (Issuer)

The names, municipalities of residence, offices held, during the past five years, and shareholdings of the directors, officers, promoters, and persons holding directly or indirectly, more than 10% of any class of the voting securities of the Issuer are:

Name and municipality of principal residence	Positions held	Compensation paid by the Issuer (most recently completed financial year and anticipated in current financial year)	Number, type and percentage of securities of the Issuer held after completion of the Minimum Offering	Number, type and percentage of securities of the Issuer held after completion of the Maximum Offering
Tryon Harold Miles Williams (West Vancouver, BC)	Director and CEO	\$10,000 ³⁹ per month	40,357,143 Common Shares ⁴⁰ (61.90%)	40,357,143 Common Shares (55.13%)

³⁹ Tarnie Williams will receive a reduced compensation amounting to approximately \$10,000 per month each based on a maximum raise of \$1,200,000. Compensation to Insiders may be reduced if the Maximum Offering is not raised.



⁴⁰ These shares are held under Farcast Operations Inc., where Tarnie Williams is a shareholder, President and Director.

Benjamin James Sheftel (Vancouver, BC)	CTO	\$8,333.33 ⁴¹ per month	10,000,000 Common Shares ⁴² (15.34%)	10,000,000 Common Shares (13.66%)
Bernard Todd Buchanan (Half Moon Bay, BC)	Vice President, Corporate Development	\$5,000 ⁴³ per month	1,273,811 Common Shares ⁴⁴ (1.95%) and 9,000,000 Options for Common Shares	1,273,811 Common Shares (1.74%) and 9,000,000 Options for Common Shares

3.2. Management Experience—Issuer

The Blueprint Reality management team has a range of experience in the Video Game industry and other technology businesses.

The following is a summary of the qualifications of the directors and executive officers of the Issuer over the past five years:

Name	Principal Occupation and Related Experience
 Tryon Harold Miles Williams (Tarrnie), Chief Executive Officer	<p>Tarrnie has over 25 years of experience as a creative leader who has dedicated his career to building products on the leading edge of interactive technology. His passion for advancing the art of games and interaction has seen him involved in the inception and establishment of multiple award-winning games and franchises, including the original Need for Speed, Medal of Honor, NBA Live, Warhammer 40,000: Dawn of War, Company of Heroes, EA Sports Active 2, and Iron Maiden: Legacy of the Beast. He has led development on almost every platform launch, new device, and business model, and has helped build and operate multiple successful studios and teams. Tarrnie has always held a deep interest in VR, and is enormously excited to again be pushing the boundaries of human experience with Blueprint Reality.</p>
 Benjamin James Sheftel (Ben), Chief Technical Officer	<p>Ben has been creating video games from a young age, and has a rare cross-discipline blend of experience in 3D modelling, game design, and software engineering. Ben has been leading engine, code and tools development from the outset and rapid expansion of both the Mobile and VR markets. His work includes JEOPARDY!, Red Bull Air Race, Bike Unchained, Tiger Woods PGA Tour, and Iron Maiden: Legacy of the Beast, in addition to leading technology development in the User Experience and VR groups at Roadhouse Interactive. Ben's experience with 3D art provides a robust foundation for tool and pipeline development, and his intense passion for the gaming and technology industries has him always seeking newer, more efficient approaches to game development.</p>

⁴¹ Ben Sheftel will each receive a reduced compensation amounting to approximately \$8,333.33 per month based on a maximum raise of \$1,200,000. Compensation to Insiders may be reduced if the Maximum Offering is not raised.

⁴² These shares are held by Ben Sheftel.

⁴³ Todd Buchanan will receive a reduced compensation amounting to approximately \$5,000 per month based on a maximum raise of \$1,200,000. Compensation to Insiders may be reduced if the Maximum Offering is not raised.


⁴⁴ These Shares are held partially in Equifaira Advisors Inc. (1,130,953 common shares), a company where Mr. Buchanan is the Managing Partner/Director and as equity under Todd Buchanan (142,858 common shares). An additional 9,000,000 warrants to purchase common voting shares at an exercise price of \$0.005 have been allocated to Equifaira Advisors Inc. in accordance with a written consulting agreement between the parties of which 3,000,000 have vested.



Bernard Todd Buchanan
(Todd),
Vice President, Corporate
Development, Executive Officer

Todd has a focus on early stage business structure creation to position for hyper growth, strategic planning and execution, team, process and technology foundation building, business relationships management, market analytics and international deal delivery. For the first 25 years of his career, through his own technology and management consulting firms, he primarily worked with Fortune 500, public and private companies on the creation and implementation of business process management methods and technology. From August, 2010 he has focussed on assisting business founders with start-up through proof of concept and hyper growth including companies such as: LYFE Kitchen; Luvo; Freightera Logistics; and RentMoola Payment Solutions. He currently serves on the boards and in advisory roles with a number of companies. Todd's focus at Blueprint Reality, as a member of the leadership team, is investor relations and strategy and execution. Todd is a founder and managing partner of Equifaira Advisors Inc. a business advisory and management consulting company.

In addition to the directors and executive officers listed above, the Issuer has also retained a number of advisors and managers to assist with the management of the business. They are:

Name	Principal Occupation and Related Experience
 <p>Kirsten Allisson Duvall, Vice President, Business Strategy</p>	<p>Kirsten is an accomplished veteran of the interactive entertainment industry who has spent her career helping developers be successful on platforms ranging from console to PC and web to mobile and now AR/VR. She brings over 20 years of experience in Business Development, Partner Relations, Strategy and Sales and Marketing roles and has worked at companies including Unity, Microsoft, Electronic Arts and Activision. In 2014, Kirsten was honored to be named one of Fortune's 10 Powerful Women in Video Games.</p>
 <p>Catherine Marie Scott, Director of Business Strategy</p>	<p>Catherine Scott ("Scotty") is a business-minded lawyer with experience across multiple jurisdictions and subject matters in both the private and public sectors. Scotty has been working in video games, technology and entertainment law for several year, and with her combined Law-MBA degrees, she always approaches each project and deal from both the legal and business perspectives finding the appropriate strategic balance to help drive success. Scotty has proven experience in helping to strategize where the company should focus its efforts, negotiating deals and contracts and ensure compliance. Prior to becoming a lawyer, Scotty played soccer semi-professionally, earning distinctions for her diligent work on the field. She now applies the same intensity and drive to help Blueprint Reality achieve its goals, as Director of Business Strategy.</p>



Asghar Abbas Khan,
Interim Vice President
of Finance

Asghar's career has spanned over 20 years across various industries and countries. He has worked within public and private enterprises, helping drive shareholder value as well as long term growth sustainability. He has held several senior executive roles as Director, CFO and VP in manufacturing, automotive, telecom, food & beverages and professional consulting service firms. Until recently he was the Head of Strategy Development for Asia Pac, PepsiCo Inc. with primary responsibility to develop and lead Strategy for Asia Pacific markets. He was also the Chief Financial Officer, for South East Asia at PepsiCo, Inc. Before that, Khan worked at Rogers Communications Inc., as Director Business Planning and Finance Director for Business Solutions. Asghar has also served on the boards of various MNC's in Asia Pacific. He is a member of the Certified Management Accountants (CIMA) of Australia and holds a bachelor's and master's degrees in Finance from the US. Asghar is currently also serving as the Chief Executive Officer of Equifaira Advisors Inc.

3.3. Penalties, Sanctions and Bankruptcy

There has been no penalty or sanction that has been in effect during the last 10 years, or any cease trade order that has been in effect for a period of more than 30 consecutive days during the past 10 years against:

- a director, executive officer or control person of the Issuer, or
- an issuer of which a person referred to in (i) above was a director, executive officer or control person at the time.

In the Matter of the Receivership of Roadhouse Holdings Ltd., Roadhouse Interactive Limited and Roadhouse Productions Limited (collectively the "Roadhouse Companies"), Vancouver Registry No. S-167840

By Order of the Supreme Court of British Columbia on August 31, 2016, PricewaterhouseCoopers Inc. ("PwC") was appointed receiver and receiver and manager of all of the assets, undertaking and properties of the Roadhouse Companies. At the time of the appointment, Tarnie Williams was the Chief Operating Officer of Roadhouse Interactive Limited.

It is our understanding that there is a court hearing on the matter of the discharge of the receiver of Roadhouse Companies scheduled for November 20th, 2017.

3.4. Loans

There have been loans to the Issuer due from the following directors, management, promoters or principal shareholders:

Farcast Operations Inc. ("Farcast"), a company where Tarnie Williams is a shareholder, president and director, made the loans described below to the Issuer in the form of convertible promissory notes (the "Farcast Notes"). The Issuer has fully repaid the Farcast Notes as at October 25, 2017 and there are currently no loans outstanding or payable by the Issuer.

Farcast Note Date	Farcast Note Amount	Farcast Note Conversion to Common Shares	Farcast Note Conversion Date	Farcast Note Conversion Price per Common Share	Farcast Note Remaining Balance	Farcast Note Paid in Cash	Farcast Note Fully Repaid on
14-Sep-16	\$40,000.00	\$25,000.01	06-Dec-16	\$0.07	\$14,999.99	\$14,999.99	25-Oct-17
11-Oct-16	\$10,000.00	0	NA	NA	\$10,000.00	\$10,000.00	25-Oct-17
02-Nov-16	\$5,000.00	0	NA	NA	\$5,000.00	\$5,000.00	25-Oct-17
21-Nov-16	\$15,000.00	0	NA	NA	\$15,000.00	\$15,000.00	25-Oct-17
06-Dec-16	\$5,000.00	0	NA	NA	\$5,000.00	\$5,000.00	25-Oct-17

Note: Farcast has agreed to forgo the interest on the above loans.

As of the date of this offering, there are no loans payable by the Issuer but the Issuer may, from time to time, seek short term loans from directors, management, promoters or principal shareholders of the Issuer.

4. ITEM 4: CAPITAL STRUCTURE

4.1. Share Capital

Pursuant to the terms of the Articles of Incorporation of the Issuer, the authorized capital of the Issuer consists of One Hundred and Twenty Million (120,000,000) shares, comprised of One Hundred Million (100,000,000) shares of voting Common Stock (the "Voting Common Shares"), and Twenty Million (20,000,000) shares of Preference Stock (the "Preference Shares") all without par value. The designations, powers, preferences, rights, qualifications, limitations or restrictions relating to the Preferred Shares and the Common Shares are as follows:

Preference Shares.

The Preference Shares may be issued from time to time in one or more series. The Board of Directors of the Issuer is authorized, prior to the issuance of any series of Preference Shares, by resolution or resolutions to alter the Articles to determine the maximum number of shares included in such series, determine that there is no such maximum number or alter any determination made, create an identifying name by which the shares of any of those series of shares may be identified or alter any identifying name created for those shares and attach the rights, privileges, restrictions and conditions attaching to the Preference Stock in that series.

Common Shares.

Each share of Common Shares shall have one vote upon all matters to be voted on by the holders of the Common Shares. Subject to any special rights or restrictions attached to the shares of any of the series of Preference Shares:

- (a) the holders of the Common Shares shall, in the absolute discretion of the directors, be entitled to receive and the Issuer shall pay out monies properly applicable to the payment of dividends, at such time and in such amount as the directors may in their discretion from time to time declare in respect of the Common Shares; and
- (b) in the event of the liquidation, dissolution or winding up of the Issuer or other distribution of assets of the Issuer among its shareholders for the purpose of winding up its affairs (whether voluntary or involuntary) or upon a reduction of capital (any of which events are referred to as a "Capital Distribution"), capital, after payment as provided herein has been made to the holders of any series of the Preference Shares, the holders of the Common Shares, shall be entitled to share equally, share for share, in any further distribution of the property or assets of the Issuer

Description of the Security	Number authorized to be issued	Price per Security	Number outstanding as of November 20, 2017	Number outstanding after Maximum Offering
Preference Shares	20,000,000	N/A	nil	nil
Common Shares	100,000,000	Fixed by the Directors	65,200,516	73,200,516
Options to Purchase Common Shares ⁴⁵	NA	Fixed by the Directors	1,520,000	1,520,000
Warrants to Purchase Common Shares ⁴⁶	NA	Fixed by the Directors	10,279,228	13,629,228 ⁴⁷
Restricted Share Units -Grants of Common Shares ⁴⁸	NA	Fixed by the Directors	250,000 ⁴⁹	250,000

4.2. Long Term Debt

There is no long-term debt payable by the Issuer.

4.3. Prior Sales

A total of 65,200,516 Common Shares of the Issuer have been issued for an average price of \$0.013. Options to purchase up to 1,520,000 Common Shares at an average exercise price of \$0.07 have been allocated. Warrants to purchase up to 10,279,228 Common Shares at an average exercise price of \$0.0068 have been allocated.

Date of issuance	Type of security issued	Number of securities issued	Price per security	Total funds received
17-Oct-16	Common Shares	40,000,000	\$0.0000002	\$8.00
18-Oct-16	Common Shares	10,000,000	\$0.0000002	\$2.00
07-Nov-16	Common Shares	2,720,241	\$0.001	\$0.00
06-Dec-16	Common Shares	357,143	\$0.07	\$25,000.01
25-Apr-17	Common Shares	3,497,003	\$0.07	\$244,790.21
20-Jul-17	Common Shares	785,716	\$0.07	\$55,000.12
21-Aug-17	Common Shares	160,716	\$0.07	\$0.00

⁴⁵ Options are allocated to the employees and contractors of the Issuer as a component of the Issuer's compensation and incentives in accordance with contractual agreements. A total of 1,520,000 options have been allocated at an average exercise price of \$0.07 of which 372,000 have vested and none have been exercised as of the date of this Offering Memorandum.

⁴⁶ Warrants for the option to purchase Common Shares are allocated to consultants, brokers and advisors as a component of the Issuer's compensation and incentives in accordance with contractual agreements. A total of 10,279,228 warrants have been allocated at an average exercise price of \$0.0068 of which 4,071,429 have vested and none have been exercised as of the date of this Offering Memorandum.

⁴⁷ Assumes Unit offering of up to 3,350,000 Units offered with a subscription price of CAD \$0.15 per Unit, with each "Unit" comprised of one Common Share and one non-transferable common share purchase warrant are all sold under this Offering.

⁴⁸ Restricted share units are Common Shares granted on a schedule and with other restrictions and limitations to key employees and contractors as a component of the Issuer's compensation and incentives in accordance with contractual agreements.

⁴⁹ The restricted share units grants of common shares of 250,000 were granted to key employees and contractors and are included in the Common Shares total of 65,200,516 as of November 20, 2017.

31-Aug-17	<i>Common Shares</i>	1,711,430	\$0.07	\$119,800.10
27-Sep-17	<i>Common Shares</i>	4,622,584	\$0.07	\$323,580.88
23-Oct-17	<i>Common Shares</i>	50,000	\$0.07	\$0.00
31-Oct-17	<i>Common Shares</i>	1,456,399	\$0.07	\$101,947.93
Total	<i>Common Shares</i>	65,200,516	\$0.013	\$870,129.25
23-Oct-17	<i>Options to purchase Common Shares</i>	1,520,000	\$0.07	nil
Total	<i>Options to purchase Common Shares</i>	1,520,000	\$0.07	nil⁵⁰
1-Nov-2017	<i>Warrant to purchase Common Shares</i>	9,000,000	\$0.005	nil
24-Jul-2017	<i>Warrant to purchase Common Shares</i>	500,000	\$0.01	nil
5-Jul-2017	<i>Warrant to purchase Common Shares</i>	571,429	\$0.01	nil
23-Oct-2017	<i>Warrant to purchase Common Shares</i>	207,799	\$0.07	nil
Total	<i>Warrant to purchase Common Shares</i>	10,279,228	\$0.0068	nil⁵¹

5. ITEM 5: SECURITIES OFFERED

In the first tranche, a Unit comprised of one Common Share and one common share purchase warrant exercisable at \$0.15 per share, with the warrants expiring on May 31, 2018.

In the second tranche, Common Shares. The second tranche of the offering is only for Common Shares with no conversion or exercise price, or date of expiry.

The Common Shares to be issued in the first tranche (as part of the Units) and the second tranche are of the same class of common shares. Each such Common Share entitles its holder to one vote at meetings of common shareholders of the Company and at any other meeting that such holders may be entitled to vote. For additional information about the Common Shares, please refer to item 4.1 above.

The warrants to be issued as part of the Units do not entitle their holders to any voting rights. A shareholder of Common Shares holding such warrants has only voting rights with respect to the Common Shares such shareholder holds.

All Common Shares, whether acquired as part of the Unit offering (in the first tranche) or the Common Share offering (in the second tranche) are subject to the Shareholders' Agreement (*see item 5.1 Terms of Securities for more details*).

5.1. Terms of Securities

The material terms of the securities are provided for in the Shareholders' Agreement attached as Appendix I to this Agreement. The following is a summary of the Shareholders' Agreement.

Shareholder Agreement

The Shareholders' Agreement dated October 31, 2016, governs the rights and obligations of the shareholders of common shares (the "Shareholder") in the Issuer. The following is a summary of the

⁵⁰ Total Options allocated and available for vesting at an exercise price of \$0.07 per Common Share of which 372,000 have been vested and none have been exercised as at the date of this Offering Memorandum and in accordance with contractual agreements.

⁵¹ Total Warrants allocated and available for vesting at an average exercise price of \$0.0068 per Common Voting Share of which 4,071,429 have been vested and none have been exercised as at the date of this Offering Memorandum and in accordance with contractual agreements for ongoing advisory and management consulting services.

Shareholders' Agreement only and is subject to the complete terms and conditions of the Shareholders' Agreement, a copy of which is attached as Appendix I.

General Corporate Matters

Directors. Each Shareholder is required to take such action as may be necessary to cause the Board to consist of a minimum of two (2) directors and a maximum of five (5) directors. Further, the Shareholders will nominate and elect Tarrnie Williams or his nominee as a director to the Board until the earlier date on which Tarrnie Williams no longer holds any Shares and will nominate and elect Ben Sheftel or his nominee as director to the Board until the earlier date on which Ben Sheftel no longer holds any Shares or, in both cases, this Agreement is terminated. In the event that a third, fourth or fifth director is nominated, that nominee shall be acceptable to both Tarrnie Williams and Ben Sheftel.

Information Rights. The Issuer will prepare and deliver to each Shareholder within a reasonable time after the end of each financial year, unaudited financial statements of the Issuer, including consolidated balance sheets of the Issuer, if any, as at the end of such financial year, and consolidated statements of income, retained earnings and changes in cash flow of the Issuer, if any, for such year, setting forth in each case in comparative form the corresponding figures for the previous financial year, all prepared in accordance with generally accepted accounting principles in Canada.

Matters requiring Board Approval.

The Issuer's management team must seek Board approval for the following matters:

- (a) altering, changing or amending the Articles or Notice of Articles of the Issuer;
- (b) any single or series of related expenditures in excess of \$25,000 (Twenty five thousand dollars) where such expenditures are not set out in an operating expenditure budget of the Issuer;
- (c) the hiring of any employee or the engagement of any contractor at the vice-president level (or equivalent) or higher or whose compensation exceeds \$150,000 (One hundred and fifty thousand dollars) per annum;
- (d) carrying on any business other than the existing business or change in any material aspect of the business of the Issuer;
- (e) incorporating, creating, or acquiring any entity that would be an affiliate or a Subsidiary;
- (f) purchasing for cancellation, redeeming or acquiring any securities, securities convertible or exchangeable into or exercisable for any securities of the Issuer or make a declaration or payment of dividends or distribute any surplus on earnings on any Shares of the Issuer, unless:
 - (i) required under the rights, privileges, restrictions and conditions attached to Shares as at the date of the Shareholders' Agreement;
 - (ii) pursuant to a pre-existing agreement providing for the repurchase of any equity securities upon termination of services, including, without limitation; or
 - (iii) authorized pursuant to the terms of the Stock Option Plan approved by the Board;
- (g) the sale, lease, exchange, mortgage or other disposition by the Issuer of any copyrights, patents, trade-marks, trade secrets, processes, licences, distribution rights or other industrial or intellectual property right outside of the ordinary course of the Issuer's business;

- (h) any acquisition of or agreement by the Issuer to acquire any capital asset, any lease or agreement to lease of real or personal property or any acquisition or agreement to acquire property by way of conditional sale agreement or purchase money security interest, (i) having a value in excess, in aggregate, of 10% of the operating budget in any fiscal year and which is not provided for in the capital budget, or (ii) which do not relate directly to the Issuer's business;
- (i) any change in salaries, bonuses, fees, benefits or any other payments to key management at the highest level of the Issuer's compensation structure in excess of 25% per annum;
- (j) the establishment or amendment of any Stock Option Plan involving directly or indirectly the issuance or the commitment to issue shares in the capital of the Issuer to Directors, officers, consultants or employees whether directly or by the exercise of an option, warrant or right or by the conversion of some other security;
- (k) any contract, agreement or other transaction with, or any obligation or liability to, any Shareholder or any person not at arm's length with such Shareholder which directly or indirectly provides to such Shareholder or person any benefit or advantage greater than fair market value;
- (l) the incurrence (whether absolutely or contingently) of indebtedness (whether directly or by financing lease or other indirect financing arrangements) in respect of any transaction or series of transactions, other than as contemplated by an approved and current capital and operating budget for the Issuer;
- (m) the lending of money by the Issuer or the incurrence of any guarantee or indemnity obligations thereby;
- (n) borrowing by the Issuer in excess of \$25,000 (Twenty-five thousand dollars) or grant security over any of assets of the Issuer or incur debt in excess of \$25,000 (Twenty-five thousand dollars);
- (o) amalgamation, consolidation, merger or entering into an agreement to amalgamate, consolidate or merge the Issuer or its subsidiaries with any person which has the effect, directly or indirectly, of transferring control of the Issuer or the Issuer's assets to another person; or
- (p) entering into a non-arm's-length transaction.

Transfer Restrictions

Restriction on Change of Control of Corporate Shareholders. No corporate Shareholder may enter into any transaction or series of transactions that results in a change of control of such corporate Shareholder, without the prior written consent of the Board which may be withheld in its sole discretion.

Pro-Rata Pre-emptive Rights. The Shareholders' Agreement includes a pro-rata right of first refusal that generally provides that any new issuance of capital stock and any securities convertible into capital stock, must be offered to each current Shareholder of the Issuer on a pro rata basis. The Issuer must provide each Shareholder written notice stating the terms of the issuance. The Shareholder then has 7 days to accept the notice in order to purchase the Shareholders' pro rata share. In the event that not all of the Shareholders exercise their pre-emptive rights, the Issuer shall have the right to then immediately sell the unissued securities.

The Issuer may issue new capital stock or offer securities without first providing the pro-rata right of first refusal in a number of circumstances as set out in the Shareholders' Agreement including the issuance of Shares or rights to purchase Shares in connection with strategic collaborations, development agreement or licensing transactions as approved by the Board, pursuant to an

employee stock option plan or in the event of an acquisition, duly approved subdivision, amalgamation, plan of arrangement, reorganization of the Issuer or dividend payable in securities or in connection with commercial credit arrangements, equipment financings or similar transactions approved by the Board of Directors.

Rights of First Refusal. Except for a permitted transfer, a Shareholder who receives a bona fide offer from a third party to purchase Shares that it wishes to accept must provide notice to the Issuer and each Shareholder stating the identity of the third party, the terms of the offer, and the selling Shareholder's irrevocable offer to sell to the Issuer and the other Shareholders all of the shares of Stock in the third party offer, on the same terms and conditions as set forth in such offer. For fourteen (14) days after the receipt of the notice (the "Initial Period"), the Issuer shall have the right to purchase any or all of the offered Shares.

Any Shares not purchased by the Issuer may be purchased by the other Shareholders within 7 days of the Initial Period (the "Subsequent Period"). If more than one Shareholder elects to purchase such offered Shares, then each electing Shareholder shall purchase the number of offered Shares on a pro rata basis.

To the extent that there are any Shares available after the Initial Period and the Subsequent Period, then the selling Shareholder may sell the remaining Shares as long as the transfer of those remaining Shares are at the same price and terms as the original offer and on the condition that all the remaining Common Shares are transferred to the third party purchaser within 90 days of the expiration of the Subsequent Period.

Drag-Along Rights. If the holders of more than sixty percent (60%) of the outstanding Shares (the "Selling Shareholders") have agreed to transfer to a third party offeror pursuant to a bona fide offer (the "Drag Along Offer") for all of the Shares of the Issuers held by the Selling Shareholders, and if the third party offeror offers to each of the other Shareholders (the "Other Shareholders") to purchase the remaining Shares (the "Specified Shares") on equivalent terms and conditions as those agreed to by the Selling Shareholders then the Selling Shareholders will have the right to require the Other Shareholders to sell all of their Specified Shares to the third party offeror in accordance with the terms and conditions of the Drag Along Offer.

Co-Sale Rights. If a Shareholder is permitted to transfer his or her Shares (the "Seller") to a bona fide third party purchaser (the "Purchaser") and the transfer results in the Purchaser obtaining control of the Issuer by being able to cast the majority of the votes, on a fully diluted basis, at a general meeting or being able to elect or appoint the majority of the directors (the "Intended Sale") then each Shareholder shall have the right to request that their Shares are also purchased by the Purchaser on the same terms and conditions as the Intended Sale, failing which, the Intended Sale shall not complete. Each Shareholder shall have 7 days from obtaining notice of the Intended Sale to exercise his or her right.

Permitted Transferees. Shares may not be sold or transferred except where the Shares are transferred to a permitted transferee, which includes: (i) a family trust, spouse, child or a registered retirement savings plan or tax-free saving plan or any similar plan of the Shareholder; (ii) a corporation in which a Shareholder has the majority voting power; (iii) any other person approved by the Board.

Further restrictions on Transfer. No Shareholder shall transfer all or any part of Shares to any person, whether a Shareholder or not, who is not a party to or has not agreed to be bound by the Shareholders' Agreement.

Endorsement on Share Certificates. All share certificates issued by the Issuer (including existing certificates) shall have typed or otherwise written thereon that the shares represented by the certificate contain restrictions on the right of the holder to sell, exchange, transfer, assign, gift, pledge, encumber, hypothecate or otherwise alienate the shares. Specifically, the following legend will be placed on each share certificate:

"The securities represented by this certificate are subject to the provisions of a Shareholders' Agreement dated for reference October 31, 2016, as amended, restated or replaced from time to time, and such securities are not transferable on the books of the Company except in accordance and compliance with the terms and conditions of such Agreement."

Waiver of Rights

Any Shareholder may waive the rights provided for in the Shareholders' Agreement in Articles 4 and 5, including the right of first refusal, drag along rights and the pro-rata pre-emptive rights, by notice in writing to the Issuer. Additionally, in the event that Shareholders holding not less than 65% of the issued Shares in the aggregate held by all Shareholders who are subject to this Shareholders' Agreement elect to waive their rights then such waiver shall be binding upon all of the Shareholders.

Founder's Subordination

If prior to an IPO, the Issuer sells more than 50% of its Shares or substantially all of its assets (the "Sale") where:

- (a) The founders as defined in the Shareholders' Agreement hold at least 50% of the issued Shares in the aggregate at the time of the Sale;
- (b) The Shareholders holding at least 50% of the issued Shares, excluding the Shares held by the founders, in the aggregate vote against the Sale;
- (c) The proceeds from such Sale that are payable to each Shareholder for his or her Share is one-dollar (\$1.00) or less per Share (the "Sale Price"); and
- (d) The price that the Shareholder paid for his or her Share is greater than the Sale Price (the Minimum Purchase Price"),

Then the difference between the Sale Price and the lesser of the Minimum Purchase Price and one dollar (\$1.00) shall be the shareholder deficit (the "Shareholder Deficit").

In the event that there is a Shareholder Deficit, each of the founders shall forfeit and subordinate to such Shareholder, such portion of their proceeds that is in excess of the founders respective aggregate original purchase price to the extent of such Shareholder Deficit.

Termination of Agreement

The Shareholders' Agreement shall be terminated upon the Issuer suffering an insolvency event, upon the consummation of a drag along transaction, upon an IPO or upon the written consent of the Board of Directors and Shareholders holding not less than sixty percent (60%) of the Shares.

General

Amendment and Modification. The terms of the Shareholders' Agreement may be amended, modified or supplemented with the written consent of the Issuer and the Shareholders that hold not less than sixty percent (60%) of the Shares.

Governing Law. The Shareholders' Agreement is governed by the laws of the Province of British Columbia and the laws of Canada where applicable.

5.2. Subscription Procedure

How to subscribe and Method of Payment.

You may subscribe for Units and or Shares for the first or second tranche respectively by returning to the Issuer the following:

- a completed Subscription Agreement in the form accompanying this Offering Memorandum, duly executed and witnessed;
- a completed copy of a Risk Acknowledgement Form (Form 45-106F4), duly executed – you should keep a signed copy of this form;
- completed copies of Schedule 1 “Classification of Investors Under the Offering Memorandum Exemption” and Schedule 2 “Investment Limits for Investors Under the Offering Memorandum Exemption” (if applicable);
- a completed copy of the Shareholder’s Agreement, duly executed; and
- a certified cheque or bank draft or wire transfer made payable to the Issuer in the amount of the Subscription Price in CAD.

The Subscription Agreement, Risk Acknowledgement Form and any related Schedules, Shareholders’ Agreement and Subscription Price will be retained in the possession of the Issuer until closing. The Company has the discretion to fully or partially accept or reject any subscription for the Units and/or the Common Shares by the applicable Date of Closing. In case of rejection of any subscription, the part of the Subscription Price not accepted by the Company for closing will be refunded to the prospective purchaser. On the Date of Closing, the Subscription Agreement and the Subscription Price may be accepted (fully or partially) by the Issuer, and if accepted, the Risk Acknowledgement Form and its Schedules will be retained by the Issuer for eight years in compliance with National Instrument 45-106.

By signing the Subscription Agreement, the prospective purchaser authorizes the Issuer to perform certain functions, as described in this Offering Memorandum. A Subscriber will only be accepted as a Shareholder if on or before the Date of Closing the Issuer is in receipt of the Subscription Documents in accordance with the Subscription Agreement, including the Subscription Price.

You may not subscribe for fractional Units or fractional Shares and no fractional Units or fractional Common Shares will be issued by the Company.

Consideration to be held in trust

We will hold your subscription funds in trust until midnight on the second business day after the day on which we received your signed Subscription Agreement.

Right of Issuer to refuse Subscriptions

The Issuer reserves the right to accept or reject any Subscription Agreement in whole or in part and close the Offering at any time, without notice. If the Issuer rejects any Subscription Agreement, the Issuer will return the Subscription Price to the Subscriber, without deduction or interest.

Conditions to closing

The Issuer reserves the right to accept or reject subscriptions in whole or in part at our discretion and to close the Offering at any time without notice. Any subscription funds for subscriptions that we do not accept will be returned promptly after we have determined not to accept the funds.

We expect to have multiple closings of the Offering on several dates on or before January 31, 2018. We may end the Offering on an earlier or later date as we may determine.

Share certificates (and warrant certificates with respect to the Unit offering) will be issued to investors at or before the final closing date (as applicable for the first and second tranche) as the Issuer may, in its sole discretion, determine.

6. ITEM 6: CANADIAN INCOME TAX CONSEQUENCES AND RRSP ELIGIBILITY

6.1. Professional Advisor

You should consult your own professional advisors to obtain advice on the tax consequences that apply to you.

6.2. RRSP Eligibility

Not all securities are eligible for investment in a registered retirement savings plan (RRSP).

You should consult your own professional advisers to obtain advice on the RRSP eligibility of these securities.

You should consult your own professional advisors to obtain advice on the income tax consequences that apply to you.

6.3. Tax Credit Pursuant to SBVC Act

The Corporation will apply on behalf of each Subscriber who is an individual resident in British Columbia at the date they subscribe for the Common Shares and as at December 31 of the particular tax year or on behalf of a corporation with a permanent establishment in British Columbia for a tax credit certificate entitling the Subscriber to a tax credit equal to 30% of the amount received by the Corporation from the Subscriber for the purchase of the Common Shares. Tax credit certificates may only be issued if the Corporation complies with the requirements and intent of the SBVC Act. The Corporation intends to do so. A Subscriber who is an individual investor must deduct the lesser of his or her tax credit or \$60,000 against tax otherwise payable under the B.C. Tax Act for that taxation year. To the extent that the tax credit of the individual exceeds the amount of provincial taxes payable the individual will be entitled to a refund of the difference between the lesser of \$60,000 or his or her tax credit and the tax otherwise payable, after deducting certain other credits available under the B.C. Tax Act. In administering the refund process, the refund must first apply to offset other amounts payable, including arrears under both the Tax Act and the B.C. Tax Act. An individual shareholder may claim a tax credit in respect of the prior taxation year if the Common Shares of an EBC are purchased within the first 60 days of the next ensuing taxation year. If an individual Purchaser resides in British Columbia at the date of the subscription for Common Shares but resides outside the province at the end of the year, this may affect the individual's ability to claim the tax credit. Individual Shareholders who plan to move outside of British Columbia before year-end are urged to consult with their professional advisors about their eligibility to claim the tax credit. A Purchaser that is a corporation must deduct the tax credit earned in the taxation year from tax otherwise payable by the corporation under the B.C. Tax Act; there is no annual limit on the tax credit for corporations. A corporation is not entitled to a refund in respect of a taxation year if the amount of the tax credit exceeds the amount of its tax otherwise payable under the B.C. Tax Act for the taxation year.

A tax credit not so utilized by a corporation may be carried forward for up to four subsequent taxation years and may be utilized to the extent that there is tax otherwise payable under the B.C. Tax Act in such taxation years. In order for a Subscriber to retain the tax credit, the Subscriber must hold the Common Shares for a period of five years from the date of issuance. If the Subscriber sells, transfers, redeems or otherwise disposes of the Common Shares prior to the expiry of five years, the Subscriber will be liable to repay the tax credit. The certificates representing the Common Shares will

be issued with a legend prohibiting the sale or transfer of the Common Shares for a period of five years.

Equity Capital Authorization

Before an EBC such as the Corporation can raise equity capital and issue shares it must have an authorization from the Equity Capital Program to do so. All authorizations granted to EBCs are specific both with respect to the maximum amount of capital the EBC can raise and with respect to the length of time in which this raising of funds can occur. The Corporation has been granted an authorization allowing it to raise capital of up to \$1,000,000 on or before March 1, 2018. The Administrator of the SBVC Act can extend the authorization period and establish a new expiration date.

As there is no assurance that such an extension would always be granted, Subscribers should verify that they are purchasing their shares in an EBC within a duly authorized period of time. Furthermore, the total amount of venture capital tax credits that may be issued each year to Subscribers is limited by Section 29.1 of the SBVC Act and Section 21 of the SBVC Regulations. When the venture capital tax credit budget is reached, the Corporation's equity authorization will be suspended, and further investments in Common Shares will not qualify for tax credits under the SBVC Act. No tax credits will be issued to Subscribers who purchase shares in an EBC that does not have a valid authorization to raise equity capital or where the authorization has expired or is suspended prior to the Subscriber's purchase of the Common Shares.

Applying for Tax Credits

The EBC is required to report investments received from its Subscribers to the Investment Capital Branch using the Electronic Tax Credit Application (eTCA) system in order for an EBC's Subscribers to be eligible to receive tax credits.

EBCs must ensure that Subscribers complete and sign a Share Purchase Report at the time they purchase shares, and that these reports be retained on file for a period of seven years for audit purposes.

The Investment Capital Branch performs extra due diligence when an individual Subscriber or corporate investor invests \$200,000 or more in the EBC. Before Tax Credit Certificates are issued the EBC must submit to the Investment Capital Branch a copy of the Subscriber's Share Purchase Report, EBC's bank statement showing the funds deposited in its bank account, and a copy of the Central Securities Register showing the shares issued to the Subscriber.

Tax credit certificates will be available on the eTCA system in PDF file format by the end of March of the year following when the investment was made. The EBC will receive an email indicating when the tax credit certificates are available for download from the eTCA system.

The EBC is responsible for distributing the tax credit certificates to its Subscribers.

Claiming the Tax Credits

A Shareholder attaches the tax credit certificate to his/her income tax return filed with Canada Revenue Agency for the taxation year stated on the certificate. A maximum annual tax credit claim differs for corporate Shareholders and individual Shareholders. However, both may carry forward an unclaimed tax credit amount for four subsequent taxation years.

Tax Credit Liability

If the EBC or its Subscribers engage in an ineligible transaction, or is in non-compliance with the SBVC Act, the Subscribers may be required to repay the tax credits. Under section 28.95 (1) of the SBVC Act, the EBC and its Subscribers must comply with the following:

- no tax credit has been previously allowed or paid for the Common Shares;
- the Common Shares, for which the EBC applies for tax credits, are not a type of security that entitles its holders to claim a tax credit against tax payable under the Income Tax Act (Canada) for the purchase of the security; and
- the eligible investor Shareholders acquire the Common Shares directly from the EBC.

A tax credit certificate issued under the Venture Capital Programs may be revoked by the Administrator of the SBVC Act if the Administrator determines that, at the time the tax credit certificate was issued, or at a subsequent time, the EBC was in contravention of the Act or the Regulation. A tax credit certificate that is revoked by the Administrator is deemed never to have been issued. Since the consequences of non-compliance can be serious, program users are urged to consult with your legal and financial advisors.

7. ITEM 7: COMPENSATION PAID TO SELLERS AND FINDERS

The Issuer has and may enter into agency agreements to market the Units and the Shares under the terms of this Offering Memorandum. The agency agreements shall provide for a sales commission not to exceed in the aggregate \$120,000 (assuming the Maximum Offering).

Brokers' warrants, agents' options or warrants or other securities may be issued as payment of compensation under agency agreements as negotiated by the Issuer and may include warrants of up to 5% of gross proceeds from the sale of the Units and the Shares resulting directly from the agent's efforts converted to Units or Shares at the price that the Unit or Shares are then currently being offered at an exercise price that the Issuer determines is fair and reasonable under the circumstances. Given that there is no minimum amount for the Minimum Offering, the number of such warrants, options or other securities may vary depending on the actual Minimum Offering after completion of the same.

There is no other compensation in the form of securities paid to any seller or finder of the Units or the Common Shares offered under this Offering Memorandum.

8. ITEM 8: RISK FACTORS

8.1. Investment Risks

The purchase of Units or the Common Shares involves a high degree of risk. The following is a summary of only the material risk factors that may face the Issuer. However, additional risks that the Issuer does not currently know about or that it currently believes to be immaterial may also impair our business operations. If any of the following risks actually occurs, our business, results of operations and financial condition could be materially adversely affected. In addition to the factors set forth elsewhere in this Offering Memorandum, prospective purchasers should consider the following:

Our Securities are Speculative

The purchase of Units or the Common Shares is highly speculative. You should buy them only if you are able to bear the risk of the entire loss of your investment and have no need for immediate liquidity in your investment. An investment in the Units or the Common Shares should not constitute a major portion of your portfolio. You should consult your own independent advisors as to the tax, business and legal considerations regarding an investment in our securities. Because there is no market for our

securities you may not be able to sell your securities. The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell your securities and recover any part of your investment. In addition to restrictions on securities provided for under securities laws, the Units or the Shares are subject to additional restrictions on resale as set out in the Shareholders' Agreement.

Value of Securities of the Company

We determined the price of the Unit and the Common Shares arbitrarily. The price bears no relationship to earnings, book value or other valuation criteria.

No Minimum Subscription

The Offering is subject to no minimum subscription level and, therefore, any funds received from an investor will be made available to the Issuer subject only to the purchaser's rights described in Item 14 and need not be refunded to the investor. On several dates prior to and upon completion of the Offering, all of the subscription funds will be advanced to the Issuer. In the event that the Issuer does not raise or invest the Maximum Offering, there may be insufficient funds to achieve all of the Issuer's objectives.

The Issuer has a limited Operating History

The Issuer is in the development stage and has no history of sales or earnings. There is no assurance that Issuer will be able to achieve and then maintain sales or earnings.

Marketability of the Shares and Exit Strategy

There is currently no formal market for the Units or the warrants included in the Units or the Common Shares, nor is it expected that one will develop. The Units and the Common Shares will be sold pursuant to exemptions from applicable securities laws and any disposition of the Units or the warrants included in the Units or the Common Shares will require compliance with such laws, including resale restrictions. Consequently, it is possible that Unit holders or the Shareholders of the Common Shares may not be able to liquidate their investment and that the Units as a whole, the warrants included in the Units, and/or the Shares may not be readily acceptable as collateral for loans.

The Units, the warrants forming part of the Units, and the Common Shares are not currently listed on any stock exchange, market, or quotation system, and the Issuer has no plans in place to list any of Units, the warrants, or the Common Shares on any of the foregoing.

Tax Matters

The return on a Shareholder's investment in his/her Units and or Common Shares is subject to changes in Canadian Federal and Provincial tax laws, as well as any other tax laws applicable to the Shareholder. There can be no assurance that the tax laws will not be changed in a manner which will fundamentally alter the tax consequences to investors of holding or disposing of Common Shares and or Units. No advance income tax ruling has been applied for or received with respect to the income tax consequences set out in this Offering Memorandum.

No Representation

The Issuer has not retained any independent professionals to review or comment on this Offering or otherwise protect the interests of the Subscribers. Although the Issuer has retained its own counsel, neither such firm nor any other firm has made, on behalf of the Purchaser, any independent examination of any factual matters represented by management herein, and purchasers of the Units and or the Shares offered hereby should not rely on the firm so retained with respect to any matters hereindescribed.

8.2. Issuer Risks

Dilution

Purchasers in this Offering will incur immediate and substantial dilution in the net tangible book value of their investment as a result of this Offering.

The Subscription Price will be substantially higher than the net tangible book value per Unit and or per Common Share immediately after this Offering. If you purchase Units and or Common Shares in this Offering, you will incur immediate and substantial dilution of \$0.15 per Common Share, representing the difference between the Subscription Price of \$0.15 per Unit or Common Share and our pro forma net tangible book value per Common Share as of the date of this Offering. Moreover, we issued options and warrants in the past to acquire Common Shares at prices significantly below the Subscription Price.

As of the date of this Offering, there were a total of 65,200,516 Common Shares of the Issuer have been issued for an average price of \$0.013. Options to purchase up to 1,520,000 Common Shares at an average exercise price of \$0.07 have been allocated. Warrants to purchase up to 10,279,228 Common Shares at an average exercise price of \$0.0068 have been allocated.

Operations

The Issuer is in the development phase of its operations. An investor must assess the impact of the lack of any business history of the Issuer. Investors in the Issuer will be required to rely upon the Issuer in its ability to develop the product, the selection of the geographical territories to be developed, the management and operation of the Issuer's proposed marketing to key partners, strategic alliances and end Users and the general administration of its business.

The Issuer will rely to a significant extent on the expertise of its officers, employees and consultants. In addition, the overall performance of the business of the Issuer will be dependent upon the success of the sale of its Units or its Common Shares, since the Issuer will require a significant percentage of the Maximum Offering to commence all of its projects.

The Issuer is not producing income and the Issuer may not be able to fully execute its business plan, for any number of reasons, including (without limitation) lack of sufficient funding, lack of sufficient market acceptance, inability to develop or obtain contracts or relationships with key partners, strategic alliances or end Users, execution risk, competition and all of the difficulties and challenges associated with being a new business.

The Issuer expects to continue to incur net losses because the Issuer is expending substantial resources on:

- (i) product development;
- (ii) intellectual property portfolio development;
- (iii) brand development;
- (iv) general and administration; and
- (v) sales and marketing.

The Issuer cannot be certain that its business strategy or model will be successful or that revenues or profitability will ever be achieved. Even if profitability can be achieved, the Issuer cannot be certain that it can be consistently sustained or increased in the future.

Change in Technology

Ensuring that the Client and User experience and functionality is continuously improved and kept up to date with the fast pace of change in the technology industry is an ongoing challenge for the Issuer. The pace of change of technology and the requirement for the Issuer to continuously improve the system is an ongoing risk and the Issuer cannot assure that it will be able to keep up with the pace of change.

Competition

The Issuer operates in a competitive industry and there are other competitors that may be further along in its development stage and more established than the Issuer and who may have access to more resources than the Issuer.

If the Issuer is unable to compete it could have a material adverse effect on the Issuer's business. The Issuer cannot be certain that it will successfully compete with its competitors that may have greater financial, sales and technical resources. As a result, the Issuer may need to increase its marketing, advertising and promotional spending to secure market share, which may adversely impact its revenues and ultimately its profitability.

Nature of the Underlying Businesses

The Issuer is establishing a new business within a competitive industry. Its success will be dependent upon its ability to develop and market its product profitably in the domestic and international marketplaces. Also important will be the Issuer's ability to source and maintain adequate debt financing and/or government assistance to meet the cash flow requirements of its operations.

Business Risks and Barriers to Entry

The Issuer cannot be certain that its business strategy or model will not be subject to current or future competition offering a similar product and service or that other competitors may gain a first mover advantage over the Issuer.

The Issuer cannot assure that there will be sufficient industry demand for the Issuer's services from its Clients and Users in each market that we choose to enter. Should there not be sufficient demand from Clients and Users, the Issuer may experience a barrier to entering the market, a delay in entering the market and/or an inability to enter the market and/or sustain and/or grow the business of the Issuer in the market.

The Issuer cannot assure that it will be able to attract consumers to the Blueprint Reality Community and/or to convert them to Users and/or generate sufficient demand for the services of the Issuer. Should there not be sufficient consumer or industry demand for the Issuer's products, the Issuer may experience a barrier to entering the market, a delay in entering the market and/or an inability to enter the market and/or sustain and/or grow the business of the Issuer in the market.

The Issuer cannot assure that it will be able to ensure that the Blueprint Reality Platform will continue to comply with laws, industry standards, rules or regulations for the jurisdictions in which we operate which is an ongoing challenge both for existing markets and when entering new markets and could be a barrier to such markets.

The Issuer cannot assure that it will be able to build the Blueprint Reality Community or it may take longer than anticipated to grow the Blueprint Reality Community.

The Issuer cannot assure that it will be able to ensure that the products it creates will be of value to industry Users and potential Clients.

The Issuer cannot assure that it will be able to overcome resistance of Clients or Users to adopting new technology, changing their business practices and incurring costs of implementing and utilizing Immersive technology or Mixed Reality.

Proprietary Rights and Licences.

The Issuer intends to use proprietary and/or licensed technology in its operations. There exists the possibility that certain patent applications will be rejected or that certain patents will not be sufficiently broad to protect key aspects of the Issuer's or its licensor's technology. If this occurs, the Issuer will still

continue with its business plan as contemplated but competitors would likely be able to duplicate the Issuer's products and patent laws would not provide effective legal or injunctive remedies to prevent infringement. Patents are also frequently challenged, invalidated, or circumvented by competitors; litigation of patent or infringement claims may result in substantial cost and diversion of resources.

Additional Financing

The Issuer intends to use the net proceeds of this Offering for the purposes of continuing the Issuer's product development, hiring of new personnel, research and development, intellectual portfolio development, branding, marketing, promotions and sales and other activities necessary to operate the business. The Issuer will require additional funds to develop and grow its business. The Issuer cannot accurately predict the timing and amount of such capital requirements. The Issuer's future capital requirements will depend on numerous factors, including:

- the success in securing additional contracts with key partners and strategic alliances;
- the Issuer's ability to implement its marketing and sales strategy;
- the rate of market acceptance of the Issuer's product;
- the Issuer's ability to maintain and expand its User and Client base; and
- the Issuer's ability to secure and develop new markets.

The Issuer presently has no commitments for additional financing and it cannot give any assurance that any commitments can be obtained on favourable terms or at all.

The Issuer may have to sell a substantial number of its securities in order to obtain additional equity financing. Any additional equity financing, which may include the offering of preferred stock that the Issuer undertakes may dilute the Issuer's Shareholders.

In addition, debt financing, if available, may involve restrictive covenants with respect to distributions, raising future capital and other financial and operational matters, and may otherwise limit the Issuer's ability to raise additional equity capital.

Key Employees and Strategic Alliances

The Issuer's success will depend on its ability to attract, retain, train and motivate highly skilled employees, particularly research and development and sales and marketing professionals. The Issuer may not be able to attract the personnel it needs to execute its business plan.

Further, the Issuer will need to continue to engage and expand on its relationships with advertisers, brands, content creators/owners, networks, and publishers, and other potential partners. The Issuer also engages or will engage certain third parties for advice on technology, market trends and research, legal, human resources, intellectual property and public relations and other areas where specialized expertise may be required and its success will depend on its ability to make such strategic alliances. The Issuer will depend substantially on the services of its executive team, management team, development team, sales and marketing team and its strategic alliances. The Issuer's business may be harmed if it loses the services of any one of its key employees, strategic alliances or key partners and is unable to attract and retain qualified replacements.

Interests of Principals and Others in Material Contracts and Conflicts of Interest

The majority of the agreements and arrangements between the Issuer and its officers and directors, including management services contracts, have not been the result of arm's length negotiations but are believed to be reasonable in relation to the services performed. The Issuer will be relying on its respective officers and directors to advise with respect to the development of its business. Certain of these officers and directors of the Issuer are now or may become in the future officers and/or directors of other entities or act as principals, officers or directors of other businesses. They may have conflicts of interest in allocating management time, services and functions among the Issuer and any other present or future businesses which they may organize, or provide management services to, as well as other business ventures in which they are or may become involved.

Management of Growth

The Issuer anticipates rapid growth and plans to capitalize on this growth. The Issuer's future operating results will depend on management's ability to manage this anticipated growth, hire and retain qualified employees and strategic partners, properly generate revenues and control expenses. A decline in the growth rate of revenues without a corresponding reduction in expense growth could have a material adverse effect on the Issuer's business, results of operations, cash flows and financial condition.

Cash Flow Deficiencies

The successful operation of the Issuer will be dependent on management's ability to attain and maintain sales revenue sufficient to meet expenditures. There is no assurance that the operations of the Issuer will provide any cash flow available for distribution to the Issuer.

Management by Others

All decisions with respect to the management of the Issuer will be made exclusively by the Board of Directors, subject only to limited protective provisions and voting rights in favour of subscribers required by law. Subscribers will have to rely on the judgment of the Board of Directors in the operation of the Issuer and errors in the Board of Directors' business judgment could have a material adverse effect on the Issuer and its results from operations. The Board of Directors and officers of the Issuer will have no liability for any obligation of the Issuer. The Issuer will be required to indemnify the Board of Directors, the officers, and their respective affiliates for liabilities incurred in connection with the affairs of the Issuer. Such liabilities may be material and have an adverse effect on the returns to the subscribers. The indemnification obligation of the Issuer will be payable from the assets of the Issuer, including funds contributed by the subscribers. Applicable corporate and securities laws may impose liabilities under certain circumstances on persons who do not act in good faith, and nothing herein will waive or limit any rights that a subscriber may have against the Board of Directors under those laws. In addition, to the extent permitted by applicable law, the Issuer is permitted to advance funds for legal expenses and other costs incurred as a result of a legal action against persons entitled to indemnification if such persons agree in writing to repay the advanced funds to the Issuer if it is subsequently determined that such person is not entitled to such indemnification. The Issuer may not have the financial resources to increase such spending when necessary to compete.

Continued Brand Recognition

The Issuer believes that developing and then maintaining its brand and being able to expand its User and Client base is critical to its success. The importance of brand recognition may become greater as competitors offer similar services. The Issuer's brand-building activities will involve increasing awareness of its brand, creating and maintaining brand loyalty and increasing the availability of its product offerings. If the brand-building activities are unsuccessful, the Issuer may never recover the expenses incurred in connection with these efforts, and it may be unable to implement its business strategy and increase its future sales.

Failure to Develop a User Friendly Product that is Adaptable to Changing Preferences

The success of the Issuer's innovation and product development efforts is affected by its ability to anticipate changes in consumer preferences, changes in potential Client needs, the technical capability of its product development staff in developing and testing product (application) prototypes, including complying with governmental regulations, and the success of its management and sales team in introducing, selling and marketing the product features. Failure to develop, add new features to and market the product may lead to a decrease in the Issuer's future growth, sales and profitability. Additionally, the development of the product requires substantial research, development and marketing expenditures, which the Issuer may not be able to recoup if the product does not gain widespread market acceptance.

If the Issuer is unsuccessful in meeting its objectives with respect to the product, the Issuer's business will be harmed. There can be no assurance of the Issuer's ability to develop a product that is competitive with other similar applications or that it can then later develop a new version of the product that will

meet changing consumer preferences and receive widespread acceptance. Failure to develop and successfully market a User-friendly and industry-friendly product will have a material adverse impact on the Issuer's financial condition and results of operations.

8.3. Industry Risks

The Spatial Computing industries of VR, AR, and MR are early and not yet fully mature. While there are many projections for growth and success, the markets may fail to materialize and if the growth does not occur, there may be insufficient scale for the Issuer to successfully build a revenue base from the number of participants.

As companies enter into the Spatial Computing sector, other competitors may create products that are more innovative or achieve greater market success than those of the Issuer. There can be no assurance that the Issuer will be able to compete cost effectively.

The Issuer is pursuing patents, trademark, and copyright protection for technology, products, and brands. There is no assurance that these patents will be granted, or that the trademark applications will be sufficiently unique and protectable. If the Issuer is not able to protect its intellectual property via patents, it will have to compete with other companies on a level playing field as it will lose the advantage offered via patent protection.

9. ITEM 9: REPORTING OBLIGATIONS

9.1. Reporting

The Issuer is not a "reporting issuer" as such term is defined in applicable securities legislation and accordingly is not subject to most of the continuous disclosure reporting obligations imposed on reporting issuers by such securities legislation. **We are not required to send you any documents on an annual or ongoing basis.**

As a Shareholder you will receive audited or unaudited financial statements at each annual general meeting and the Issuer will deposit copies of the financial statements in its corporate records maintained at its records office which are available for inspection by any Shareholders during normal business hours, given reasonable notice. Further, you will be given notice of, be entitled to attend and vote your Shares at general meetings of the common shareholders the Issuer and at any other meeting that you are entitled to attend and/or vote your Common Shares (including Common Shares acquired as part of the Units).

9.2. Information Available from Securities Regulator

Prospective purchasers can find information about the Issuer on the British Columbia Securities Commission website (<http://www.bcsc.bc.ca>), such as exempt distribution reports, offering memorandums, and other information that may be available there.

For securities sales made outside British Columbia, prospective purchasers may find information on the Issuer on SEDAR (<http://www.sedar.com/>). Alternately, a list of all Provincial securities regulatory authority websites and contact numbers can be found in *Item 15: Subscription Agreement* attached to this Offering Memorandum.

10. ITEM 10: RESALE RESTRICTIONS

10.1. General Statement

Other than Manitoba, these securities will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the securities unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

10.2. Restricted Period

Other than Manitoba, unless permitted under Securities Legislation and subject to the preceding paragraph, you cannot trade the securities before the date that is 4 months and a day after the date Issuer becomes a reporting issuer in any province or territory of Canada.

10.3. Manitoba Resale Restrictions

For Subscribers in Manitoba, unless permitted under securities legislation, you must not trade the securities without the prior written consent of the securities regulator in Manitoba unless:

- (a) the Issuer has filed a prospectus with the securities regulator in Manitoba with respect to the securities you have purchased and the securities regulator in Manitoba has issued a receipt for that prospectus, or
- (b) you have held the securities for at least 12 months

The securities regulator in Manitoba will consent to your trade if the securities regulator is of the opinion that to do so is not prejudicial to the public interest.

11. ITEM 11: PURCHASERS' RIGHTS

If you purchase these securities you will have certain rights, some of which are described below. For information about your rights you should consult a lawyer.

11.1. Two Day Cancellation Right

You can cancel your agreement to purchase these securities. To do so, you must send a notice to us by midnight on the 2nd business day after you sign the agreement to buy the securities.

11.2. Statutory rights of action in the event of a misrepresentation

For Subscribers Resident in British Columbia

The Securities Act (British Columbia) (the "B.C. Act") provides purchasers resident in the Province of British Columbia (each a "B.C. Purchaser") with, in addition to any other right they may have at law, rights of rescission or damages, or both, where an offering memorandum, together with any amendments thereto, contains a misrepresentation.

In particular, section 132.1 of the B.C. Act provides that if this Offering Memorandum, together with any amendments hereto, contains a misrepresentation, and it was a misrepresentation at the time of purchase of the Units and/or the Shares (as applicable), a B.C. Purchaser to whom this Offering Memorandum was delivered and who purchases the Units and/or the Shares (as applicable) offered hereunder shall be deemed to have relied on the misrepresentation if it was a misrepresentation at the

time of purchase and has, subject as hereinafter provided, a right of action against the Issuer, every director of Issuer at the date of the Offering Memorandum and every person who signed the Offering Memorandum for damages, which liability if found or admitted will be joint and several, and a right of rescission against the Issuer, provided that if the B.C. Purchaser elects to exercise a right of rescission against the Issuer, the B.C. Purchaser has no right of action for damages against the Issuer, and provided that:

- a. an action to enforce such right or rights must not be commenced (i) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action, or (ii) in the case of an action other than for rescission, more than the earlier of (A) 180 days after the B.C. Purchaser first had knowledge of the facts giving rise to the cause of action, or (B) 3 years after the date of the transaction that gave rise to the cause of action;
- b. no person will be liable if he, she or it proves that the B.C. Purchaser had knowledge of the misrepresentation;
- c. in the case of an action for damages, no person will be liable for all or any part of the damages that it proves does not represent the depreciation in value of the Units and/or the Shares (as applicable) resulting from the misrepresentation; and
- d. in no case will the amount recoverable in any action exceed the price at which the Units and/or the Shares (as applicable) were offered under the Offering Memorandum.

For Subscribers Resident in Alberta

The Securities Act (Alberta) (the "Alberta Act") provides purchasers resident in the Province of Alberta (each an "Alberta Purchaser") with, in addition to any other right they may have at law, rights of rescission or damages, where an offering memorandum, together with any amendments thereto, contains a misrepresentation.

In particular, section 204 of the Alberta Act provides that in the event that this Offering Memorandum, together with any amendments hereto, is delivered to an Alberta Purchaser and contains a misrepresentation, and it was a misrepresentation at the time of purchase of the Units and/or the Shares (as applicable), an Alberta Purchaser to whom this Offering Memorandum was delivered and who purchases the Units and/or the Shares (as applicable) offered hereunder (without regard to whether the purchaser relied upon such misrepresentation) has, subject as hereinafter provided, a right of action against the Issuer, every director of the Issuer at the date of the Offering Memorandum and every person or company who signed the Offering Memorandum for damages, which liability if found or admitted will be joint and several, or alternatively, a right of action against the Issuer for rescission, provided that if the Alberta Purchaser elects to exercise a right of rescission against the Issuer, the Alberta Purchaser has no right of action for damages against the Issuer or other above named person, and provided that:

- a. an action is commenced to enforce such right (i) in the case of an action for rescission, within 180 days after the date the transaction that gave rise to the cause of action or (ii) in the case of any action, other than an action for rescission, within the earlier of, (a) 180 days from the date that the Alberta Purchaser first had knowledge of the facts giving rise to the cause of action, or (b) 3 years from the date of the transaction that gave rise to the cause of action.
- b. no person will be liable if he, she or it proves that the Alberta Purchaser had knowledge of the misrepresentation;
- c. in the case of an action for damages, no person will be liable for all or any part of the damages that it proves does not represent the depreciation in value of the Units and/or the Shares (as applicable) as a result of the misrepresentation; and
- d. in no case will the amount recoverable in any action exceed the price at which the Units and/or the Shares (as applicable) were sold to the Alberta Purchaser.

For Subscribers Resident in Saskatchewan

The Securities Act (Saskatchewan) (the "Saskatchewan Act") provides purchasers resident in the Province of Saskatchewan (each a "Saskatchewan Purchaser") with, in addition to any other right they may have at law, rights of rescission or damages, or both, where an offering memorandum, together with any amendments thereto contains a misrepresentation.

In particular, section 138 of the Saskatchewan Act provides that in the event that this Offering Memorandum together with any amendment hereto is delivered to a Saskatchewan Purchaser of the Units and/or the Shares (as applicable) contains a misrepresentation, if it was a misrepresentation at the time of purchase of the Units and/or the Shares (as applicable), the Saskatchewan Purchaser will be deemed to have relied upon that misrepresentation and has either a right of action for damages against (i) the Issuer, (ii) every promoter and director of the Issuer at the time the Offering Memorandum or amendment thereto was sent or delivered, (iii) every person or company whose consent has been filed respecting the Offering, but only with respect to reports, opinions or statements that have been made by them, (iv) every person or company that, in addition to the persons or companies mentioned in (i) to (iii), signed the Offering Memorandum or the amendment to the Offering Memorandum; and (v) every person who or company that sells securities on behalf of the Issuer under the Offering Memorandum or amendment to the Offering Memorandum (which liability if found or admitted will be joint and several), or the Saskatchewan Purchaser may elect to exercise a right of rescission against the Issuer and when the Saskatchewan Purchaser so elects, the Saskatchewan Purchaser shall have no right of action for damages.

A Saskatchewan Purchaser will be entitled to enforce the foregoing rights, provided that:

- a. no person or company will be liable where the person or company proves that the Saskatchewan Purchaser purchased the Units and/or the Shares (as applicable) with knowledge of the misrepresentation;
- b. in an action for damages, the person or company is not liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the security from the misrepresentation relied on; and
- c. in no case shall the amount recoverable exceed the price at which the securities were offered to the public.

The Saskatchewan Act also provides that where an individual makes a verbal statement to a prospective purchaser of a security that contains a misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the Saskatchewan Purchaser is deemed to have relied on the misrepresentation, if it was a misrepresentation at the time of the purchase and has a right of action for damages against that individual, provided that:

- a. no individual is liable if the individual proves that the Saskatchewan Purchaser purchased the securities with knowledge of the misrepresentation;
- b. no individual is liable if the individual can establish that he or she cannot reasonably be expected to have known that his or her statement contained a misrepresentation;
- c. no individual is liable if prior to the purchase of the securities by the Saskatchewan Purchaser, the individual notified the Saskatchewan Purchaser that the individual's statement contained a misrepresentation;
- d. in no case is the amount recoverable to exceed the price at which the securities were offered to the public; and
- e. in an action for damages, the defendant is not liable for all or any portion of the damages that the defendant proves do not represent the depreciation in value of the security resulting from the misrepresentation relied on.

No action shall be commenced to enforce the above Saskatchewan Act rights more than:

- a. in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or
- b. in the case of any action, other than an action for rescission, the earlier of one year after the Saskatchewan Purchaser first had knowledge of the facts giving rise to the cause of action or six years after the date of the transaction that gave rise to the cause of action.

For Subscribers Resident in Manitoba

The Securities Act (Manitoba) (the “Manitoba Act”) provides purchasers resident in the Province of Manitoba (each a “Manitoba Purchaser”) with, in addition to any other right they may have at law, rights of rescission or damages, or both, where an offering memorandum, together with any amendments thereto, contains a misrepresentation.

In particular, section 141.1 of the Manitoba Act provides that if this Offering Memorandum, together with any amendments hereto, contains a misrepresentation, and it was a misrepresentation at the time of purchase of the Units and/or the Shares (as applicable), a Manitoba Purchaser to whom this Offering Memorandum was delivered and who purchases the Units and/or the Shares (as applicable) offered hereunder shall be deemed to have relied on the misrepresentation and has, subject as hereinafter provided, a right of action against the Issuer, every director of the Issuer at the date of the Offering Memorandum and every person or company who signed the Offering Memorandum for damages, which liability if found or admitted will be joint and several, and a right of rescission against the Issuer, provided that if the Manitoba Purchaser elects to exercise a right of rescission against the Issuer the Manitoba Purchaser has no right of action for damages against the Issuer or any other person mentioned above, and provided that:

- a. an action to enforce such right or rights must not be commenced (i) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action, or (ii) in the case of an action other than for rescission, more than the earlier of (A) 180 days after the Manitoba Purchaser first had knowledge of the facts giving rise to the cause of action, or (B) 2 years after the date of the transaction that gave rise to the cause of action;
- b. no person will be liable if he, she or it proves that the Manitoba Purchaser had knowledge of the misrepresentation;
- c. in the case of an action for damages, no person will be liable for all or any part of the damages that it proves does not represent the depreciation in value of the Units and/or the Shares resulting from the misrepresentation; and
- d. in no case will the amount recoverable in any action exceed the price at which the Units and/or the Shares (as applicable) were offered under the Offering Memorandum.

For Subscribers Resident in Ontario

The Securities Act (Ontario) (the “Ontario Act”) provides purchasers resident in the Province (each an “Ontario Purchaser”) with, in addition to any other right they may have at law, rights of rescission or damages where an Offering Memorandum, together with any amendments thereto contains a misrepresentation.

In particular, section 130.1 of the Ontario Act provides that if this Offering Memorandum contains a misrepresentation, an Ontario Purchaser who purchases the Units and/or the Shares (as applicable) offered by this Offering Memorandum during the period of distribution has a right of action for damages against the Issuer or, alternatively, may elect to exercise a right of rescission against the Issuer, without regard to whether the Ontario Purchaser relied on the misrepresentation, provided that if the Ontario Purchaser exercises its right of rescission, it shall not have a right of action for damages against the Issuer, and provided that:

- a. no action shall be commenced to enforce these rights more than (i) in the case of any action for rescission, 180 days after the date of the transaction that gave rise to the cause of action, or (ii) in the case of any action, other than an action for rescission, the earlier of (A) 180 days after the Ontario Purchaser first had knowledge of the fact giving rise to the cause of action, or (B) three years after the date of the transaction that gave rise to the cause of action;
- b. the Issuer will not be liable if it proves that the Ontario Purchaser purchased the Units and/or the Shares (as applicable) with knowledge of the misrepresentation;
- c. in an action for damages, the Issuer will not be liable for all or any portion of the damages that the Issuer proves do not represent the depreciation in value of the Units and/or the Shares (as applicable) as a result of the misrepresentation relied upon; and
- d. in no case will the amount recoverable exceed the price at which the Units and/or the Shares (as applicable) were offered.

For Subscribers Resident in New Brunswick

The Securities Act (New Brunswick) (the “New Brunswick Act”) provides purchasers resident in the Province (each a “New Brunswick Purchaser”) with, in addition to any other right they may have at law, rights of rescission or damages where an Offering Memorandum, together with any amendments thereto contains a misrepresentation.

In particular, section 150 of the New Brunswick Act provides that if this Offering Memorandum, together with any amendments hereto, contains a misrepresentation, and it was a misrepresentation at the time of purchase of the Units and/or the Shares (as applicable), a New Brunswick Purchaser to whom this Offering Memorandum was delivered and who purchases the Units and/or the Shares (as applicable) offered hereunder shall be deemed to have relied on the misrepresentation and has, subject as hereinafter provided, a right of action against the Issuer, and a right of rescission against the Issuer, provided that if the New Brunswick elects to exercise a right of rescission against the Issuer, the New Brunswick Purchaser has no right of action for damages against the Issuer, and provided that:

- a. no action shall be commenced to enforce these rights more than (i) in the case of any action for rescission, 180 days after the date of the transaction that gave rise to the cause of action, or (ii) in the case of any action for damages, the earlier of (A) one year after the New Brunswick Purchaser first had knowledge of the fact giving rise to the cause of action, or (B) six years after the date of the transaction that gave rise to the cause of action;
- b. the Issuer will not be liable if it proves that the New Brunswick Purchaser purchased the Units and/or the Shares (as applicable) with knowledge of the misrepresentation;
- c. in an action for damages, the Issuer will not be liable for all or any portion of the damages that the Issuer proves do not represent the depreciation in value of the Units and/or the Shares (as applicable) as a result of the misrepresentation relied upon; and
- d. in no case will the amount recoverable exceed the price at which the Units and/or the Shares (as applicable) were offered.

Further, an Issuer shall not be liable where it is not receiving any proceeds from the distribution of the Units and/or the Shares (as applicable) being distributed and the misrepresentation was not based on information provided by the Issuer unless the misrepresentation

- a. was based on information that was previously publicly disclosed by the Issuer,
- b. was a misrepresentation at the time of its previous public disclosure, and
- c. was not subsequently publicly corrected or superseded by the Issuer before the completion of the distribution of the Units and/or the Shares (as applicable) being distributed.

For Subscribers Resident in Nova Scotia

The Securities Act (Nova Scotia) (the “Nova Scotia Act”) provides purchasers resident in the Province of Nova Scotia (each a “Nova Scotia Purchaser”) with, in addition to any other right they may have at law, rights of rescission or damages, or both, where an offering memorandum, together with any amendments thereto, contains a misrepresentation.

In particular, section 138 of the Nova Scotia Act provides that if this Offering Memorandum, together with any amendments hereto, contains a misrepresentation, or if a misrepresentation is contained in a record incorporated by reference in, or deemed incorporated into, the Offering Memorandum or any amendment thereto, and it was a misrepresentation at the time of purchase of the Units and or the Shares respectively, a Nova Scotia Purchaser to whom this Offering Memorandum was delivered and who purchases the Units and or the Shares respectively offered hereunder shall be deemed to have relied on the misrepresentation and has, subject as hereinafter provided, a right of action against the Issuer, every director of the Issuer at the date of the Offering Memorandum and every person who signed the Offering Memorandum for damages, which liability if found or admitted will be joint and several, and a right of rescission against the Issuer, provided that if the Nova Scotia Purchaser elects to exercise a right of rescission against the Issuer the Nova Scotia Purchaser has no right of action for damages against the Issuer or any other person mentioned above, and provided that among other

limitations:

- (a) no action shall be commenced to enforce the right of action for rescission or damages by an investor resident in Nova Scotia later than 120 days after the date payment was made for the securities (or after the date on which initial payment was made for the securities where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment);
- (b) no person will be liable if it proves that the investor purchased the securities with knowledge of the misrepresentation;
- (c) in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation; and
- (d) in no case will the amount recoverable in any action exceed the price at which the securities were offered to the investor.

In addition, no person or company, other than the Issuer, is liable if the person or company proves that:

- (a) the Offering Memorandum or any amendment thereto was sent or delivered to the investor without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;
- (b) after delivery of the Offering Memorandum or any amendment thereto and before the purchase of the securities by the investor, on becoming aware of any misrepresentation in the Offering Memorandum, or any amendment thereto, the person or company withdrew the person's or company's consent to the Offering Memorandum or any amendment thereto, and gave reasonable general notice of the withdrawal and the reason for it; or
- (c) with respect to any part of the Offering Memorandum or any amendment thereto purporting (i) to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (iii) there had been a misrepresentation, or (iv) the relevant part of the offering memorandum or any amendment thereto (A) did not fairly represent the report, opinion or statement of the expert, or (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Furthermore no person or company other than the Issuer is liable with respect to any part of the Offering Memorandum or any amendment thereto not purporting (i) to be made on the authority of an expert; or (ii) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (iii) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation; or (iv) believed that there had been a misrepresentation.

If a misrepresentation is contained in a record incorporated by reference in, or deemed incorporated into, the Offering Memorandum or any amendment thereto, the misrepresentation is deemed to be contained in the Offering Memorandum or any amendment thereto.

Subscribers Resident in other Provinces

Subscribers resident in provinces other than those mentioned above may have statutory rights of action in the event of a misrepresentations and should refer to the applicable laws of their respective provinces and consult with their legal advisers with respect to such rights of action.

Contractual Rights of Action in the Event of a Misrepresentation

For Subscribers resident in a jurisdiction where the securities legislation does not provide a comparable statutory right of action in the event of a misrepresentation in this Offering Memorandum as indicated above, if there is a misrepresentation in this Offering Memorandum or any information or documents incorporated or deemed to be incorporated by reference into this Offering Memorandum, then, you have a contractual right to sue the Issuer:

- a. for rescission (to cancel your agreement to buy these securities), or
- b. for damages.

This contractual right to sue is available to a purchaser whether or not the purchaser relied on the misrepresentation. As part of this contractual right to sue, in an action for damages, the amount a purchaser may recover:

- (i) must not exceed the price that the purchaser paid for the purchaser's securities;
- (ii) does not include all or any part of the damages that the Issuer proves does not represent the depreciation in value of the securities resulting from the misrepresentation; and
- (iii) is in addition to, and does not detract from, any other right of the purchaser.

The Issuer has a defence if it proves that the purchaser knew of the misrepresentation when you purchased the securities.

If you intend to rely on the rights described in a. or b. above, you must do so within strict time limitations.

These rights are enforceable by a purchaser by delivering a notice to the Issuer:

- (i) in the case of an action for rescission, within 180 days after the purchaser signs the agreement to purchase the security, or
- (ii) in the case of an action for damages, before the earlier of
 - (A) 180 days after the purchaser first has knowledge of the facts giving rise to the cause of action, or
 - (B) 3 years after the date the purchaser signs the agreement to purchase the security

General

The rights discussed above are in addition to and without derogation from any other rights the subscriber may have at law. The foregoing summaries are subject to the express provision of the Securities Act (British Columbia), Securities Act (Alberta), Securities Act (Saskatchewan), the Securities Act (Manitoba), the Securities Act (Ontario), the Securities Act (New Brunswick) and the Securities Act (Nova Scotia) as applicable and the rules, regulation and policy statements there under and reference is made thereto or the complete text of such provisions.

12. ITEM 12: FINANCIAL STATEMENTS

(attached – this page intentionally left blank)

BLUEPRINT REALITY INC.
FINANCIAL STATEMENTS
(EXPRESSED IN CANADIAN DOLLARS)

MARCH 31, 2017

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of
Blueprint Reality Inc.

We have audited the accompanying financial statements of Blueprint Reality Inc. which comprise the statement of financial position as at March 31, 2017 and the statements of comprehensive loss, changes in equity, and cash flows for the period from September 6, 2016 to March 31, 2017, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

... 2

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Blueprint Reality Inc. as at March 31, 2017, and financial performance, changes in equity and cash flows for the period from September 6, 2016 to March 31, 2017 in accordance with International Financial Reporting Standards.

Collins Barrow Vancouver

CHARTERED PROFESSIONAL ACCOUNTANTS

Vancouver, Canada
September 19, 2017

BLUEPRINT REALITY INC.
(Incorporated under the laws of British Columbia)

STATEMENT OF FINANCIAL POSITION

MARCH 31, 2017

(In Canadian Dollars)

ASSETS

Current assets

Cash	\$ 28,381
Accounts receivable	956
Government remittances receivable	1,500
Prepaid expenses and deposits	<u>5,995</u>

36,832

Property and equipment (note 6)	<u>22,447</u>
---------------------------------	---------------

\$ 59,279

LIABILITIES

Current liabilities

Accounts payable and accrued liabilities	\$ 44,468
Due to shareholder (note 7)	97,121
Due to related parties (note 8)	<u>11,502</u>

153,091

SHAREHOLDERS' DEFICIENCY

Share capital (note 9)	26,383
------------------------	--------


Contributed surplus (note 9)	224,790
------------------------------	---------

Deficit	<u>(344,985)</u>
---------	------------------

(93,812)

\$ 59,279

Approved by the Directors

_____, Director

_____, Director

See accompanying notes to the financial statements.

BLUEPRINT REALITY INC.
STATEMENT OF COMPREHENSIVE LOSS
FOR THE PERIOD FROM SEPTEMBER 6, 2016 TO MARCH 31, 2017
(In Canadian Dollars)

Sales	\$ 8,299
Cost of sales	<u>243,146</u>
	<u>(234,847)</u>
Operating expenses	
Advertising	8,208
Amortization of property and equipment	7,719
Equipment rental	10,890
Insurance	375
Interest and bank charges	412
Licensing	1,034
Meals and entertainment	1,647
Office and other	13,872
Professional fees	26,920
Rent	13,484
Share-based payments	1,292
Subscriptions	3,793
Travel	<u>20,492</u>
	<u>110,138</u>
Net loss and comprehensive loss for the period	<u>\$ (344,985)</u>

See accompanying notes to the financial statements.

BLUEPRINT REALITY INC.
STATEMENT OF CHANGES IN EQUITY
FOR THE PERIOD FROM SEPTEMBER 6, 2016 TO MARCH 31, 2017
(In Canadian Dollars)

	Number of Shares	Amount	Contributed Surplus	Deficit	Total Equity
Shares issued for cash	50,357,143	\$ 25,091	--- \$	--- \$	25,091
Share-based payments	1,291,669	1,292	---	---	1,292
Share subscription deposits received for shares not yet issued	---	---	224,790	---	224,790
Net loss and total comprehensive loss for the year	---	---	---	(344,985)	(344,985)
Balance at March 31, 2017 (note 9)	<u>51,648,812</u>	<u>\$ 26,383</u>	<u>\$ 224,790</u>	<u>\$ (344,985)</u>	<u>(93,812)</u>

See accompanying notes to the financial statements.

BLUEPRINT REALITY INC.
STATEMENT OF CASH FLOWS
FOR THE PERIOD FROM SEPTEMBER 6, 2016 TO MARCH 31, 2017
(In Canadian Dollars)

Cash used in operating activities	
Net loss for the period	\$ (344,985)
Items not requiring cash	
Amortization of property and equipment	<u>7,719</u>
	(337,266)
Net changes in non-cash working capital balances	
Increase in accounts receivable	(956)
Increase in government remittances receivable	(1,500)
Increase in prepaid expenses and deposits	(5,995)
Increase in accounts payable and accrued liabilities	<u>44,468</u>
	<u>(301,249)</u>
Cash used in investing activities	
Purchase of property and equipment	<u>(30,166)</u>
Cash from financing activities	
Increase in due to shareholder	97,121
Increase in due to related parties	11,502
Share subscription deposits	224,790
Issuance of share capital	<u>26,383</u>
	<u>359,796</u>
Cash, end of the period	<u>\$ 28,381</u>

See accompanying notes to the financial statements.

BLUEPRINT REALITY INC.
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 2017

(In Canadian Dollars)

1. General

Blueprint Reality Inc. (the "company") was incorporated under the laws of British Columbia on September 6, 2016 and operates from its main place of business at 101 - 1715 Cook Street, Vancouver, British Columbia. Its main business activity is to build tangible virtual reality games and experiences.

The company is in the start-up phase. As a result, the majority of its operations for the current period consist of development and start-up costs.

The company is dependent on its ability to raise funds and there is no assurance that the company will be able to raise the amount of funds required to finance its activities.

2. Statement of compliance

These financial statements have been prepared in accordance and compliance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and Interpretation of the International Financial Reporting Interpretations Committee (IFRIC).

The policies in these financial statements are based on IFRS issued and outstanding as of September 19, 2017.

The financial statements for the period ended March 31, 2017 were approved and authorized for issue by the board of directors on September 19, 2017. These are the company's first financial statements prepared in accordance with IFRS.

3. First-time adoption of IFRS

The financial statements have been prepared using accounting policies specified by those IFRSs that are in effect at March 31, 2017. The significant accounting policies that have been applied in the preparation of these financial statements are summarized in notes 4 and 5.

These accounting policies have been used throughout the period presented in the financial statements in accordance with the provisions of IFRS 1 First-time adoption of International Financial Reporting Standards.

4. Basis of accounting

a) Basis of measurement and functional currency

The financial statements are presented in Canadian dollars, which is the company's functional currency. The financial statements have been prepared on the historical cost basis except for certain assets, liabilities and financial instruments which are measured at their fair values, as explained in the relevant accounting policies.

BLUEPRINT REALITY INC.
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 2017
(In Canadian Dollars)

4. Basis of accounting - continued

b) Use of estimates and judgements

The preparation of the financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities and the reported amounts of revenue and expenses. Actual results could differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in any future years affected.

The estimates and judgements that are critical to the determination of the amounts reported in the financial statements relate to the following:

i) Financial instruments

The company estimates and discloses the fair value of financial instruments. When fair value cannot be derived from an active market, it is determined using valuation techniques, namely the discounted cash flow method.

ii) Valuation of non-financial assets

The valuation of non-financial assets such as property and equipment and intangible assets requires estimates relating to the future cash flows and the useful lives of the assets.

5. Significant accounting policies

The following is a summary of the significant accounting policies applied in the preparation of these financial statements. These policies have been consistently applied to the period presented, unless otherwise stated:

a) Financial instruments

At initial recognition, financial instruments are classified in the following categories depending on the purpose for which the instruments were acquired.

Fair value through profit and loss

A financial asset or liability is classified in this category if acquired principally for the purpose of selling or repurchasing in the short-term or if designated to be in this category at inception. Financial instruments in this category are measured at fair value upon initial recognition, with changes in fair value recognized in the statement of comprehensive loss. Cash is classified as "fair value through profit and loss".

BLUEPRINT REALITY INC.
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 2017
(In Canadian Dollars)

5. Significant accounting policies - continued

a) Financial instruments - continued

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. Loans and receivables are measured at fair value upon initial recognition plus transaction costs. Subsequently, loans and receivables are measured at amortized cost using the effective interest method less a provision for impairment, if necessary. Government remittances receivable is classified as "loans and receivables".

Other liabilities

Other liabilities are measured at fair value upon initial recognition, net of any transaction costs incurred. Subsequently, other liabilities are measured at amortized cost using the effective interest method. Other liabilities include accounts payable, amounts due to a shareholder and amounts due to related parties.

Share capital

Common shares

The common shares are classified as equity. Incremental costs directly attributable to the issue of shares are recognized as a deduction from equity, net of any tax effects.

b) Property and equipment

Property and equipment are stated at cost less any accumulated depreciation and impairment losses. Cost includes the acquisition cost as well as any costs directly attributable to bringing the asset to the location and condition necessary for its use in operations.

Depreciation is recognized in profit or loss using the declining balance method at the following annual rate:

Furniture and fixtures	- 20%
Computer hardware	- 55%
Software	- 100%

Depreciation methods, useful lives and residual values are reviewed at each financial year-end and adjusted if appropriate.

BLUEPRINT REALITY INC.
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 2017
(In Canadian Dollars)

5. Significant accounting policies - continued

c) Impairment

The carrying amount of the company's non-financial assets is reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount and the impairment loss is recognized in the profit or loss for the period. An impairment loss in respect of intangible assets is not reversed. In respect to other assets, an impairment loss is only reversed if there is an indication that the impairment loss may no longer exist and there has been a change in estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation, if no impairment loss had been recognized in previous years.

d) Income tax

Income tax expense comprises current and deferred tax and is recognized in profit or loss. Current tax is the tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. Deferred tax is recognized in respect of temporary differences between the carrying amount of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is measured at the expected tax rates for the year during which the asset will be realized or the liability settled, based on tax rates enacted or substantially enacted. A deferred tax asset is recognized for unused tax losses, and deductible temporary differences to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

e) Future accounting pronouncements

IFRS 9 – Financial Instruments was issued in final form in July 2014 by the IASB and will replace IAS 39 – Financial Instruments: Recognition and Measurement. IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39. The approach in IFRS 9 is based on how an entity manages its financial instruments in the context of its business model and the contractual cash flow characteristics of the financial assets. Most of the requirements in IAS 39 for classification and measurement of financial liabilities were carried forward unchanged to IFRS 9. The new standard also requires a single impairment method to be used, replacing the multiple impairment methods in IAS 39. IFRS 9 is effective for annual periods beginning on or after January 1, 2018. A detailed review will be completed in order to determine if this standard will have a significant impact to the company's financial statements.

BLUEPRINT REALITY INC.
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 2017

(In Canadian Dollars)

5. Significant accounting policies - continued

f) Future accounting pronouncements - continued

In May 2014, IASB issued IFRS 15 - Revenue from Contracts with Customers. The core principle of the new standard is for companies to recognize revenue to depict the transfer of goods or services to customers in amounts that reflect the consideration (that is, payment) to which the company expects to be entitled in exchange for those goods or services. The new standard will also result in enhanced disclosures about revenue, provide guidance for transactions that were not previously addressed comprehensively (for example, service revenue and contract modifications) and improve guidance for multiple-element arrangements. The new standard is effective for annual periods beginning on or after January 1, 2017. IFRS 15 supersedes the following standards: IAS 11 Construction Contracts, IAS 18 Revenue, International Financial Reporting Interpretation Committee ("IFRIC") 13 Customer Loyalty Programmes, IFRIC 15 Agreements for the Construction of Real Estate, IFRIC 18 Transfers of Assets from Customers, and SIC-31 Revenue—Barter Transactions Involving Advertising Services. A detailed review will be completed in order to determine if this standard will have a significant impact to the company's financial statements.

6. Property and equipment

	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net</u>
Furniture and equipment	\$ 6,324	\$ 632	\$ 5,692
Computer hardware	21,486	5,909	15,577
Software	<u>2,356</u>	<u>1,178</u>	<u>1,178</u>
	<u>\$ 30,166</u>	<u>\$ 7,719</u>	<u>\$ 22,447</u>

7. Due to a shareholder

The amounts due to a shareholder are in the form of convertible promissory notes of \$15,000, \$10,000, \$5,000, \$15,000 and \$5,000 respectively and a payable of \$47,121. The notes bear interest at 12% per annum unless they are paid back by March 14, 2017, April 16, 2017, May 2, 2017, May 21, 2017 and June 6, 2017 respectively. The \$47,121 does not bear interest and has no fixed terms of repayment.

8. Due to related parties

The amounts due to related parties do not bear interest and have no fixed terms of repayment.

BLUEPRINT REALITY INC.
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 2017
(In Canadian Dollars)

9. Share capital

The authorized share capital consists of 100,000,000 common, voting shares without par value and 20,000,000 preferred shares without par value.

Issued and outstanding

51,648,812 common shares	<u>\$ 26,383</u>
--------------------------	------------------

During the period ended March 31, 2017, 1,291,669 common shares were issued in exchange for past services. The shares were issued at a value of \$1,292 which was allocated to share capital as a share based payment. The related expense was recognized in profit or loss.

During the year ended March 31, 2017, the company received \$224,790 from investors for share subscriptions. On April 25, 2017, the company issued 3,211,287 common shares to satisfy these share subscriptions at which time, the amount reflected in contributed surplus was credited to share capital.

Subsequent to March 31, 2017 the company issued 8,106,440 common shares for cash proceeds of \$567,451. In addition, the company issued 9,000,000 common share warrants allowing the holder to purchase common shares at an exercise price of \$0.009 per share. The common share warrants vest over a period of time, based on certain events.

10. Capital management

The company's objectives when managing its capital are to:

- a) maintain financial flexibility in order to preserve its ability to meet financial obligations;
- b) maintain a capital structure that provides financing options to the company when the need arises to access capital;
- c) deploy capital to provide an adequate return to its shareholders; and
- d) ensure it has sufficient cash to pay declared dividends to shareholders.

The company manages its capital structure and makes adjustments to it in accordance with the objectives stated above. The company also responds to changes in economic conditions and the risk characteristics of the underlying assets and its working capital requirements. In order to maintain or adjust its capital structure, the company may issue shares, repurchase shares, pay dividends or undertake other activities as deemed appropriate under the specific circumstances.

BLUEPRINT REALITY INC.
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 2017
(In Canadian Dollars)

11. Financial risk management

The company, through its financial assets and liabilities, is exposed to various risks. The following provides an analysis of risks as at March 31, 2017.

a) Credit risk

Credit risk is the risk of loss resulting from the failure of a customer or counterparty to meet its contractual obligations to the company. The carrying amount of financial assets represents the company's estimate of maximum credit exposure. The company's credit risk is primarily attributable to its cash. The company places its cash with institutions of high creditworthiness.

b) Liquidity risk

Liquidity risk is the risk that the company will encounter difficulty in meeting obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The company's financial liabilities consist of accounts payable and amounts due to shareholder. The company is dependant on its ability to raise funds in order to finance its activities.

12. Other information

a) Related party transactions

In addition to transactions described elsewhere in the financial statements, the company had the following balances and transactions with shareholders, officers and directors of the company and parties related thereto:

Consulting fees	\$ 48,166
-----------------	-----------

All transactions with related parties are in the normal course of operations and are measured at fair value.

b) Income taxes

The company has approximately \$340,000 of non-capital loss carry-forwards that begin to expire in 2037 for which no tax benefit has been recognized.

BLUEPRINT REALITY INC.
INTERIM FINANCIAL STATEMENTS
COMPILED BY MANAGEMENT
(EXPRESSED IN CANADIAN DOLLARS)
(UNAUDITED)
SEPTEMBER 30, 2017

BLUEPRINT REALITY INC.
(Incorporated under the laws of British Columbia)


STATEMENT OF FINANCIAL POSITION

September 30, 2017

(In Canadian Dollars)

	<u>From</u> <u>Apr 1, 2017</u> <u>to</u> <u>Sep 30, 2017</u> <u>(Unaudited)</u>	<u>From</u> <u>Sep 6, 2016</u> <u>to</u> <u>Mar 31, 2017</u> <u>(Audited)</u>
ASSETS		
Current assets		
Cash	\$ 191,013	28,381
Government remittances receivable	0	1,500
Prepaid expenses & deposits	6,395	5,995
Accounts receivable	2,876	956
	<u>200,284</u>	<u>36,832</u>
Non-current assets		
Intangible assets (note 3)	34,680	0
Property and equipment (note 3)	32,768	30,166
Accumulated amortization	<u>(10,498)</u>	<u>(7,719)</u>
	56,950	22,447
	<u>\$ 257,234</u>	<u>59,279</u>
LIABILITIES		
Current liabilities		
Accounts payable (note 5)	\$ 183,957	44,468
Short-term liabilities		
Accrued liabilities (note 6)	\$ 85,000	108,623
	<u>268,957</u>	<u>153,091</u>
SHAREHOLDER EQUITY		
Share capital	768,181	26,383
Contributed surplus	29,950	224,790
Retained earnings (deficit)	<u>(809,854)</u>	<u>(344,985)</u>
	(11,723)	(93,812)
	<u>\$ 257,234</u>	<u>59,279</u>

Approved by the Director,


_____, Director
Tarrnie Williams

See accompanying notes to the financial statements.

BLUEPRINT REALITY INC.
STATEMENT OF COMPREHENSIVE LOSS AND DEFICIT
(In Canadian Dollars)

	<u>From</u> <u>Apr 1, 2017</u> <u>to</u> <u>Sep 30, 2017</u> <u>(Unaudited)</u>	<u>From</u> <u>Sep 6, 2016</u> <u>To</u> <u>Mar 31, 2017</u> <u>(Audited)</u>
Sales	\$ 124,327	8,299
Cost of sales	<u>2,387</u> 121,940	<u>243,146</u> (234,847)
Expenses		
Advertising and promotion	15,867	8,208
Amortization	2,779	7,719
Computer	4,583	0
Equipment rental	473	10,890
Insurance	772	375
Interest and bank charges	967	412
Licensing	2,803	1,034
Meals and entertainment	613	1,647
Membership fees and subscriptions	1,777	3,793
Office expense	2,683	13,872
Professional fees	228,246	26,920
Rent	12,263	13,484
Salaries and wages	58,340	0
Share-based payments	0	1,292
Subcontractors	184,261	0
Telephone	1,028	0
Training and education	50,047	0
Travel	<u>19,307</u>	<u>20,492</u>
	586,809	110,138
Net loss and comprehensive loss for the year-to-date	(464,869)	(344,985)
Deficit, beginning of the year	(344,985)	--
Deficit, end of the year-to-date	\$ (809,854)	--

See accompanying notes to the financial statements.

BLUEPRINT REALITY INC.
STATEMENT OF CHANGES IN EQUITY
For the Period ended September 30, 2017
(In Canadian Dollars)

	<u>Number of Shares</u>	<u>Amount</u>	<u>Contributed Surplus</u>	<u>Retained Earnings (Deficit)</u>	<u>Total Equity (Deficiency)</u>
Balance at Mar 31, 2017	51,648,812	\$ 26,383	\$ 224,790	\$ (344,985)	\$ (93,812)
Shares issued for the 6 month period to Sep 30, 2017	12,045,305	517,008			517,008
Deposits received, shares to be Issued			29,950		29,950
Net income (loss) for the 6 month period to Sep 30, 2017	41673			(464,869)	(464,869)
Balance at Sep 30, 2017	63,694,117	\$ 543,391	\$ 254,740	\$ (809,854)	\$ (11,723)

See accompanying notes to the financial statements.

BLUEPRINT REALITY INC.
STATEMENT OF CASH FLOWS
For the Period ended September 30, 2017
(In Canadian Dollars)

	From Apr 1, 2017 to Sep 30, 2017 (Unaudited)	From Sep 6, 2016 to Mar 31, 2016 (Audited)
Cash used in operating activities		
Net loss for the year-to-date	\$ (464,869)	(344,985)
Items not requiring cash:		
Amortization	2,779	7,719
	\$ (462,090)	(337,266)
Changes in non-cash working capital balances		
Accounts receivable	(420)	(2,456)
Prepaid expenses and deposits	(400)	(5,995)
Accounts payable	139,489	44,468
	\$ (323,421)	(301,429)
Cash used in investing activities		
Intangible Assets	(34,680)	0
Purchase of property and equipment	(2,602)	(22,447)
	(37,282)	(22,447)
Cash from financing activities		
Due to shareholder	(97,121)	97,121
Due to related party	73,498	11,502
Share subscription deposits	(194,840)	224,790
Issuance of share capital	741,798	26,383
	523,335	359,796
Increase in cash during the period s/be 162632	162,632	--
Cash, beginning of the period	28,381	--
Cash, end of the period	<u>\$ 191,013</u>	<u>\$ 28,381</u>

See accompanying notes to the financial statements.

BLUEPRINT REALITY INC.
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2017
(In Canadian Dollars)

1. Nature of business

Blueprint Reality Inc. (the "Company") was incorporated under the laws of British Columbia on September 6, 2016 and operates from its main place of business at 101-1715 Cook Street, Vancouver, British Columbia.

The company develops, markets and sells software tools and video games and experiences capitalizing on the expanding markets of Virtual Reality (VR), Augmented Reality (AR) and Mixed Reality (MR), called *MixCast*. The company's revenues are derived from contracted development work, games sales and tools sales. The company acquired certain property and resources from Roadhouse Interactive at the time of incorporation.

The company is dependent on its ability to raise funds and there is no assurance that the company will be able to raise the amount of funds required to finance its activities.

2. Financial Statements

These financial statements represent the results of the company's operations for the first six months of the 2017-2018 fiscal year and have been prepared by management based on International Financial Reporting Standards guidelines.

The company's initial fiscal year began on April 1, 2017 and there are no comparative periods for the year preceding, consequently comparative figures relate to the audited year end.

3. Accounting Policies

a) Share capital

The common shares are classified as equity. Incremental costs directly attributable to the issue of shares and share options are included as professional fees expense in the interim statements and may be reclassified as a deduction from equity, net of any tax effects.

b) Property and equipment

Property and equipment are stated at cost less any accumulated depreciation and impairment losses.

Acquisitions (unaudited) during 2017 to September 30, 2017 totalled \$16,562
Depreciation for the 6 months to September 30, 2017 was \$2,779
Net book value at September 30, 2017 was \$25,049

c) Intangible assets

The legal and other professional costs associated with the compiling and submission of patents trademarks and copyrights are considered a capital expenditure subject to depreciation.

d) Revenue

The company recognizes revenue at the time of sale or work performed. Any transactions conducted in foreign currency are presented in Canadian dollars, which is its functional currency.

BLUEPRINT REALITY INC.
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2017
(In Canadian Dollars)

4. Share capital and contributed surplus

The authorized share capital at September 30, 2016 consists of 100,000,000 Common shares without par value and 20,000,000 Preferred shares without par value.

Issued and outstanding as at September 30, 2017:

63,694,117 Common shares for a total share capital of \$768,181

The contributed surplus reflects value received for which shares have yet to be issued.

The company has issued 10,071,429 Warrants to purchase Common shares, of which 3,000,000 are vested.

Subsequent to September 30, 2017 the company has issued an additional 941,287 Common shares for proceeds of \$65,890.

Subsequent to September 30, 2017, an additional 50,000 Common shares were granted to employees.

Subsequent to September 30, 2017, 207,799 Warrants to purchase Common shares were issued.

Subsequent to September 30, 2017, the company granted 1,520,000 Options to purchase Common shares, of which 372,000 are vested.

Subsequent to September 30, 2017, the company granted 250,000 Restricted Share Units, of which 50,000 are vested.

5. Financial Risk Management

The company may be exposed to various risks as interpreted in these financial statements.

a) Credit Risk

The company's credit risk is primarily attributable to its accounts receivable, that is, the failure of its customers to pay their bills and the consequence of significant increases in sales.

At and subsequent to September 30, 2017, the receivables aging for customers on account (net credit sales) is current at \$2,876, of which \$1,710 is refundable sales tax.

b) Liquidity Risk

The company is dependent on its ability to raise new capital to finance its activities. The company could encounter difficulty in meeting obligations requiring settlement in cash or other financial assets. There is a risk that it may be unable to comply with the terms of its vendors. At and subsequent to September 30, 2017, the payables aging for vendors on account (net credit purchases) is:

BLUEPRINT REALITY INC.
NOTES TO THE FINANCIAL STATEMENTS

September 30, 2017

(In Canadian Dollars)

	<u>September 30, 2017</u>
Current	\$ 29,232
1-30 Days	\$ 8,763
31-60 days	\$ 12,454
Over 60 days	<u>\$ 133,508</u>
Total	\$ 183,957

6. Due to related parties

	<u>September 30, 2017</u>
Farcast Operations Inc.	\$ 85,000
Total	\$ 85,000

13. ITEM 13: DATE AND CERTIFICATE

(attached – this page intentionally left blank)

Certificate of Issuer

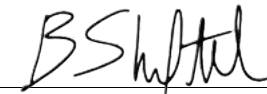
DATED November 20, 2017

This Offering Memorandum does not contain a misrepresentation.

Blueprint Reality Inc.



Per: Tyron Harold Miles Williams
Chief Executive Officer, Director



Per: Benjamin James Sheftel
Chief Technical Officer, Director



Per: Bernard Todd Buchanan
Vice President, Executive Officer

APPENDIX 1 – SHAREHOLDERS’ AGREEMENT

(attached – this page intentionally left blank)

SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS AGREEMENT dated for reference as of the 31st day of October, 2016.

BETWEEN:

Blueprint Reality Inc. a company incorporated under the laws of the Province of British Columbia with an office located at #101-1715 Cook Street, Vancouver, BC, V5Y 3J6

(the "Company")

AND:

Each of the undersigned holders of the Company's common shares

AND:

Each shareholder who becomes a party to this Agreement by signing an Accession Agreement in the form set forth in Schedule "B".

(each a "**Shareholder**", and collectively, the "**Shareholders**")

BACKGROUND:

- A. The Company was formed to capitalize on the rapidly expanding marketplace of Virtual Reality (VR), Augmented Reality (AR), and Mixed Reality (MR). The Company's mission is to build tools and solutions for creating VR, AR, and MR applications as well as tangible, fantastical, VR games and experiences.
- B. The Shareholders wish to establish their respective rights and obligations in respect of the conduct of the affairs of the Company and the Subsidiaries, and if applicable, the holding and sale of their respective securities, and certain other matters.

NOW THEREFORE, this Agreement witnesses that in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions. Unless as otherwise defined elsewhere in this Agreement, in this Agreement (including the recitals) the following words and terms have the meaning set out below:

- (a) "**Accession Agreement**" means an agreement in the form set out in Schedule "B" pursuant to which a Person may become a party to this Agreement;
- (b) "**Act**" means the *British Columbia Business Corporations Act*, as amended, substituted or succeeded from time to time;
- (c) "**Affiliate**" means, (i) with respect to any entity, any Person that is directly or indirectly Controlled by such entity; (ii) with respect to an entity that is a corporation, any Person that is directly or

indirectly Controlled by such entity or that Controls is or is under common Control with such corporate entity; and (iii) if a partnership or limited partnership, any partner of the partnership or any corporation which Controls that partner and any corporation which is directly or indirectly Controlled by a corporation that Controls that partner;

- (d) **"Agreement"** means this Shareholders' Agreement, as amended from time to time;
- (e) **"Arm's Length"** has the meaning attributed to it in the *Income Tax Act* (Canada);
- (f) **"Associate"** means, in respect of a relationship with a Person: (i) a body corporate or undertaking of which that person beneficially owns or controls, directly or indirectly, shares or securities currently convertible into shares carrying more than 10% of the voting rights under all circumstances or by reason of the occurrence of an event that has occurred and is continuing, or a currently exercisable option or right to purchase such shares or such convertible securities; (ii) a partner of that Person acting on behalf of the partnership of which they are partners; (iii) a trust or estate in which that Person has a substantial beneficial interest or in respect of which that person serves as a trustee or liquidator of the succession or in a similar capacity; (iv) a spouse of that Person or an individual who is cohabiting with that Person in a conjugal relationship, having so cohabited for a period of at least one year; (v) a child of that Person or of the spouse or individual referred to in paragraph (iv); and (vi) a relative of that Person or of the spouse or individual referred to in paragraph (iv), if that relative has the same residence as that Person;
- (g) **"Board"** means the board of directors of the Company or as constituted from time to time;
- (h) **"Common Shares"** means the common shares in the capital of the Company;
- (i) **"Constituting Documents"** means the Articles and Notice of Articles of the Company and any bylaw adopted by the Company from time to time;
- (j) **"Control"** means, in relation to a company: (i) the right to cast a majority of the votes which may be cast at a general meeting of that company; or (ii) the right to elect or appoint, directly or indirectly, a majority of the directors of that company;
- (k) **"Directors"** means the persons who are, from time to time, elected or appointed directors of the Company and a **"Director"** means any one of them
- (l) **"Equity Securities"** means, (i) all Shares and other securities of the Company that carry the residual right to participate in the earnings of the Company and, on liquidation, dissolution or winding-up, in the assets of the Company, whether or not any such Share or security carries voting rights; (ii) any warrants, options or rights entitling the holders thereof to purchase or acquire any such securities; or (iii) any securities issued by the Company which are convertible or exchangeable into such securities;
- (m) **"Founders"** means Tarnie Williams (or his respective successors or permitted assigns) and Ben Sheftel (or his respective successors or permitted assigns), provided that if either party ceases to be a party to this Agreement without a successor or assignee, then **"Founders"** means the remaining parties or party alone
- (n) **"Fully Converted Basis"** at any time means that all Shares then outstanding which are convertible or exchangeable into Common Shares (directly or indirectly through exchange into securities which are themselves convertible into Common Shares) shall be deemed to have been fully converted

and exchanged into Common Shares, in accordance with the special rights and restrictions attached thereto, and Common Shares issuable as a result thereof shall be deemed to have been issued and to form part of the holdings of the Person(s) entitled to receive such Common Shares;

- (o) **"Fully Diluted Basis"** at any time means that all options (whether vested or unvested), warrants or other rights of any kind to acquire Common Shares and all securities of the Company which are convertible, exercisable or exchangeable into Common Shares (directly or indirectly through exchange into securities which are themselves convertible into Common Shares) which are outstanding at that time shall be deemed to have been fully exercised, converted or exchanged, as the case may be, and the Common Shares issuable as a result thereof shall be deemed to have been fully issued and to form part of the holdings of the Person(s) entitled to receive such Common Shares;
- (p) **"Independent Director"** means a Person who (i) is not an employee of, nor a consultant to, the Company or related to any such Person; (ii) is not an employee of, nor a consultant to, or related to any shareholder of the Company; (iii) has significant knowledge of the industry in which the Company operates or the digital media industry; and (iv) has sufficient stature in the business community to reasonably be considered to have the ability to benefit the Company as a Director;
- (q) **"Insolvency Event"** means the winding-up or liquidation of a company, the institution of proceedings to be adjudicated as bankrupt or insolvent under the *Bankruptcy and Insolvency Act* (Canada) or any analogous laws, the consenting to the institution of such proceedings, the consenting to the filing of any petition under the *Bankruptcy and Insolvency Act* (Canada) or to the appointment of a receiver or receiver-manager, the making of a general assignment for the benefit of creditors, the filing of a proposal to settle payment of creditors' liabilities under the *Companies' Creditors Arrangement Act*, the admission in writing of insolvency, the taking of any action in furtherance of any of the above, the passing of a resolution by a company for its winding-up or the dissolution pursuant to the Act or any similar provision enacted in substitution therefor;
- (r) **"IPO"** means the Company's first underwritten public offering of its Shares pursuant to a registration statement that has been declared effective under the United States *Securities Act* of 1933 or a prospectus filed under applicable Canadian securities laws in respect of which a (final) receipt has been obtained, accompanied by the listing of the Shares on the Toronto Stock Exchange and/or the Nasdaq National Market and/or the New York Stock Exchange and/or any other stock exchange or market approved in writing by the Board;
- (s) **"Non-Founders Common Shares"** means the issued Common Shares of the Company which are not held by the Founders or any of their respective Affiliates, if applicable;
- (t) **"Original Purchase Price"** means, with respect to each Common Share, the purchase price paid to the Company for the Common Share by the Shareholder;
- (u) **"Person"** means any individual, company, partnership, trustee, trust or unincorporated association, joint venture, syndicate, sole proprietorship, executor, administrator, or other legal representatives, regulatory body, or agency, government, governmental agency, authority or entity, however designated or constituted;
- (v) **"Sale"** means (A) the acquisition of more than fifty percent (50%) of the voting securities of the Company by means of any transaction or series of related transactions (including without limitation, any and all reorganizations, mergers, consolidations, statutory share exchanges or similar

transactions), or (B) a sale of all or substantially all of the assets of the Company by means of any transaction or series of related transactions;

- (w) **"Shareholder"** means the Person who holds Equity Securities and who is party to this Agreement or any Person who has agreed to become bound by this Agreement by signing an Accession Agreement and in each case, their respective heirs, executors, administrators, successors and permitted assigns and **"Shareholders"** means any one or more of them;
- (x) **"Shareholder Loan"** means the amount of funds loaned to the Company by a Shareholder from time to time, the initial amount of which is set out in Schedule "A";
- (y) **"Shares"** means shares of any class in the capital of the Company;
- (z) **"Stock Option Plan"** means any stock option plan, stock purchase plan or equity incentive plan adopted by the Company from time to time;
- (aa) **"Subsidiaries"** means new corporate entities that are subsidiaries of the Company and **"Subsidiary"** means any one of them; and
- (bb) **"Transfer"** includes any sale, exchange, transfer, assignment, gift, bequest, disposition, mortgage, charge, pledge, encumbrance, grant of a security interest or other arrangement by which possession, legal title or beneficial ownership of passes from one Person to another, or to the same Person in a different capacity, whether or not voluntarily and whether or not for value, and any agreement to effect any of the foregoing; and the words **"Transferred"**, **"Transferring"** and similar words have corresponding meanings.

1.2 Certain Rules and Interpretation.

- (a) Accounting Terminology. All accounting terms not expressly defined in this Agreement shall have the respective meanings generally ascribed to them in accordance with generally accepted accounting principles in Canada.
- (b) Meaning of Pro Rata. Unless the context otherwise requires, all rights, obligations or other matters which are, under the terms of this Agreement, to be determined on a proportionate or pro rata basis shall be determined on a basis which is pro rata or proportionate to the total number of Shares of the Company issued and outstanding as of the date of such determination.
- (c) Gender, Plural and Singular. In this Agreement reference to something in the masculine form includes the feminine and neuter forms and reference to the singular includes the plural and vice versa and modifications to the provisions of this Agreement may be made as the context requires.
- (d) Interpretation. In this Agreement words like **"herein"**, **"hereof"**, **"hereunder"** and other similar words refer to this Agreement as a whole and should not be limited to the particular Section or part in which those words appear. All references to Section numbers refer, unless expressly stated otherwise, to the Sections in this Agreement having those numbers.
- (e) Inclusive Language. The word **"including"**, when followed by any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

- (f) Headings. The headings used in the Agreement are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.
- (g) Schedules. The Schedules attached to this Agreement shall form an integral part of this Agreement.

ARTICLE 2

AGREEMENT ON CORPORATE MATTERS

2.1 Shareholders to Act in Support. Each Shareholder agrees to vote its Shares and act as a shareholder of the Company to fulfil the provisions of this Agreement and in all other respects to comply with and use all reasonable efforts to cause the Company to comply with this Agreement, and to the extent, if any, permitted by law shall cause its respective nominee director to comply with this Agreement.

2.2 Compliance by Company. The Company undertakes to carry out and be bound by the provisions of this Agreement to the full extent that it has the capacity and power at law to do so.

2.3 Conflict with Constatting Documents. To the extent permitted by the Act, in the event of any conflict between the provisions of this Agreement and the provisions of the Constatting Documents, the provisions of this Agreement shall prevail, and the Shareholders shall vote their Shares to amend the Constatting Documents so as to ensure conformity with the terms of this Agreement.

2.4 Ceasing to be a Party. Except as otherwise specifically provided herein, if a Shareholder no longer holds any Equity Securities and is owed no monies by the Company, then from that point forward that Shareholder shall be deemed to no longer be a party to this Agreement; provided however that where such Shareholder disposed of his Equity Securities in compliance with the provisions of this Agreement the Shareholder shall be entitled to the benefit of and be bound by the rights and obligations set forth in this Agreement in respect of matters occurring prior to such disposition.

2.5 Shareholder Representations & Warranties. Each Shareholder represents and warrants to each other Shareholder and the Company that as of the date of this Agreement or the date of Accession Agreement under which the Shareholder became a party to this Agreement:

- (a) In the case of a Shareholder which is not a trust, the Shareholder is the registered and beneficial owner of the Shares shown beside the Shareholder's name in Schedule "A" (or on the Accession Agreement under which the Shareholder became party to this Agreement) free and clear of any mortgage, lien or encumbrance or security interest, and the Shareholder is not subject to any agreement under which any mortgage, encumbrance, lien or security interest may be created upon any of the Shareholder's Shares.
- (b) In the case of a trust, the Shareholder is the trustee of the trust and the trust is the registered owner of the Shares shown beside the trust's name in Schedule "A" (or on the Accession Agreement under which the trust became party to this Agreement) free and clear of any mortgage, lien or encumbrance or security interest, and neither the trust, the trustee nor the beneficiaries of the trust are subject to any agreement under which any mortgage, encumbrance, lien or security interest may be created upon any of the Shareholder's Shares or any interest therein.
- (c) The Shareholder is not in a relationship in respect of which a triggering event under Section 56 of the *Family Relations Act* (British Columbia), or any applicable similar legislation in any other jurisdictions) has occurred.

- (d) The Shareholder is not in any way subject or party to any unsatisfied judgments, consent decrees, injunctions, litigation, proceedings, actions or claims (and to the best of the knowledge of the Shareholder no such matters are pending or threatened against the Shareholder) which could result in a judgment against the Shareholder leading to the impairment or loss of the Shareholder's title to or interest in the Shares.
- (e) The Shareholder is not violating, contravening, breaching, or creating a default under any law, statute, regulation, order, judgment, or decree applicable to the Shareholder by becoming party to this Agreement or performing the provisions hereof.
- (f) If the Shareholder is not an individual, the Shareholder is duly created and is validly existing under the laws of the jurisdiction of its creation and has the legal power and capacity to own its assets and enter into and perform its obligations pursuant to this Agreement.

2.6 Existing Shareholder Capital and Loan Contributions. As of the date hereof, the Equity Securities and Shareholder's Loans, if applicable, of each of the Shareholders are set out in Schedule "A".

2.7 Confidentiality. No party shall, at any time or under any circumstances, without the consent of the Company, directly or indirectly disclose to any Person (other than the party's employees, agents, advisors and representatives who need to know) or make use of, any confidential knowledge or information howsoever acquired by such party relating to or concerning the customers, products, technology, trade secrets, systems or operations, or confidential information regarding the property, business and affairs of the Company (collectively, "**Information**"), except for:

- (a) Information that becomes generally known in the industry to which the business of the Company is related other than through a breach of this Agreement;
- (b) Information that is lawfully obtained from a third party without breach of this Agreement by the receiving party;
- (c) Information that is reasonably required to be disclosed by a party to protect its interests in connection with any proposed Transfer of Shares that is pursuant to or subject to this Agreement provided that the recipient of the Information has agreed to maintain the confidentiality of the Information on terms no less favourable than those set out in this Section 2.7; or
- (d) Information that is required to be disclosed by law or by the applicable regulations or policies of any regulatory agency of competent jurisdiction or any stock exchange, provided that the party gives the Company prompt written notice of the compelled disclosure and cooperates with the Company, at the Company's expense, in seeking a protective order or any other protections available to limit the disclosure of the Information.

If a party ceases to be a party to this Agreement, then the party shall use all reasonable efforts to ensure all Information and all copies thereof are either destroyed or returned to the Company if the Company so requests, and shall not, directly or indirectly, use for the party's own purposes, any Information discovered or acquired by the party or the party's advisors. The party's obligations in this Section 2.7 shall survive the termination of this Agreement and/or the party ceasing to be a party to this Agreement. Further the party's obligation in this Section 2.7 shall be in addition to and not in derogation of any other obligation of confidentiality owed to the Company by those parties who are employees of or consultants to the Company.

2.8 Specific Performance. The parties acknowledge that disclosure of any Information in contravention of Section 2.7 may cause significant harm to the Company and that remedies at law may be

inadequate to protect against a breach of Section 2.7. Accordingly, the parties acknowledge that the Company is entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. The parties covenant not to assert any defence in proceedings regarding the granting of an injunction or specific performance based on the availability to the Company of any remedy.

2.9 Non-Compete. Parties to this Agreement shall not, either during the time that they are party to this Agreement or for a period of twelve (12) months after that party ceases to be a party to this Agreement, without the prior consent of the Company, carry on, or be engaged in, or be concerned with, or employed by, any person or entity engaged in or concerned with or interested in a business which is the same or substantially the same, or in competition with, the Company's business at the time that the party ceases to be a party to this Agreement.

2.10 Non-Solicitation. In the event that a party ceases to be a party to this Agreement, that party agrees that for twelve (12) months after that party ceases to be a party to this Agreement, the party will not i) directly or indirectly solicit, agree to perform or perform services of any type that the Company was rendering at the time the party ceased to be a party to this Agreement (the "**Services**"), for any person or entity who would pay or engage the Company for Services, or who received the benefit of the Company's Services, or with whom the party had any substantial dealing while a party to this Agreement. Notwithstanding the foregoing, this restriction with respect to Services applies only to those Services rendered by the party or related to the area of expertise of the party; and ii) take any actions directly or indirectly, to assist party's successor or any other entity in recruiting any other employees who works for or are affiliated with the Company. This includes, but is not limited to: (a) identifying to such successor or its agents or such other entity the person or persons who have special knowledge concerning the Company's processes, methods or confidential affairs; and (b) commenting to the successor or its agents or such other entity about the quantity of work, quality of work, special knowledge, or personal characteristics of any person who is still employed at the Company. Such information shall also not be revealed to a prospective employers or partners during interviews or meetings preceding possible employment or collaboration.

2.11 Subsequent Parties. Any holder of Shares who is currently not a signatory hereto or any future holder of Shares may, upon the written consent of the Company, become a party to this Agreement by executing an Accession Agreement substantially in the form attached as Schedule "B", and upon such execution such Shareholder will be entitled to all the rights of and subject to all the duties of a Shareholder as if such Shareholder had been an original signatory to this Agreement.

ARTICLE 3 MANAGEMENT OF AFFAIRS OF THE COMPANY AND INFORMATION

3.1 Board. Subject to Section 3.2, the Shareholders will vote their Shares at all meetings of the shareholders of the Company at which they are represented so that the Board will be comprised of a minimum of two (2) Directors and a maximum of five (5) Directors, and:

- (a) Until the earlier date on which Tarnie Williams no longer holds Shares or this Agreement is terminated, the Shareholders will vote their Shares to nominate and elect Tarnie Williams or his nominee as a Director;
- (b) Until the earlier date on which Ben Sheftel no longer holds Shares or this Agreement is terminated, the Shareholders will vote their Shares to nominate and elect Ben Sheftel or his nominee as a Director; and
- (c) to the extent that the Board is comprised of three or more Directors, if a third, fourth and/or fifth Director is nominated, the third, fourth and fifth Directors shall be nominees who are acceptable to the two Directors above (the "**Independent Director**").

3.2 Removal of Director. If any Independent Director fails to vote or act as a Director to carry out the provisions of this Agreement, then the Shareholders shall, within three days exercise their right as Shareholders of the Company and in accordance with the Constatting Documents and the Act to vote in favour of a resolution to remove that nominee from the Board. Failure of any Independent Director to attend at three consecutive meetings of the Board shall be deemed as a failure to vote and act as a Director to carry out the provisions of this Agreement, and shall constitute grounds for removal in accordance with Section 3.2. No Independent Director who has been removed from the Board pursuant to this Section 3.2 is eligible to be re-nominated as a Director or reappointed as an alternate Director.

3.3 Indemnity for Directors and Others. Subject to the limitations set forth in the Act or otherwise at law, and in addition to any existing provisions which may be contained in the Constatting Documents, the Company shall to the fullest extent possible, indemnify any Director or officer of the Company, a former Director or officer of the Company, and his heirs and other personal representatives, against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by such Person, including an amount paid to settle an action or satisfy a judgment in a civil, criminal or administrative action or proceeding to which such Person was made a party by reason of being or having been a director, or officer of the Company and any costs related thereto, including legal costs and disbursements on a solicitor and his own client basis, if:

- (a) he or she has acted honestly and in good faith with a view to the best interests of the Company; and
- (b) in the case of any criminal or administrative action or proceeding, he or she has reasonable grounds for believing that his or her conduct was lawful.

Nothing in this Section 3.3 shall limit the right of any person entitled to claim any indemnity apart from the provisions of this Section. If under applicable law, any payment by the Company under such indemnity requires the approval of any court, then the Company, at its own expense, shall promptly take all necessary proceedings to obtain such approval.

3.4 Matters Requiring Board Approval. Subject to the requirements under the Act, the following matters shall only be carried out with the approval of the Board:

- (a) altering, changing or amending the Articles or Notice of Articles of the Company;
- (b) any single or series of related expenditures in excess of \$25,000 (Twenty-five thousand dollars) where such expenditures are not set out in an operating expenditure budget of the Company approved by the Board;
- (c) the hiring of any employee or the engagement of any contractor at the vice-president level (or equivalent) or higher or whose compensation exceeds \$150,000 (One-hundred and fifty thousand dollars) per annum;
- (d) carry on any business other than the existing business or change in any material aspect of the business of the Company or the manner in which the same is carried on;
- (e) incorporate, create, or acquire any entity that would be an affiliate or a Subsidiary;
- (f) purchase for cancellation, redeem or acquire any securities, securities convertible or exchangeable into or exercisable for any securities of the Company or make a declaration or payment of dividends or distribute any surplus on earnings on any Shares of the Company, unless:

- (i) required under the rights, privileges, restrictions and conditions attached to Shares as at the date of this Agreement;
- (ii) pursuant to a pre-existing agreement providing for the repurchase of any Equity Securities upon termination of services, including, without limitation; or
- (iii) authorized pursuant to the terms of the Stock Option Plan approved by the Board;
- (g) the sale, lease, exchange, mortgage or other disposition by the Company of any copyrights, patents, trade-marks, trade secrets, processes, licences, distribution rights or other industrial or intellectual property right outside of the ordinary course of the Company's business;
- (h) any acquisition of or agreement by the Company to acquire any capital asset, any lease or agreement to lease of real or personal property or any acquisition or agreement to acquire property by way of conditional sale agreement or purchase money security interest, (i) having a value in excess, in aggregate, of 10% of the operating budget in any fiscal year and which is not provided for in the capital budget, or (ii) which do not relate directly to the Company's business;
- (i) any change in salaries, bonuses, fees, benefits or any other payments to key management at the highest level of the Company's compensation structure in excess of 25% per annum;
- (j) the establishment or amendment of any Stock Option Plan involving directly or indirectly the issuance or the commitment to issue shares in the capital of the Company to Directors, officer, consultant or employees whether directly or by the exercise of an option, warrant or right or by the conversion of some other security;
- (k) any contract, agreement or other transaction with, or any obligation or liability to, any Shareholder or any Person not at Arm's Length with such Shareholder which directly or indirectly provides to such Shareholder or Person any benefit or advantage greater than fair market value;
- (l) the incurrence (whether absolutely or contingently) of indebtedness (whether directly or by financing lease or other indirect financing arrangements) in respect of any transaction or series of transactions, other than as contemplated by an approved and current capital and operating budget for the Company;
- (m) the lending of money by the Company or the incurrence of any guarantee or indemnity obligations thereby;
- (n) borrowing by the Company in excess of \$25,000 (Twenty-five thousand dollars) or grant security over any of assets of the Company or incur debt in excess of \$25,000 (Twenty-five thousand dollars);
- (o) amalgamation, consolidation, merger or entering into an agreement to amalgamate, consolidate or merge the Company or its Subsidiaries with any Person which has the effect, directly or indirectly, of Transferring Control of the Company or the Company's assets to another Person;
- (p) entering into a non-Arm's-Length transaction;
- (q) repayment of any shareholder loans; or
- (r) entering into any agreement to effect the matters set forth in this Section 3.4.

3.5 Authority to Execute Agreements. Tarnie Williams, in his capacity as Chief Executive Officer of the Company, is hereby exclusively authorized to execute or cause to be executed in the name and on behalf of the Company, all contracts, agreements, deeds, mortgages, bonds, options, leases, lease, stock transfer documents, and any other instruments as may be necessary or desirable in the conduct of the business of the Company. Other shareholders, directors, and officers of the Company may also be authorized to execute or cause to be executed any such agreements or documents, in the name and on behalf of the Company, with the prior authority of Tarnie Williams (such approval may be obtained, without limitation, by email, and shall not be unreasonably delayed or withheld).

3.6 Board Approval of Major Matters undertaken by Subsidiaries. The Company will ensure that any of its Subsidiaries only undertake or proceed with the kind of transactions referred to in Section 3.4 (as adjusted to relate to similar actions of such Subsidiary) with the prior approval of the Board.

3.7 Preserving Proprietary Rights/Confidentiality. The Company covenants and agrees that it will cause all:

- (a) Proprietary Rights - employees of the Company and all consultants engaged by the Company to assign to the Company and waive all rights to any and all patents, trademarks, copyrights, inventions and other intellectual property arising out of the work of such employees or consultants or arising out of the use of funds, materials or facilities of the Company; and
- (b) Confidentiality - employees of the Company and all consultants engaged by the Company having confidential knowledge of the intellectual property of the Company to sign appropriate confidentiality agreements with the Company.

3.8 Information Rights. The Company shall prepare and deliver to each Shareholder as soon as available after the end of each financial year, unaudited financial statements of the Company, including consolidated balance sheets of the Company, if any, as at the end of such financial year, and consolidated statements of income, retained earnings and changes in cash flow of the Company, if any, for such year, setting forth in each case in comparative form the corresponding figures for the previous financial year, all prepared in accordance with generally accepted accounting principles in Canada.

ARTICLE 4

SHARE TRANSFERS AND CO-SALE RIGHTS

4.1 Restriction of Change of Control of Corporate Shareholders. No Shareholder, if such Shareholder is a corporation, may enter into any transaction or series of transactions that results in a Change of Control of such Shareholder, without the prior written consent of the Board which may be withheld in its sole discretion.

4.2 Restriction on Transfer of Shares. Subject to Section 4.5, no Shareholder shall Transfer any or all of its Shares to any Person, whether a Shareholder or not, unless that Shareholder (the “**Offeror**”) first offers (the “**Prior Offer**”) the Company and the other Shareholders (the latter, the “**Other Offerees**”) the prior right to purchase, receive or acquire such Shares (the “**Offered Shares**”) in accordance with Section 4.3.

4.3 Right of First Refusal.

- (a) The Offeror desiring to Transfer any or all of its Shares shall give written notice to the Company (the “**Transfer Notice**”) specifying the number of Offered Shares, the price, in lawful money of Canada, for the Offered Shares, and the terms of payment upon which the Offeror is prepared to Transfer the Offered Shares. The Transfer Notice shall constitute the Company as the agent of the

Offeror for the sale of the Offered Shares to any Other Offerees at the price and upon the terms of payment specified in the Transfer Notice. The Transfer Notice shall also state whether the Offeror has received an offer to purchase (the “**Third Party Offer**”) the Offered Shares, or any of them, from, or proposes to sell the Offered Shares, or any of them, to, any particular Person or Persons who are not Shareholders and, if so, the names and addresses of those persons shall be specified in the Transfer Notice.

- (b) Company’s First Right to Purchase. The Company shall have the first right to accept the Prior Offer and purchase all or a portion of the Offered Shares from the Offeror. The Company shall have 14 days (the “**Company Acceptance Period**”) after receipt of the Transfer Notice to give the Offeror written notice (the “**Company Notice**”) that it accepts the Prior Offer and agrees to purchase all or a portion of the Offered Shares and deliver a copy of the Company Notice to each of the Other Offerees.
- (c) If, upon the expiration of the Company Acceptance Period, the Company has not delivered a Company Notice or has delivered a Company Notice which provides for the purchase of only a portion of the Offered Shares, then the Company shall forthwith transmit a copy of the Transfer Notice to each of the Other Offerees and shall request that each such Other Offerees state in writing, within 7 days from the date of the Transfer Notice, whether it is willing to purchase any of the remaining Offered Shares (the “**Remaining Offered Shares**”) and, if so, the maximum number it is willing to purchase.
- (d) Upon the expiration of the 7-day notice period provided for in subsection 4.3(c) above, if the Company has received from the Other Offerees entitled to receive the Transfer Notice sufficient acceptances to purchase all the Remaining Offered Shares, the Company shall thereupon apportion the Remaining Offered Shares among the other Offerees so accepting pro rata in proportion to the number of Shares held by each of them respectively up to the number of Offered Shares accepted by each of them respectively. If the Company did not receive sufficient acceptances to purchase all of the Remaining Offered Shares, the Company may, but only with the consent of the Offeror, who shall not be obliged to sell in the aggregate less than all the Offered Shares, apportion the Remaining Offered Shares among the Other Offerees accepting pro rata in proportion to the number of Shares held by each of them respectively, up to the number of the Remaining Offered Shares accepted by each of them respectively.
- (e) After an apportionment has been made pursuant to subsection 4.3(d) and upon payment of the price for the Offered Shares apportioned, the Offeror shall be bound to Transfer those Shares in accordance with that apportionment and, if the Offeror fails to do so, the Company shall cause the name of the purchasing Other Offerees to be entered in the register of shareholders of the Company as the holders of those Shares and shall cancel the share certificates previously issued to the Offeror representing those Shares, whether they have been produced to the Company or not. Payment to the Company, as agent for the Offeror, of the Purchase Price shall be sufficient payment by the purchasing Other Offerees, and entry of the Transfer in the register of shareholders of the Company shall be conclusive evidence of the validity of the Transfer. Upon completion of the Transfer, the Company shall pay the Purchase Price to the Offeror.
- (f) The Offeror may for a period of 90 days after the expiration of the 7-day period provided for in subsection 4.3(c) above Transfer to any Person the Offered Shares not purchased by the Other Offerees pursuant to paragraphs 4.3(c), 4.3(d) and 4.3(e) above, provided that:
 - (i) if the Other Offerees did not purchase any of the Offered Shares, the Offeror may not sell less than all the Offered shares;

- (ii) the Offeror shall not sell any of the Offered Shares at a price less than that specified in the Transfer Notice or on terms more favourable to the purchaser than those specified in the Transfer Notice;
- (iii) the Offeror shall not sell any of the Offered Shares to any person, unless at the time of the sale that person complies with subsection 4.6; and
- (iv) if the Offeror has not transferred the Offered Shares or any of them within the 90-day period, then the provisions of this subsection 4.3 shall again become applicable to all of the Offered Shares not disposed of within the 90-day period.

4.4 Drag-Along Rights.

- (a) Notwithstanding any other provision of this Agreement, if:
 - (i) Shareholders holding at least 60% of the issued Common Shares in the aggregate (the "Selling Shareholders") have entered into an agreement (a "Third Party Agreement") to Transfer their Common Shares to a Person or Persons acting in concert (the "Purchaser") pursuant to a bona fide arms-length offer made by the Purchaser to purchase all of the Equity Securities of the Company and such offer is conditional upon the sale of all remaining Common Shares of the Company held by the other Shareholders (the "Other Shareholders") to the Purchaser; and
 - (ii) the Purchaser offers to each of the Other Shareholders to purchase the remaining Common Shares (the "Remaining Shares") on equivalent terms and conditions, mutatis mutandis, as those agreed to by the Selling Shareholders, and all of which terms and conditions are set out in writing and delivered, no fewer than 14 days prior to the scheduled closing date for the transaction contemplated by the Third Party Agreement, to the Other Shareholders (the "Drag Along Offer") together with a copy of the Third Party Agreement

then the Other Shareholders will be required to sell all of the Remaining Shares to the Purchaser in accordance with the terms and conditions of the Drag Along Offer. Each Shareholder agrees to participate fully in any such purchase and to vote in favour of any such transaction or series of transactions and all actions required in connection therewith, including any required amendment to the constating documents of the Company. To the extent permitted by law, each Shareholder hereby waives any statutory right of dissent and/or appraisal remedy to which it would otherwise be entitled in connection with any transaction contemplated in this Section.

- (b) If any of the Other Shareholders fail to sell their Remaining Shares to the Purchaser in accordance with the terms and conditions of the Drag Along Offer (the "Delinquent Shareholders"), the Purchaser will have the right to deposit the applicable purchase price for those Remaining Shares of the Delinquent Shareholders in a special account at any financial institution in Canada, to be paid proportionately with interest, to the respective Delinquent Shareholders upon presentation and surrender to such financial institution of the certificates or documents representing such Delinquent Shareholders' Remaining Shares duly endorsed for transfer to the Purchaser. Upon such deposit being made, the Remaining Shares in respect of which the deposit was made will hereby automatically (without any further action of any kind on the part of the Delinquent Shareholders or the Purchaser) be transferred to and purchased by the Purchaser and will be transferred on the books of the Company to the Purchaser and the rights of the Delinquent Shareholders in respect of those Remaining Shares after such deposit will hereby be limited to receiving, with interest, their

respective portion of the total amount so deposited against presentation and surrender of the certificates or documents representing their respective Remaining Shares duly endorsed for transfer to the Purchaser.

- (c) Exception to Drag Along Obligations. Notwithstanding Sections 4.4 (a) and (b), no Other Shareholder will be obligated to tender its Remaining Shares in a Drag Along Offer, unless each of the following conditions is satisfied:
- (i) any liability of the Other Shareholders to indemnify the Purchaser, including, without limitation, for breach of any representation or warranty made by the Company or made by that Other Shareholder will be several and not joint and several and will not exceed the portion of the aggregate purchase price actually paid to such Other Shareholder;
 - (ii) the only representations, warranties and covenants required to be made by such Other Shareholder in connection with the Drag Along Offer are representations and warranties relating to its ownership of the Remaining Shares and its ability to convey title thereto, free and clear of liens, encumbrances and adverse claims, and reasonable covenants regarding confidentiality and publicity;
 - (iii) upon closing of the transaction contemplated by the Third Party Agreement, all of the Common Shares shall be sold to the Purchaser at the same price per Common Share and on the same terms and conditions;
 - (iv) the purchase price for their Common Shares pursuant to the Third Party Agreement constitutes all of the consideration that the Selling Shareholders are receiving for the sale of their Common Shares and any collateral benefit of any kind (including, without limitation, any employment compensation arrangement, severance arrangement or other employment benefit arrangement) to be received by any of the Selling Shareholders has been fully disclosed in the Third Party Agreement;
 - (v) no Other Shareholder will be required to make any out of pocket expenditures prior to the consummation of the Drag Along Offer (excluding modest expenditures for postage, copies, etc.), and, in any event, no Other Shareholder will be obligated to pay any expenses incurred in connection with a consummated Drag Along Offer, except indirectly to the extent such costs are incurred for the benefit of all of the Shareholders of the Company and are paid by the Company or by the Purchaser or out of the proceeds of the transaction. Costs incurred by or on behalf of an Other Shareholder for its sole benefit will not be considered costs of the transaction under this Section;
 - (vi) and no Shareholder shall be required to amend, extend or terminate any contractual or other relationship with the Company, the Purchaser or their respective Affiliates.

4.5
Securities:

Permitted Transfers. Subsections 4.2 and 4.3, do not apply to the following Transfers of Equity

- (a) Transfer to Affiliates - Any Shareholder may Transfer or otherwise dispose of all or any part of its Shares to an Affiliate controlled by such Shareholder provided that, prior to any such Transfer, the Shareholder and the Affiliate enter into an agreement with the other parties to this Agreement, which provides that:

- (i) the Affiliate will remain an Affiliate of the Shareholder for so long as the Affiliate holds the Shares;
 - (ii) prior to the Affiliate ceasing to be an Affiliate of the Shareholder, the Affiliate will Transfer its Shares to the Shareholder or to another Affiliate of the Shareholder, and that such other Affiliate will enter into an agreement similar to this Agreement with the other Shareholders and the Company;
 - (iii) the Affiliate will otherwise be bound by and have the benefit of the provisions of this Agreement; and
 - (iv) the obligations of the original Shareholder hereunder shall not in any way be released and shall continue in full force and effect.
- (b) Transfer to Family Trust, Spouse, Child or Registered Retirement Savings Plan - Any Shareholder may Transfer or otherwise dispose of all or any part of its Shares to a Family Trust, spouse, child or a registered retirement savings plan or tax-free saving plan or any similar plan of the Shareholder, provided that prior to any such Transfer, the Shareholder and the Family Trust, the spouse or child of the Shareholder, or the trustee of the Shareholder's registered retirement savings plan enter into an agreement with the other parties to this Agreement, which provides that:
- (i) the transferee(s) will be bound by and have the benefit of the provisions of this Agreement; and
 - (ii) the obligations of the original Shareholder hereunder shall not in any way be released and shall continue in full force and effect.
- (c) Redemptions, Retractions etc. - Any Transfer of Shares made in accordance with the special rights and restrictions attached to Shares (including the drag-along provision set out above) or a Transfer of Equity Securities under a repurchase of Equity Securities by the Company itself.
- (d) Approval by the Board. - Any Person or Persons approved by the Board.

4.6 Co-Sale Right - Shareholder Sales. If a Shareholder (the “**Seller**”) becomes entitled to Transfer any of its Shares to a third party pursuant to Section 4.3(f) and the third party (the “**Co-Sale Third Party**”) would upon completion of such Transfer, Control the Company on a Fully Diluted Basis (a “**Control Sale**”), then each Shareholder shall have the right (the “**Co-Sale Right**”) to participate in such Transfer on the following terms and conditions:

- (a) Intended Sale Notice. If the Seller intends to proceed with a Control Sale, the Seller shall immediately notify (the “**Control Sale Notice**”) the Company and each Shareholder in writing specifying:
 - (i) the name, address and telephone number of the Co-Sale Third Party;
 - (ii) the purchase price the Co-Sale Third Party is to pay the Seller for each class of Shares to be purchased (the “**Co-Sale Specified Prices**”), and the other terms and conditions of the intended sale;

- (iii) the number and class of Shares held by the Co-Sale Third Party and its Associates and Affiliates, and details of any previous transactions under which the Seller Transferred Equity Securities to the Co-Sale Third Party or any of its Associates and Affiliates; and
 - (iv) that each Shareholder has the Co-Sale Right provided under this Section 4.6 in respect of the Control Sale and each Shareholder shall be entitled to sell any or all of its Shares of any class to the Co-Sale Third Party in conjunction with the closing of the Co-Sale Third Party's purchase of the Offered Securities from the Seller.
- (b) Exercise Notice. Each Shareholder shall have until 7 days after receipt of the Control Sale Notice to exercise its Co-Sale Right by written notice to the Seller specifying the number and class of Shares which each Shareholder elects to sell to the Co-Sale Third Party hereunder, which may be all or part of its Shares, as determined by the Shareholder.
- (c) Co-Sale to Third Party. If a Shareholder exercises the Co-Sale Right, the Seller shall not complete the Transfer of the Offered Securities to the Co-Sale Third Party unless the Co-Sale Third Party also purchases from the Shareholder all of the Shares in respect of which the Co-Sale Right has been exercised (the "**Co-Sale Right Securities**") at the same time and on the same terms and conditions.

4.7 Founders Subordination.

- (a) Notwithstanding anything to the contrary, if prior to an IPO, the Company undergoes a Sale where:
- (i) The Founders hold at least 50% of the issued Common Shares in the aggregate at the time of the Sale;
 - (ii) The Shareholders holding at least 50% of the issued Non Founders Common Shares in the aggregate vote against the Sale;
 - (iii) The proceeds from such Sale that are payable to each Shareholder for his or her Common Share is one-dollar (\$1.00) or less per Common Share (the "Sale Price"); and
 - (iv) the Original Purchase Price paid by that Shareholder for his or her Common Share is greater than the Sale Price per Common Share (the "Minimum Purchase Price")
- then the difference between the Sale Price and the lesser of the Minimum Purchase Price and one dollar (\$1.00) shall be the shareholder deficit (the "Shareholder Deficit")
- (b) In the event that there is a Shareholder Deficit, the Founders shall forfeit and subordinate to such Shareholders, such portion of the Founders proceeds from the Sale that is in excess of the Founders respective aggregate Original Purchase Price, to the extent of such Shareholder Deficit.

By way of example:

- (a) if the Sale Price is seventy-five cents (\$0.75) per Common Share (section 4.7(a)(iii)) and the Original Purchase Price paid by the Shareholder is one dollar and five cents (\$1.05) per Common Share (section 4.7(a)(iv)) then the Shareholder Deficit would equal twenty-five cents (\$0.25) per Common Share. (The difference between \$0.75 and \$1.00 is \$0.25). As \$1.00 is less than the Minimum Purchase Price of \$1.05, the number used for the purposes of calculating the Shareholder Deficit is \$1.00; and

(b) if the Sale Price is seventy-five cents (\$0.75) per Common Share (section 4.7(a)(iii)) and the Original Purchase Price is ninety-cents (\$0.90) per Common Share (section 4.7(a)(iv)) then the Shareholder Deficit would equal fifteen-cents (\$0.15) per Common Share. (The difference between \$0.75 and \$0.90 is \$0.15). As the Minimum Purchase Price of \$0.90 is less than \$1.00, the number used for the purposes of calculating the Shareholder Deficit is \$0.90; and

(c) if the Sale Price is seventy-five cents (\$0.75) per Common Share (section 4.7(a)(iii)) and the Original Purchase Price is sixty-cents (\$0.60) per Common Share then section 4.7 Founders' Subordination would not be applicable as the requirement as set out section 4.7(a)(iv)) has not been met. Specifically, the Original Purchase Price paid by the Shareholder is not greater than the Sale Price.

4.8 Waiver of Rights. Notwithstanding any other provision of this Article 4, any Shareholder may waive his rights with respect to any provision contained in Article 4 by notice in writing to the Company. Additionally, in the event that Shareholders holding not less than 65% of the Common Shares (on a Fully Converted Basis) held by all Shareholders who are subject to this Agreement elect to waive their rights with respect to any particular offer or right given under, or any provision contained in, Article 4 by notice in writing to the Company and all other non-waiving Shareholders, then such waiver shall be binding upon all of the Shareholders.

4.9 Recognition of Transfers. The Company will not recognize any Transfer of Shares made in violation of this Agreement.

ARTICLE 5 PRO-RATA PRE-EMPTIVE RIGHTS

5.1 Pro-Rata Pre-emptive Right. Subject to Section 5.2, each time the Company proposes to allot, issue, sell or resell any Equity Securities, the Company shall first offer (the "**Treasury Offer**") the Equity Securities to the Shareholders (collectively the "**Treasury Offerees**" and individually a "**Treasury Offeree**") on the following basis:

- (a) Pro Rata Portions - The number of Equity Securities a particular Treasury Offeree shall be offered and may purchase shall be determined by the following formula:

$$\begin{array}{l} \text{Number of Equity} \\ \text{Securities which} \\ \text{the Treasury} \\ \text{Offeree shall be} \\ \text{offered and may} \\ \text{purchase} \end{array} = \frac{\begin{array}{l} \text{Number of Common Shares (as calculated on a} \\ \text{Fully Convertible Basis) held by the Treasury} \\ \text{Offeree immediately prior to the Treasury Offer} \end{array}}{\begin{array}{l} \text{Number of Common Shares (as calculated on a} \\ \text{Fully Convertible Basis) held by all Treasury} \\ \text{Offerees immediately prior to the Treasury Offer} \end{array}} \times \begin{array}{l} \text{Total Number of Equity} \\ \text{Securities being offered:} \end{array}$$

- (b) Notice of Offer - Each Treasury Offer shall be made by written notice to the Treasury Offerees specifying:
- (i) the total number and class of Equity Securities offered;
 - (ii) the price at which the Equity Securities are being offered;
 - (iii) any other terms and conditions applicable to the offer not set out in this Article 5; and

- (iv) that Treasury Offerees shall have 7 days (the “**Acceptance Period**”) following receipt of the notice to accept the Treasury Offer.
- (c) Acceptance - Acceptance of a Treasury Offer shall be made by notice in writing to the Company within the Acceptance Period specifying the number of Equity Securities up to the pro rata number determined above the Treasury Offeree wishes to purchase. The Treasury Offeree may also specify in such notice an additional number of the Equity Securities (“**Specified Additional Amount**”) offered for sale that the Treasury Offeree is prepared to purchase if any of the other Treasury Offeree fails to fully accept their offered portion of the Treasury Offer. If a Treasury Offeree does not accept the Treasury Offer before expiration of the Acceptance Period, then such Treasury Offeree shall be deemed to have refused the Treasury Offer. Additionally, if all Treasury Offerees notify the Company in writing that they accept or decline the Treasury Offer before the end of the Acceptance Period, then the Acceptance Period shall be deemed to have ended on the date the last such notice is received by the Company.
- (d) Sale to Third Party - The Company shall be entitled to allot, issue or sell the balance of any of the offered Equity Securities which are not purchased by the Treasury Offerees upon completion of the above process to any Person(s), other than a Treasury Offeree who did not accept the Treasury Offer, provided that such allotment, issuance or sale shall not be effected at a price which is less than the price or on terms and conditions which are more favourable (from the purchaser's perspective) than those set forth in the written notice to the Treasury Offerees concerning the Treasury Offer.

5.2 Permitted Non-Pro rata Offerings. The Company may directly allot, issue or sell Equity Securities without complying with Section 5.1 in the circumstances where the Equity Securities are being issued in any one or more of the following circumstances:

- (a) the issuance of securities of the Company to employees, consultants, officers or directors of the Company pursuant to stock purchase or stock option plans or as otherwise as otherwise approved by the Board;
- (b) the issuance of securities in connection with bona fide acquisition transaction approved by a majority of the Board;
- (c) the issuance of securities pursuant to a duly approved subdivision, amalgamation, plan of arrangement, reorganization, or dividend payable in securities;
- (d) the issuance of securities pursuant to the special rights and restrictions attached to the Equity Securities;
- (e) the issuance of securities pursuant to currently outstanding options, warrants, notes, or other rights to acquire securities of the Company;
- (f) the issuance of securities to financial institutions or lessors in connection with commercial credit arrangements, equipment financings or similar transactions approved by a majority of the Board; or
- (g) the issuance of securities or rights to acquire securities issued in connection with strategic collaborations, development agreements or licensing transactions, the terms of which are approved by a majority of the Board.

5.3 Waiver of Rights. Notwithstanding any other provision of this Article 5, any Shareholder may waive his rights with respect to any particular offer or right given under, or any provision contained in, Article 5 by notice in writing to the Company. Additionally, in the event that Shareholders holding not less than 60% of the Common Shares (on a Fully Converted Basis) held by all Shareholders who are subject to this Agreement elect to waive their rights with respect to any particular offer or right given under, or any provision contained in, Article 5 by notice in writing to the Company and all other non-waiving Shareholders, then such waiver shall be binding upon all of the Shareholders.

ARTICLE 6 TERMINATION OF AGREEMENT

6.1 Amendments. This Agreement may only be amended by an instrument in writing duly executed by the Company and Shareholders holding not less than 60% of the Common Shares (calculated on a Fully Converted Basis) that are subject to this Agreement, and any amendment so made shall be binding upon all of the parties to this Agreement, provided however: (a) if the amendment affects rights, restrictions and obligations of the Shareholders only, the Company need not execute the amendment instrument; and (b) any amendment materially or adversely affects the rights of one Shareholder vis-a-vis the other Shareholders shall also require the written consent of such Shareholder.

6.2 Termination Events. This Agreement shall terminate, if: (a) the Shareholders holding not less than 60% of the Common Shares (calculated on a Fully Converted Basis) that are subject to this Agreement agree in writing to terminate this Agreement; (b) the Company is dissolved, liquidated or formally wound-up; (c) upon the consummation of a Drag Along transaction or (d) upon an IPO.

6.3 Surviving Obligations. The termination of this Agreement shall not affect the right of any party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof or affect any other rights or obligations which arose hereunder in respect of matters occurring prior to or concurrent with such termination.

6.4 Endorsement on Share Certificates. Any and all certificates representing Shares now or hereafter owned by Shareholders during the currency of this Agreement (whether such Shares are issued initially or following a Transfer or otherwise) shall have endorsed thereon a legend which is substantially similar to the following:

"The securities represented by this certificate are subject to the provisions of a Shareholders' Agreement dated for reference October 31, 2017, as amended, restated or replaced from time to time, and such securities are not transferable on the books of the Company except in accordance and compliance with the terms and conditions of such Agreement."

6.5 No Partnership. Nothing in this Agreement or in the relationship of the parties hereto shall be construed as in any sense creating a partnership among or between the parties or as giving to any party any of the rights or subjecting any party to any of the creditors of the other party.

6.6 Share Reorganizations. The provisions of this Agreement relating to Equity Securities shall also apply, with the necessary changes, to the following:

- (a) any shares or securities into which such Equity Securities may be converted, changed, reclassified, redivided, redesignated, redeemed, subdivided or consolidated;
- (b) any shares or securities that are received by the shareholders of the Company as a stock dividend or distribution payable in Shares or securities of the Company; and

- (c) any shares or securities of the Company or of any successor or continuing Company to the Company that may be received by the shareholders of the Company on a reorganization, amalgamation, consolidation or merger or otherwise.

6.7 Assignment. A party cannot assign this Agreement without the prior written consent of the Company. Any attempt by a party to assign any of the rights or to delegate any of the duties or obligations of this Agreement without such prior written consent is void.

6.8 Further Assurances. Each of the parties shall promptly execute and deliver to the other at the cost of the other such further documents and assurances and take such further actions as the other may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies intended to be created in favour of the other.

6.9 Notices. All notices under this Agreement shall be in writing and shall be deemed given when delivered personally or by courier. All notices to a party shall be sent to the address listed on Schedule A of this Agreement. Each party may amend its address for delivery by providing a written notice to the other parties.

6.10 Severability. If there is a final judicial or arbitral determination that any term or provision of this Agreement is illegal, invalid or unenforceable in any jurisdiction, then: (a) the illegality, invalidity or unenforceability of that term or provision shall not affect the legality, validity or enforceability of that term or provision in any other jurisdiction; (b) all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to either party; and (c) if the economic or legal substance of this Agreement is affected in any manner materially adverse to either party, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms and provisions of this Agreement remain as originally contemplated to the fullest extent possible.

6.11 Waivers. No failure or delay on the part of either party in exercising any power or right under this Agreement will operate as a waiver of such power or right. No single or partial exercise of any power or right under this Agreement will preclude any further or other exercise of such power or right. No modification or waiver of any provision of this Agreement and no consent to any departure by either party from any provision of this Agreement will be effective until the same is in writing. Any such waiver or consent will be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on either party in any circumstances will entitle such party to any other or further notice or demand in similar or other circumstances.

6.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia, without regard to the conflict of law rules of British Columbia. The parties irrevocably submit to and accept generally and unconditionally the exclusive jurisdiction of the courts and appellate courts of British Columbia with respect to any legal action or proceeding which may be brought at any time relating in any way to this Agreement.

6.13 Counterparts. This Agreement may be executed in counterparts, with the same effect as if both parties had signed the same document. Each counterpart may be delivered by any means of electronic communication capable of producing a printed copy. Each counterpart so delivered shall be deemed an original and all counterparts together shall form one and the same document.

6.14 Entire Agreement. This Agreement and any other agreement referred to in this Agreement comprise the entire agreement between the parties in connection with the subject matter of this Agreement, and supersede all previous proposals, negotiations, promises, agreements, conditions, representations and warranties with respect to the subject matter of this Agreement. There are no representations, warranties, terms, conditions,

undertakings or collateral agreements express or implied between the parties other than as expressly set out in this Agreement.

6.15 Interpretation. Nothing in this Agreement shall make or be construed to make the Company and the Founder partners or agents of each other or to create any other relationship by which the acts of either party may bind the other or result in any liability to the other. Time shall be of the essence of this Agreement and of the transactions contemplated by this Agreement. Unless otherwise specified all sums of money expressed in this Agreement are in the lawful money of Canada. The headings and captions of sections contained in this Agreement are all inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

6.16 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives as of the date first set out above:

Blueprint Reality Inc.

Per:



Authorized Signatory

Tarrnie Williams

Name

Director

Title

SIGNED, SEALED AND DELIVERED by Tarnie
Williams in the presence of:

Witness

Todd Buchanan

Name of Witness

5592 Sans Souci Road

Address

Halfmoon Bay, BC

Consultant

Occupation



TARRNIE WILLIAMS

SIGNED, SEALED AND DELIVERED by Ben Sheftel
in the presence of:

Witness

Todd Buchanan

Name of Witness

5593 Sans Souci Road

Address

Halfmoon Bay, BC

Consultant

Occupation



BEN SHEFTEL

SCHEDULE "A"

EQUITY SECURITIES

Shareholder	Number of Common Shares	Type and Number of Other Equity Securities	Initial Amount of Shareholder Loan
TARRNIE WILLIAMS	40,000,000		
BEN SHEFTEL	10,000,000		
TOTAL	50,000,000¹		

¹ Shareholders and number of outstanding common shares of the Company as at October 31, 2016.

SCHEDULE "B"

FORM OF ACCESSION AGREEMENT

BLUEPRINT REALITY INC.
(the "Company")

ADDENDUM TO SHAREHOLDERS' AGREEMENT

TO: The Company

Reference is made to the Shareholders' Agreement (the "**Shareholders' Agreement**") dated for reference as of the 31st day of October, 2016 among the Company and the Shareholders (as defined in the Shareholders' Agreement) as amended from time to time.

_____ (the "**New Shareholder**") is the owner of _____ Shares in the capital of the Company and has made a request to the Company to become a party to the Shareholders' Agreement as a Shareholder.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the New Shareholder, the New Shareholder hereby agrees to become a party to and to be bound by all of the terms and conditions of the Shareholders' Agreement as a Shareholder and upon execution of this Addendum will be entitled to all rights of and subject to all the duties of a Shareholder as if it had been an original signatory to the Shareholders' Agreement.

DATED: The ____ day of _____, 20____.

[Name of New Shareholder]

Per: _____
Authorized Signatory

Pursuant to Section 2.9 of the Shareholders' Agreement the Company hereby consents to the New Shareholder becoming a party to the Shareholders' Agreement.

BLUEPRINT REALITY INC.

Per: _____
President & CEO

APPENDIX 2 – SUBSCRIPTION AGREEMENT

(attached – this page intentionally left blank)

SUBSCRIPTION FOR COMMON SHARES

TO: BLUEPRINT REALITY INC. (the “Corporation”)

The undersigned (the “**Purchaser**”) hereby irrevocably subscribes for and agrees to purchase from the Corporation that number of “Units” set out below, with each Unit consisting of one common share of the Corporation (the “**Share**”) and one warrant to purchase a Share (the “**Warrant**”). Each Warrant will entitle the Purchaser to purchase an additional Share at a price of CAN \$0.15 (fifteen cents) and will be exercisable until May 31, 2018. The Units have an aggregate subscription price of CAN \$0.15 (fifteen cents) per Unit as set out below and are subject to the terms and conditions set out in this subscription agreement (the “**Subscription Agreement**”).

The Purchaser agrees to be bound by the terms and conditions set forth in this Subscription Agreement including without limitation the representations, warranties and covenants set forth in the applicable schedules attached thereto. The Purchaser further agrees, without limitation, that the Corporation may rely upon the Purchaser’s representations, warranties and covenants contained in such documents.

All Purchasers must complete and duly sign the Schedule A – Risk Acknowledgement.

Purchasers resident in Alberta, Saskatchewan, New Brunswick, Nova Scotia or Ontario must complete Schedule 1 – Classification of Investors under the Offering Memorandum Exemption and Schedule 2 – Investment Limits under the Offering Memorandum Exemption.

Purchasers resident in Manitoba who are subscribing for Shares with an aggregate Subscription Price of more than C\$10,000 must complete Schedule 1 – Classification of Investors under the Offering Memorandum Exemption.

Purchasers resident in Alberta, Manitoba, Saskatchewan, New Brunswick, Nova Scotia or Ontario must also complete Schedule 3 (Accredited Investor Certificate) if the Purchaser is an “Eligible Investor” due to its status as an “Accredited Investor”.

All Purchasers must complete and duly sign Schedule 4 – Form of Accession Agreement attached to the Shareholders’ Agreement as Schedule B.

DATED this _____ day of _____, 2017

Number of Units: _____ x CAN\$0.15

=

Aggregate Subscription Price: _____
(the “Subscription Price”)

Name of Purchaser (please print)

Purchaser’s Residential or Head Office Address

by:

Official Capacity or Title (please print)

Purchaser’s Telephone Number

Purchaser’s email address

Authorized Signature

Witness (if Purchaser is an individual)

(Print name of individual whose signature appears above
if different than the name of the Purchaser)

Print Name of Witness

Registration Instructions:

☐ Check if same as above

Delivery Instructions:

☐ Check if same as above

Name

Name

Account reference, if applicable

Account reference, if applicable

Address

Address

Telephone Number

Fax Number

Telephone Number

Fax Number

Contact Name

Contact Name

(If space is inadequate, please attach a schedule
containing the necessary information.)

Additional Information**Purchaser's Present Holdings:**

The Purchaser represents that securities (including shares, bonds and any warrants, options or other convertible securities) of the Corporation presently owned (beneficially, directly or indirectly) by the Purchaser or over which the Purchaser exercises control or direction, are as follows (***please indicate "nil" if you (or the beneficial purchaser, if applicable) do not currently own or control any securities of the Corporation***):

Type of Securities Presently Owned	Number or Amount

The Purchaser represents that the Purchaser is ____ or is not ____ (check one) an Insider as such term is defined in the *Securities Act* (British Columbia).

The Purchaser represents that the Purchaser is ____ or is not ____ (check one) a "Registrant", as such term is defined in the *Securities Act* (British Columbia).

1. **Offering and Subscription.** The Units being subscribed for hereunder form part of a larger offering (the “**Offering**”) of Units and Shares at a purchase price of CAN\$ 0.15 per Unit. The Purchaser acknowledges and understands that the Units subscribed for hereunder constitute a portion only of the aggregate number of Units that are being offered for sale pursuant to the Offering. It is anticipated that 3,350,000 Units and an additional 4,650,000 Shares will be issued at a purchase price of CAN \$0.15 for an aggregate subscription price of up to CAN \$1,200,000 which are to be sold by the Corporation by private placement. The Corporation expects that the Offering may occur in multiple tranches throughout 2017 and 2018. By executing this Subscription Agreement, the Purchaser irrevocably offers to purchase from the Corporation, as one of such purchasers, that number of the Units set forth on the first page hereof at the Subscription Price, subject to the terms and conditions set out herein. The Purchaser acknowledges that the offer is subject to: (a) the acceptance of this subscription by the Corporation, (b) the payment of the Subscription Price by the Purchaser, (c) receipt of all necessary regulatory approvals, and (d) certain other terms and conditions as set forth herein.

Upon the Corporation’s acceptance of this subscription, this Subscription Agreement will constitute an agreement for the purchase by the Purchaser from the Corporation and for the Corporation to issue and sell to the Purchaser, the number of Units set forth on the first page hereof at the Subscription Price on the terms and conditions set forth herein. The closing of the Offering (the “**Closing**”) is subject to and will occur in accordance with the terms and conditions set forth herein and the receipt of any necessary regulatory approvals.

2. **Purchaser’s Representations, Warranties and Covenants.** By executing this Subscription Agreement, the Purchaser represents, warrants and covenants (on its own behalf and, if applicable, on behalf of those (including each beneficial purchaser, if any) for whom the Purchaser is subscribing hereunder) to and with the Corporation (and acknowledges that the Corporation is relying thereon) that:

- (a) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent, was offered the Units in, and is resident in the province or jurisdiction set out on the first or second page of this Subscription Agreement as the “Purchaser’s Residential or Head Office Address”, which address is the Purchaser’s residence or place of business and was not created and is not used solely for the purpose of acquiring the Shares;
- (b) if the Purchaser is resident in Alberta, Saskatchewan, New Brunswick, Nova Scotia or Ontario then the Purchaser has read, understood and duly completed Schedules 1 and 2 and has not exceeded any of the investment limits as set out therein;
- (c) if Purchaser of Manitoba and is purchasing Units with an aggregate value of over C\$10,000, then the Purchaser is an “eligible investor” as set out in Schedule 1;
- (d) if the Purchaser is an “accredited investor” as set out in Schedule 3 then the Purchaser is:
 - (i) purchasing the Units as principal for its own account, not for the benefit of any other person;
 - (ii) deemed to be purchasing the Units as principal for its own account pursuant to applicable securities laws; or
 - (iii) purchasing the Units as agent or trustee for a beneficial purchaser and each such beneficial purchaser for whom it may be acting is purchasing the Units as principal for its own account, not for the benefit of any other person.
- (e) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent:
 - (i) is not, and is not purchasing Units, Shares or Warrants for the account or benefit of, a person in the United States or a U.S. Person (as that term is defined in Regulation S (“**Regulation S**”) under the *United States Securities Act* of 1933 (the “**1933 Act**”) or for resale in the United States (as “**United States**” is defined in Regulation S);
 - (ii) was not offered the Units, Shares or Warrants in the United States;

- (iii) at the time the purchase order originated, was outside the United States, and did not execute or deliver this Subscription Agreement or related documents in the United States; and
 - (iv) acknowledges that the Units, Shares and Warrants have not been, nor will they be, registered under the 1933 Act or the securities laws of any state in the United States, and may not be offered or sold in the United States or to a U.S. Person, without registration or an exemption from registration under the 1933 Act and applicable state securities laws and agrees not to offer or sell the Units, Shares or Warrants in the United States or to a U.S. Person, without registration or an exemption from registration under the 1933 Act and applicable state securities laws and the Corporation has no obligation or present intention of filing a registration statement under the 1933 Act in respect of the Units, Shares or Warrants;
- (f) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent:
- (i) received a copy of this Subscription Agreement and confirms that the Purchaser has thoroughly read the Subscription and understands the nature of the proposed investment in Units of the Corporation and the risks involved in the proposed investment;
 - (ii) has delivered a signed Risk Acknowledgement in the form contained in Schedule "A" to this Subscription Agreement;
 - (iii) if applicable, completed and duly executed Classification of Investors under the Offering Memorandum Exemption form (Schedule 1) and Investment Limits under the Offering Memorandum Exemption form (Schedule 2) and, if applicable, an Accredited Investor Certificate in the form set out in Schedule 3;
 - (iv) has delivered a fully executed Form of Accession Agreement in the form attached to the Shareholder's Agreement, as amended from time to time, as set out in Schedule 4 to this Subscription Agreement, if the Purchaser is not already a party thereto; and
 - (v) is purchasing the Units as principal for its own account, not for the benefit of any other person;
 - (vi) other than the Offering Memorandum, has not requested access to and does not need to receive any other information concerning the Corporation;
 - (vii) in making its decision to execute this Subscription Agreement and purchase Units, has relied solely upon this Subscription Agreement, and the Purchaser's decision has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Corporation or any employee, agent or affiliate of, or any other person associated with, the Corporation;
- (g) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent is purchasing the Units, Shares or Warrants as principal for its own account for investment only and not with a view to resale or distribution of all or any of the Units, Shares or Warrants;
- (h) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent has not been created solely or used solely to purchase or hold securities of the Corporation that are offered or sold without the use of a prospectus by the Corporation in reliance on a prospectus exemption, including without limitation the accredited investor exemption under applicable securities legislation, it pre-existed the offering of Units and has a bona fide purpose other than investment in the Units;
- (i) this Subscription Agreement has been duly and validly authorized, executed and delivered by, and constitutes a legal, valid, binding and enforceable obligation of, the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting

the enforcement of creditor rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in proceedings in equity or at law);

- (j) if the Purchaser is a corporation, it is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this subscription and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof, or, if it is a partnership, syndicate, trust, or other form of unincorporated organization or an individual, it has the necessary legal capacity and authority to execute and deliver this subscription and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof;
- (k) if the Purchaser is an individual, it has attained the age of majority and is legally competent to execute this Subscription Agreement and to take all actions required pursuant hereto;
- (l) if the Purchaser is acting as trustee or agent on behalf of a beneficial purchaser, the Purchaser is the duly authorized trustee or agent of such beneficial purchaser with due and proper power and authority to execute and deliver, on behalf of each such beneficial purchaser, this Subscription Agreement and all other documentation in connection with the purchase of the Units hereunder, to agree to the terms and conditions herein and therein set out and to make the representations, warranties, acknowledgements and covenants herein and therein contained, all as if each such beneficial purchaser were the Purchaser and the Purchaser's actions as trustee or agent are in compliance with applicable law and the Purchaser acknowledges that the Company is required by law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Units for whom it may be acting;
- (m) if the Purchaser is purchasing as an agent or trustee for accounts that are fully managed by it, the Purchaser acknowledges that since it is deemed to be purchasing securities as principal under applicable securities legislation it is bound by the provisions of such legislation as though it were the sole beneficial owner of the said securities, and the Purchaser undertakes to comply with all provisions of the applicable securities legislation relating to ownership of, and trading in, securities;
- (n) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms and provisions of any law applicable to the Purchaser or any beneficial purchaser, if any, for whom it is acting as trustee or agent of its constituting documents, or of any agreement to which it is a party or by which it is bound;
- (o) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent acknowledges that in connection with the purchase hereunder it has received no advice as to tax or legal ramifications of this Subscription Agreement from the Corporation and has been advised to seek independent advice from its legal, accounting and tax advisors prior to entering into this Subscription Agreement and that it may be subject to tax respecting the Shares;
- (p) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent is an investor who, by virtue of his net worth and investment experience or by virtue of consultation with or advice from a person who is not an insider of the Corporation, but who is a registered advisor or registered dealer, is able to evaluate the merits and risks of investment in the Units and is able to bear the economic risk of loss of such investment;
- (q) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent acknowledges that there is no market for the Units, Shares or Warrants and that no market for such Units, Shares or Warrants may ever exist;
- (r) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent has been independently advised as to the applicable hold period imposed in respect of the Units, Shares and Warrants, which could be indefinite in practical terms, and confirms that no representation has been made respecting the applicable resale restrictions including hold periods for the Units, Shares and Warrants, and is aware of the risks and other characteristics of the Units, Shares and Warrants;

- (s) other than the Offering Memorandum dated **November 20, 2017** and this Subscription Agreement, (collectively, the “Disclosure Documents”) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent has not received, nor has it requested, nor does it have any need to receive, any document or other information describing or purporting to describe the business and affairs of the Corporation, nor has any such document been prepared for delivery to, or review by, prospective purchasers in order to assist the Purchaser in making an investment decision in respect of the Units;
- (t) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent has relied solely upon the Disclosure Documents concerning and issued by the Corporation and not upon any verbal or other written representation as to fact or otherwise made by or on behalf of the Corporation or any employees, agents or affiliates of, or any other person associated with, the Corporation;
- (u) other than the contents of the Disclosure Documents, the Units are not being purchased by the Purchaser and any beneficial purchaser, if any, for whom it is acting as trustee or agent as a result of any verbal or written representation as to fact or otherwise (including that any person will resell or repurchase the Units, Shares or Warrants or refund all or any of the purchase price of the Units, Shares or Warrants other than in accordance with their terms, that the Units, Shares or Warrants will be listed and posted for trading on a stock exchange or that application has been made for such a listing or as to the future price or value of the Units, Shares or Warrants) made by or on behalf of the Corporation or any other person;
- (v) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent acknowledges that because this subscription is being made pursuant to prospectus exemptions available under applicable securities laws:
 - (i) it is restricted from using certain of the civil remedies available under the applicable securities laws;
 - (ii) it may not receive information that might otherwise be required to be provided to it under the applicable securities laws if the exemptions were not being used; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under the applicable securities laws if the exemptions were not being used;
- (w) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent:
 - (i) acknowledges that the Units, Shares and Warrants purchased hereunder are subject to resale restrictions imposed under applicable securities laws and the rules of regulatory bodies having jurisdiction and may not be sold, transferred, hypothecated or otherwise traded until the expiry of such hold period except as permitted by applicable securities legislation and stock exchange rules;
 - (ii) acknowledges that a legend will be placed on the certificates representing the Units, Shares and Warrants to the effect that the securities represented by the certificates are subject to a hold period and may not be traded until the expiry of such hold period except as permitted by applicable securities legislation and stock exchange rules and may bear legends substantially in the following form and with the necessary information inserted:
“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) [INSERT THE DISTRIBUTION DATE], AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”
 - (iii) acknowledges that it has been advised by the Corporation that it should consult its own legal advisor before disposing of all or any part of any of the Units, Shares or Warrants

that may be issued to the Purchaser pursuant to this Subscription Agreement to avoid breach of relevant securities legislation and stock exchange rules; and

- (iv) agrees not to resell the Units, Shares or Warrants, except in accordance with the provisions of applicable securities legislation and stock exchange rules;
- (x) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent acknowledges that:
 - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units, Shares or Warrants;
 - (ii) there is no government or other insurance covering the Units, Shares or Warrants;
 - (iii) there are risks associated with the purchase of the Units, Shares and Warrants;
 - (iv) there are restrictions on its ability to resell the Units, Shares and Warrants and it is its responsibility to find out what those restrictions are and to comply with them before selling the Units, Shares or Warrants; and
 - (v) it has been advised by the Corporation that the Corporation is relying on an exemption from the requirements to provide it with a prospectus and, where applicable, to sell securities through a person registered to sell securities under applicable securities legislation and, as a consequence of acquiring the Units, Shares or Warrants pursuant to this exemption, certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages, will not be available to it;
- (y) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents required by applicable securities legislation, policy or order or by any securities commission, stock exchange or other regulatory authority with respect to the issue of the Units, Shares or Warrants;
- (z) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent is not acting jointly or in concert with another person or is bound by or subject to any agreement, commitment or understanding, whether formal or informal, with any other person relating to the voting rights attached to the Units, Shares or Warrants to be purchased hereunder or in connection with the purchase hereunder;
- (aa) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent is not a “control person” of the Corporation, as that term is defined in applicable securities laws, and will not become a “control person” of the Corporation by virtue of the purchase of Units, Shares or Warrants under this Subscription Agreement and does not act or intend to act jointly or in concert with any other person to form a control group in respect of the Corporation; and
- (bb) the funds representing the aggregate Subscription Price in respect of the Units, Shares and Warrants which will be advanced by the Purchaser to the Corporation hereunder will not represent proceeds of crime for the purpose of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “PCMLTF Act”), and the Purchaser acknowledges that the Corporation may in the future be required by law to disclose the Purchaser’s name and other information relating to this Subscription Agreement and the Purchaser’s subscription hereunder, on a confidential basis, pursuant to the PCMLTF Act; to the best of the Purchaser’s knowledge, none of the subscription funds to be provided hereunder: (i) have been or will be obtained or derived, directly or indirectly, from or related to any activity that is deemed illegal under the laws of Canada or the United States or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Purchaser. The Purchaser shall promptly notify the Corporation if the Purchaser discovers that any such representation ceases to be true, and shall provide the Corporation with appropriate information in connection therewith.

The Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent agrees that the above representations, warranties and covenants will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the purchase of the Units hereunder and shall continue in full force and effect notwithstanding any subsequent disposition of the Units, Shares or Warrants.

3. **Acknowledgements and Indemnity.** The representations, warranties and covenants contained herein (including those made in any Schedules attached hereto) are made by the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent with the intent that they be relied upon by the Corporation in determining the eligibility of the Purchaser as a purchaser of Units. The Purchaser undertakes to notify the Corporation immediately of any change in any representation, warranty or other information relating to the Purchaser set forth herein (including those made in any Schedules attached hereto) which takes place prior to the Closing Time.

The Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent agrees to indemnify and hold harmless the Corporation and its directors, officers, employees, agents, legal and other advisers and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation, warranty or covenant of the Purchaser contained herein or in any document furnished by the Purchaser to the Corporation in connection herewith being untrue in any material respect or any breach of or failure to comply with a covenant by the Purchaser contained herein or in any document furnished by the Purchaser to the Corporation in connection herewith.

4. **Delivery of Subscription Agreement and Payment.** The Purchaser agrees to deliver to the Corporation as soon as possible and, in any event, no later than 11:00 a.m. (Vancouver time) on the day which is two business days before the Closing Date, the following:

- (a) this completed and duly executed Subscription Agreement;
- (b) a fully executed Risk Acknowledgement in the form attached hereto as Schedule "A";
- (c) if applicable, a completed and duly executed Classification of Investors under the Offering Memorandum Exemption form as attached as Schedule 1 and an Investment Limits under the Offering Memorandum Exemption form as attached as Schedule 2 and, if applicable, an Accredited Investor Certificate in the form set out in Schedule 3;
- (d) a fully executed Form of Accession Agreement in the form contained in the Shareholders' Agreement set out in Schedule "4" to this Subscription Agreement, if the Purchaser is not already a party thereto;
- (e) a certified cheque, bank draft or wire transfer made payable to "BLUEPRINT REALITY INC." on or before the Closing Date (or such other date as the Corporation may advise) representing the Subscription Price payable by the Purchaser for the Units, or such other method of payment of the same amount against delivery of the Purchaser's Units as the Corporation may accept; and
- (f) such other documents as may be required as contemplated herein or required under applicable securities legislation or stock exchange rules.

The Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent acknowledges and agrees that such other documents, when executed and delivered by the Purchaser will form part of and will be incorporated into this Subscription Agreement with the same effect as if each constituted a representation and warranty or covenant of the Purchaser hereunder in favour of the Corporation and agrees that such representations, warranties and covenants will be true and correct both as of the execution of this subscription and as of the Closing Time and will survive the purchase of the Units hereunder and shall continue in full force and effect notwithstanding any subsequent disposition of the Units, Shares or Warrants. The Purchaser consents to the filing of any such documents as may be required to be filed with any securities regulatory authority or stock exchange in connection with the transactions contemplated hereby.

5. **Closing.** Subject to the terms and conditions herein, the Closing of the Offering will occur at suite 101 – 1715 Cook Street, Vancouver, BC or at such other place as the Corporation may decide, at 11:00 a.m. (Vancouver time) (the “**Closing Time**”), on such date or dates as the Corporation may determine in its sole discretion (each a “**Closing Date**”).

6. **Costs.** All costs and expenses incurred by the Purchaser (including any fees and disbursements of any counsel obtained by it) relating to the sale of the Shares hereunder shall be borne by the Purchaser.

7. **Acceptance of Subscription.** This subscription may be accepted in whole or in part by the Corporation and the right is reserved to the Corporation to allot to any Purchaser less than the amount of Units subscribed for. The sale and delivery of the Units to the Purchaser are conditional upon such sale being exempt from the requirement to file a prospectus under any applicable securities laws relating to the sale of the Units, Shares or Warrants.

8. **Confidentiality and Privacy.** The Purchaser acknowledges and consents to the fact that the Corporation is collecting personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time) of the Purchaser (collectively “Personal Information”), for the purpose of completing this Subscription Agreement. The Purchaser acknowledges and consents to the Corporation retaining such Personal Information for as long as permitted or required by law or business practices. The Purchaser agrees and acknowledges that the Corporation may use and disclose such Personal Information for:

- (a) internal use with respect to managing the relationships between and contractual obligations of the Corporation and the Purchaser;
- (b) use and disclosure for income tax-related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;
- (c) disclosure to professional advisers of the Corporation in connection with the performance of their professional services;
- (d) disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trade or similar regulatory filings;
- (e) disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (f) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Purchaser’s prior written consent;
- (g) disclosure to a court determining the rights of the parties under this Subscription Agreement; and
- (h) use and disclosure as otherwise required or permitted by law.

In addition, the Purchaser further acknowledges and consents to the fact that the Corporation may be required to provide any one or more of the Canadian securities regulators, stock exchanges or other regulatory agencies, the Canada Revenue Agency or the Corporation’s registrar and transfer agent with any Personal Information provided by it in this Agreement, and may make any other filings of such Personal Information as the Corporation and its counsel deem appropriate, and the Purchaser hereby consents to and authorize the foregoing use and disclosure of such Personal Information and agrees to provide, on request, all particulars required by the Corporation in order to comply with the foregoing.

The Purchaser hereby authorizes the indirect collection of Personal Information (including name, address and telephone number) by Provincial Securities Commission(s), and consent to the disclosure of such information to the public through the filing of a report of trade, and confirm receipt of notification by the Corporation that:

- (a) the Corporation will be delivering the Personal Information to Provincial Securities Commission(s);
- (b) such Personal Information is being collected indirectly by Provincial Securities Commission(s) under the authority granted to it in applicable securities laws;
- (c) such Personal Information is being collected for the purposes of the administration and enforcement of applicable securities laws; and
- (d) the title, business address and business telephone number of the public official in the specific Province, who can answer questions about Provincial Securities Commission(s) indirect collection of the Personal Information is as follows:

Alberta Securities Commission
Telephone: (403) 297-6454
www.albertasecurities.com

British Columbia Securities Commission
Telephone: (604) 899-6854
Toll free in Canada: 1-800-373-6393
www.bcsc.bc.ca

The Manitoba Securities Commission
Telephone: (204) 945-2548
Toll free in Manitoba: 1-800-655-5244
www.mbsecurities.ca

New Brunswick - Financial and Consumer Services Commission
Telephone: (506) 658-3060
Toll free in New Brunswick: 1-866-933-2222
www.fcnb.ca

Newfoundland and Labrador
Office of the Superintendent of Securities
Service Newfoundland and Labrador
Telephone: (709) 729-4189
www.servicenl.gov.nl.ca/securities

Northwest Territories
Office of the Superintendent of Securities
Telephone: (867) 920-3318
www.justice.gov.nt.ca

Nova Scotia Securities Commission
Telephone: (902) 424-7768
Toll free in Nova Scotia: 1-855-424-2499
www.nssc.novascotia.ca

Nunavut
Department of Justice
Legal Registries Division
Telephone: (867) 975-6590
www.nunavutlegalregistries.ca

Ontario Securities Commission
Telephone: (416) 593-8314
Toll free in Canada: 1-877-785-1555
www.osc.gov.on.ca

Prince Edward Island
Office of the Superintendent of Securities
Consumer, Corporate and Insurance Services Division
Telephone: (902) 368-4569
www.gov.pe.ca/securities

Autorité des marchés financiers
Telephone: (514) 395-0337
Toll free: 1-877-525-0337
www.lautorite.qc.ca

Financial and Consumer Affairs Authority of Saskatchewan
Telephone: (306) 787-5645
www.fcaa.gov.sk.ca

Yukon
Office of the Yukon Superintendent of Securities
Government of Yukon, Department of Community Services
Telephone: (867) 667-5466

www.community.gov.yk.ca/corp/securities

9. **Execution of Subscription Agreement.** The Corporation shall be entitled to rely on delivery by facsimile machine or other electronic copy of an executed copy of this subscription, and acceptance by the Corporation of such facsimile or other electronic copy shall be equally effective to create a valid and binding agreement between the Purchaser and the Corporation in accordance with the terms hereof.

10. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

11. **English Language.** The Purchaser hereby acknowledges that it has consented that the Subscription Agreement and all documents evidencing or relating in any way to the purchase be drawn up in the English language only. Nous reconnaissons par les présentes avoir consenti que tous les documents faisant foi ou se rapportant de quelque manière à notre achat soient rédigés en anglais seulement.

12. **Governing Law.** The contract arising out of this Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to principles of conflicts of law. The Purchaser irrevocably attorns to the jurisdiction of the courts in the Province of British Columbia, with respect to matters arising out of this Subscription Agreement.

13. **Successors and Assigns.** The terms and conditions of this Subscription Agreement shall be binding upon and enure to the benefit of the Purchaser and the Corporation and their respective successors and assigns. Except as otherwise provided in this Subscription Agreement, this Subscription Agreement shall not be assignable or transferable by any party without the written consent of the other party hereto.

14. **Entire Agreement and Headings.** This Subscription Agreement (including the schedules hereto) contains the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein. This Subscription Agreement may be amended or modified in any respect by written instrument only. The headings contained herein are for convenience only and shall not affect the meanings or interpretation hereof.

15. **Interpretation.** Unless the context requires otherwise, words importing the singular include the plural and vice versa, and words importing gender include any gender.

Each of the terms “including”, “include” and “includes”, when used in this Subscription Agreement, is not limiting whether or not non-limiting language (such as “without limitation”, “without limiting the foregoing”, “but not limited to” or words of similar import) is used with reference thereto.

The expressions “herein”, “hereto”, “hereof”, “hereby”, “hereunder” and other similar terms refer to this Subscription Agreement as a whole, together with the schedules and any amendments hereto, and not just to the particular section in which those words appear.

16. **Survival.** This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent notwithstanding the completion of the purchase of the Units by the Purchaser pursuant hereto, the completion of the Offering and any subsequent disposition by the Purchaser of the Units, Shares or Warrants.

17. **Right to Cancel Subscription.** The Purchaser shall have the right to cancel this Subscription Agreement to purchase the Units. To do so, you must send a notice to us by midnight on the 2nd business day after you sign this Subscription Agreement to buy the Units.

18. **Statutory References.** Any reference to a statute or enactment herein is a reference to a statute or enactment as amended.

19. **Time of Essence.** Time shall be of the essence in this Subscription Agreement.

20. **Notices.** Any notice or other communication to be given hereunder shall, in the case of notice to be given to the Corporation, be addressed to:

Blueprint Reality Inc.
#101-1715 Cook Street, Vancouver, BC V5Y 3J6 Canada
Attention: Tarrnie Williams Jr.

For information regarding the Corporation and this Subscription Agreement

Contact: Tarrnie Williams Jr.
Email: tarrnie@blueprintreality.com

Telephone: +1-604-773-4431

and, in the case of notice to be given to the Purchaser be addressed to the address provided on the first two pages of this Subscription Agreement by the Purchaser. Any such notice or other communication shall be in writing and may be given by facsimile or delivery, and shall be deemed to have been given 12 hours after being faxed or upon receipt by a responsible officer of the addressee if delivered.

21. **Regulatory Approval.** Without limitation, this Agreement and the transactions contemplated hereby are conditional upon and subject to regulatory approval.

22. **Effective Date.** This Subscription Agreement is intended to and shall take effect on the date the Subscription Agreement was accepted by the Corporation below, notwithstanding the actual date of execution or delivery by the Purchaser.

(The balance of this page left intentionally blank)

ACCEPTANCE

The foregoing is acknowledged, accepted and agreed to this _____ day of _____, 2017.

BLUEPRINT REALITY INC.

Per: _____
Authorized Signatory

SCHEDULE "A"
Form 45-106F4
Not Registered

WARNING

Risk Acknowledgement

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing CAD\$ _____ [total consideration] in total; this includes any amount I am obliged to pay in future. Blueprint Reality Inc. will pay CAD\$ _____ [amount of fee or commission] of this to _____ [name of person selling the securities] as a fee or commission.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date

Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

You have 2 business days to cancel your purchase

To do so, send a notice to Blueprint Reality Inc. stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to Blueprint Reality Inc. at its business address. Keep a copy of the notice for your records.

Issuer Name and Address:

Blueprint Reality Inc.

#101-1715 Cook Street,

Vancouver, BC V5Y 3J6 Canada

Contact: Tarrnie Williams

Email: tarrnie@blueprintreality.com

Telephone: +1-604-773-4431

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an Issuer wants to sell *exempt market securities* to you:

- the Issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

You will receive an offering memorandum Read the offering memorandum carefully because it has important information about the Issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

You will not receive advice

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from a registered adviser or registered dealer. In Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Québec, Saskatchewan and Yukon to qualify as an eligible investor, you may be required to obtain that advice.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The Issuer of your securities is a non-reporting issuer

A *non-reporting issuer* does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

For more information on the exempt market, call your local securities regulatory authority or regulator.

British Columbia Securities Commission

Telephone: (604) 899-6500

Toll free in British Columbia and Alberta 1-800-373-6393

www.bcsc.ca

Alberta Securities Commission

Telephone: (403) 297-6454

www.albertasecurities.com/

[Instruction: The purchaser must sign 2 copies of this form. The Purchaser and the Issuer must each receive a signed copy.]

SCHEDULE "A"
Form 45-106F4
Not Registered

WARNING

Risk Acknowledgement

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing CAD\$_____ [total consideration] in total; this includes any amount I am obliged to pay in future. Blueprint Reality Inc. will pay CAD\$_____ [amount of fee or commission] of this to _____ [name of person selling the securities] as a fee or commission.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date

Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

You have 2 business days to cancel your purchase

To do so, send a notice to Blueprint Reality Inc. stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to Blueprint Reality Inc. at its business address. Keep a copy of the notice for your records.

Issuer Name and Address:

Blueprint Reality Inc.

#101-1715 Cook Street,

Vancouver, BC V5Y 3J6 Canada

Contact: Tarrnie Williams

Email: tarrnie@blueprintreality.com

Telephone: +1-604-773-4431

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an Issuer wants to sell *exempt market securities* to you:

- the Issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

You will receive an offering memorandum Read the offering memorandum carefully because it has important information about the Issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

You will not receive advice

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from a registered adviser or registered dealer. In Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Québec, Saskatchewan and Yukon to qualify as an eligible investor, you may be required to obtain that advice.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The Issuer of your securities is a non-reporting issuer

A *non-reporting issuer* does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

For more information on the exempt market, call your local securities regulatory authority or regulator.

British Columbia Securities Commission

Telephone: (604) 899-6500

Toll free in British Columbia and Alberta 1-800-373-6393

www.bcsc.ca

Alberta Securities Commission

Telephone: (403) 297-6454

www.albertasecurities.com/

[Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.]

SCHEDULE "A"
Form 45-106F4
Registered

WARNING

Risk Acknowledgement

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing CAD\$_____ [total consideration] in total; this includes any amount I am obliged to pay in future. Blueprint Reality Inc. will pay CAD\$_____ [amount of fee or commission] of this to _____ [name of person selling the securities] as a fee or commission.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date

Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

You have 2 business days to cancel your purchase

To do so, send a notice to Blueprint Reality Inc. stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to Blueprint Reality Inc. at its business address. Keep a copy of the notice for your records.

Issuer Name and Address:

Blueprint Reality Inc.

#101-1715 Cook Street,

Vancouver, BC V5Y 3J6 Canada

Contact: Tarrnie Williams

Email: tarrnie@blueprintreality.com

Telephone: +1-604-773-4431

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an Issuer wants to sell *exempt market securities* to you:

- the Issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

You will receive an offering memorandum Read the offering memorandum carefully because it has important information about the Issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

You will not receive advice

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from a registered adviser or registered dealer. In Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Québec, Saskatchewan and Yukon to qualify as an eligible investor, you may be required to obtain that advice.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The Issuer of your securities is a non-reporting issuer

A *non-reporting issuer* does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

For more information on the exempt market, call your local securities regulatory authority or regulator.

British Columbia Securities Commission

Telephone: (604) 899-6500

Toll free in British Columbia and Alberta 1-800-373-6393

www.bcsc.ca

Alberta Securities Commission

Telephone: (403) 297-6454

www.albertasecurities.com/

[Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.]

SCHEDULE "A"
Form 45-106F4
Registered

WARNING

Risk Acknowledgement

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing CAD\$_____ [total consideration] in total; this includes any amount I am obliged to pay in future. Blueprint Reality Inc. will pay CAD\$_____ [amount of fee or commission] of this to _____ [name of person selling the securities] as a fee or commission.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date

Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

You have 2 business days to cancel your purchase

To do so, send a notice to Blueprint Reality Inc. stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to Blueprint Reality Inc. at its business address. Keep a copy of the notice for your records.

Issuer Name and Address:

Blueprint Reality Inc.

#101-1715 Cook Street,

Vancouver, BC V5Y 3J6 Canada

Contact: Tarrnie Williams

Email: tarrnie@blueprintreality.com

Telephone: +1-604-773-4431

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an Issuer wants to sell *exempt market securities* to you:

- the Issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

You will receive an offering memorandum Read the offering memorandum carefully because it has important information about the Issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

You will not receive advice

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from a registered adviser or registered dealer. In Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Québec, Saskatchewan and Yukon to qualify as an eligible investor, you may be required to obtain that advice.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The Issuer of your securities is a non-reporting issuer

A *non-reporting issuer* does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this Issuer.

For more information on the exempt market, call your local securities regulatory authority or regulator.

British Columbia Securities Commission

Telephone: (604) 899-6500

Toll free in British Columbia and Alberta 1-800-373-6393

www.bcsc.ca

Alberta Securities Commission

Telephone: (403) 297-6454

www.albertasecurities.com/

[Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.]

Schedule 1
Classification of Investors Under the Offering memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 2 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario, Québec and Saskatchewan.

How you qualify to buy securities under the offering memorandum exemption
Initial the statement under A, B, C or D containing the criteria that applies to you. (You may initial more than one statement.) If you initial a statement under B or C, you are not required to complete A.

A. You are an eligible investor because:		Your initials
Eligible Investor	Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Your net income before taxes combined with your spouse's was more than \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)	

B. You are an eligible investor, as a person described in section 2.3 [<i>Accredited investor</i>] of NI 45-106 or, as applicable in Ontario, subsection 7.3(3) of the <i>Securities Act</i> (Ontario), because:		Your initials
Accredited Investor	Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	

	Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
	Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
	Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106, because:		Your initials
Family, Friends and Business Associates	<p>You are:</p> <p>1) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a founder of the issuer</p> <p>OR</p> <p>2) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p><input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p>	
	<p>You are a family member of _____</p> <p><i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse], who holds the following position at the issuer or an affiliate of the issuer: _____.</i></p> <p>You are the _____ of that person or that person's spouse. <i>[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]</i></p>	

	<p>You are a close personal friend of _____ [Instruction: Insert the name of your close personal friend], who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>	
	<p>You are a close business associate of _____ [Instruction: Insert the name of your close business associate], who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>	

D. You are not an eligible investor.		Your initials
Not an Eligible Investor	<p>You acknowledge that you are not an eligible investor.</p>	

Schedule 2
Investment Limits for Investors Under the Offering Memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 1 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario, Québec and Saskatchewan.

SECTION 1 TO BE COMPLETED BY THE PURCHASER
1. Investment limits you are subject to when purchasing securities under the offering memorandum exemption
<p>You may be subject to annual investment limits that apply to all securities acquired under the offering memorandum exemption in a 12 month period, depending on the criteria under which you qualify as identified in Schedule 1. Initial the statement that applies to you.</p>

A. You are an eligible investor.		Your initials
Eligible Investor	<p>As an eligible investor that is an individual, you cannot invest more than \$30,000 in all offering memorandum exemption investments made in the previous 12 months, unless you have received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule, that your investment is suitable.</p> <p>Initial one of the following statements:</p>	
	<p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$30,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	
	<p>You confirm that you received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule that the following investment is suitable.</p> <p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit in all offering memorandum exemption investments made in the previous 12 months of \$100,000.</p>	

B. You are an eligible investor, as a person described in section 2.3 [<i>Accredited investor</i>] of NI 45-106 or, as applicable in Ontario, subsection 7.3(3) of the <i>Securities Act</i> (Ontario).		Your initials
Accredited Investor	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.3 [<i>Accredited investor</i>], you are not subject to investment limits.	

C. You are an eligible investor, as a person described in section 2.5 [<i>Family, friends and business associates</i>] of NI 45-106.		Your initials
Family, Friends and Business Associates	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.5 [<i>Family, friends and business associates</i>], you are not subject to investment limits.	

D. You are not an eligible investor.		Your initials
Not an Eligible Investor	<p>You acknowledge that you cannot invest more than \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p> <p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	

SECTION 2 TO BE COMPLETED BY THE REGISTRANT	
2. Registrant information	
[Instruction: this section must only be completed if an investor has received advice from a portfolio manager, investment dealer or exempt market dealer concerning his or her investment.]	
First and last name of registrant (please print):	
Registered as: [Instruction: indicate whether registered as a dealing representative or advising representative]	
Telephone:	Email:
Name of firm: [Instruction: indicate whether registered as an exempt market dealer, investment dealer or portfolio manager.]	
Date:	

SCHEDULE 3

CERTIFICATE OF ACCREDITED INVESTOR

TO: BLUEPRINT REALITY INC. (the “Corporation”)

In connection with the proposed purchase of the Units (defined above), the undersigned represents and warrants that the undersigned has read the following definitions of an “accredited investor” as defined in National Instrument 45-106 – *Prospectus and Registration Exemptions* and certifies that the undersigned is: (a) purchasing the Units as principal for its own account and not for the benefit of another, or is deemed to be purchasing the Units as principal pursuant to applicable securities laws, and is an accredited investor as indicated below [check one or more] or, (b) purchasing the Units as agent or trustee for a disclosed beneficial purchaser (the “Disclosed Purchaser”), such Disclosed Purchaser is purchasing as principal for its own account and not for the benefit of another and each such Disclosed Purchaser is an accredited investor as indicated below [check one or more]:

- ☐ (a) a Canadian financial institution, or a Schedule III Bank;
- ☐ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- ☐ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- ☐ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
- ☐ (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- ☐ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- ☐ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec;
- ☐ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- ☐ (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), or a pension commission or similar regulatory authority of a jurisdiction of Canada;
- ☐ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000;

- ☐ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
- ☐ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;
- ☐ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements;
- ☐ (n) an investment fund that distributes or has distributed its securities only to (i) a person that is or was an accredited investor at the time of the distribution, (ii) a person that acquires or acquired securities pursuant to the Minimum Amount Investment exemption or the Additional Investment in Investment Funds exemption, or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities pursuant to the Investment Fund Reinvestment exemption;
- ☐ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
- ☐ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
- ☐ (q) a person acting on behalf of a fully managed account managed by that person, if that person (i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and (ii) in Ontario, is purchasing a security that is not a security of an investment fund;
- ☐ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- ☐ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) and paragraph (i) in form and function;
- ☐ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;
- ☐ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser; or
- ☐ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.

All dollar amounts referred to in this certificate are expressed in Canadian dollars.

For the purposes of this certificate:

- (a) A trust company or trust corporation described in paragraph (p) above, other than a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada, is deemed to be purchasing as principal; and
- (b) A person described in paragraph (q) above is deemed to be purchasing as principal.

For the purposes of this certificate, the following definitions apply:

“Additional Investment in Investment Funds exemption” refers to the following exemption:

- (a) The prospectus requirement does not apply to a distribution by an investment fund or the investment fund manager of the fund, of a security of the investment fund’s own issue to a security holder of the investment fund if
 - (i) the security holder initially acquired securities of the investment fund as principal for an acquisition cost of not less than \$150,000 paid in cash at the time of the distribution,
 - (ii) the distribution is in respect of a security of the same class or series as the securities initially acquired as described in subsection (i), and
 - (iii) the security holder, as at the date of the distribution, holds securities of the investment fund that have an acquisition cost of not less than \$150,000, or a net asset value of not less than \$150,000.

“bank” means a bank named in Schedule I or II of the *Bank Act* (Canada);

“Canadian financial institution” means

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central credit society for which an order has been made under section 473(1) of that Act, or
- (b) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

“control person” has the same meaning as in securities legislation;

“director” means

- (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“eligibility adviser” means a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed;

“executive officer” means, for an issuer, an individual who is

- (a) a chair, vice-chair or president,
- (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production,

- (c) performing a policy-making function in respect of the issuer;

“financial assets” means cash, securities or a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“foreign jurisdiction” means a country other than Canada or a political subdivision of a country other than Canada;

“founder” means, in respect of an issuer, a person who,

- (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (b) at the time of the trade is actively involved in the business of the issuer;

“fully managed account” means an account of a client for which a person makes the investment decision if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“investment fund” means a mutual fund or a non-redeemable investment fund, and, for greater certainty in British Columbia, includes an

- (a) an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the *Employee Investment Act*, R.S.B.C. 1996 c. 112, and whose business objective is making multiple investments, and
- (b) a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act*, R.S.B.C. 1996 c. 429, whose business objective is making multiple investments;

“Investment Fund Reinvestment exemption” refers to the following exemption:

- (a) Subject to subsections (c), (d), (e) and (f) of this definition, the prospectus requirement does not apply to the following distribution by an investment fund, and the investment fund manager of the fund, to a security holder of the investment fund if the distributions are permitted by a plan of the investment fund:
 - (i) a distribution of a security of the investment fund’s own issue if dividends or distributions out of earnings, surplus, capital or other sources payable in respect of the investments fund’s securities is applied to the purchase of the security that is of the same class or series as the securities to which the dividends or distributions out of earnings, surplus, capital or other sources are attributable, and
 - (ii) subject to subsection (b), a distribution of a security of the investment fund’s own issue if the security holder makes optional cash payments to purchase the security of the investment fund that is of the same class or series of securities described in paragraph (i) that trade on a marketplace.
- (b) The aggregate number of securities issued under the optional cash payment referred to in subsection (a) (ii) must not exceed, in any financial year of the investment fund during which the trade takes place, 2% of the issued and outstanding securities of the class to which the plan relates as at the beginning of the financial year.
- (c) A plan that permits the trades described in subsection (a) must be available to every security holder in Canada to which the dividend or distribution out of earnings, surplus, capital or other sources is available.
- (d) A person must not charge a fee for a distribution described in subsection (a).
- (e) An investment fund that is a reporting issuer and is a continuous distribution must set out in its current prospectus (i) details of any deferred or contingent sales charge or redemption fee that is

payable at the time of the redemption of the security, (ii) any right that the security holder has to make an election to receive cash instead of securities on the payment of a dividend or making of a distribution by the investment fund, and (iii) instructions on how the right referred to in paragraph (ii) can be exercised.

- (f) An investment fund that is a reporting issuer and is not in continuous distribution must provide the information required by subsection (e) in its prospectus, annual information form or a material change report.

“jurisdiction” or “jurisdiction of Canada” means a province or territory of Canada except when used in the term foreign jurisdiction;

“local jurisdiction” means, in a national instrument or multilateral instrument adopted or made by a Canadian securities regulatory authority, the jurisdiction in which the Canadian securities regulatory authority is situate;

“Minimum Amount Investment exemption” refers to the following exemption:

- (a) The prospectus requirement does not apply in respect of a trade in a security to a person if
 - (i) that person purchases as principal;
 - (ii) the security has an acquisition cost to the purchaser of not less than \$150,000 paid in cash at the time of the distribution; and
 - (iii) the distribution is in a security of a single issuer.
- (b) Subsection (a) does not apply to a distribution of a security to a person if the person was created or is used solely to purchase or hold securities in reliance on this exemption from the prospectus requirement set out in subsection (a);

“mutual fund” includes an issuer of a security that entitles the holder to receive on demand, or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or in a part of the net assets, including a separate fund or trust account, of the issuer of the security;

“non-redeemable investment fund” means an issuer

- (a) whose primary purpose is to invest money provided by its security holders,
- (b) that does not invest,
 - (i) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - (ii) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
- (c) that is not a mutual fund;

“person” includes

- (a) an individual,

- (b) a corporation,
- (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
- (d) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;

“regulator” means, for the local jurisdiction, the person referred to in Appendix D of National Instrument 14-101, opposite the name of the local jurisdiction;

“related liabilities” means

- (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (b) liabilities that are secured by financial assets;

“Schedule III bank” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

“securities legislation” means the applicable securities legislation of a jurisdiction of Canada;

“spouse” means, an individual who,

- (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (c) is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

“subsidiary” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

For the purpose hereof, an issuer is an affiliate of another issuer if

- (a) one of them is the subsidiary of the other, or
- (b) each of them is controlled by the same person.

For the purpose hereof, a person (first person) is considered to control another person (second person) if

- (a) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
- (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
- (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

(Balance of the page left intentionally blank)

The foregoing representation and warranty is true and accurate as of the date of this certificate and will be true and accurate as of the Closing Date of the offering of Units as set forth in the attached Subscription Agreement. If any such representation or warranty shall not be true and accurate prior to Closing Date, the undersigned shall give immediate written notice of such fact to the Corporation.

The undersigned further agrees and acknowledges that upon execution of this Schedule "3" by the Purchaser, this Schedule "3" shall be incorporated into and form part of the Subscription Agreement.

Dated: _____

Signed: _____

Witness (If Purchaser is an Individual)

Print Name of Purchaser

Print Name of Witness

If Purchaser is a Corporation,
Print Name and Title of
Authorized Signing Officer

SCHEDULE 4

**BLUEPRINT REALITY INC. SHAREHOLDERS' AGREEMENT WITH FORM OF ACCESSION
AGREEMENT ATTACHED AS SCHEDULE B**

(PLEASE SEE ATTACHED)

SCHEDULE "B"

FORM OF ACCESSION AGREEMENT

BLUEPRINT REALITY INC.
(the "Company")

ADDENDUM TO SHAREHOLDERS' AGREEMENT

TO: The Company

Reference is made to the Shareholders' Agreement (the "**Shareholders' Agreement**") dated for reference as of the 31st day of October, 2016 among the Company and the Shareholders (as defined in the Shareholders' Agreement) as amended from time to time.

_____ (the "**New Shareholder**") is the owner of _____ Shares in the capital of the Company and has made a request to the Company to become a party to the Shareholders' Agreement as a Shareholder.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the New Shareholder, the New Shareholder hereby agrees to become a party to and to be bound by all of the terms and conditions of the Shareholders' Agreement as a Shareholder and upon execution of this Addendum will be entitled to all rights of and subject to all the duties of a Shareholder as if it had been an original signatory to the Shareholders' Agreement.

DATED: The _____ day of _____, 2017.

[Signature of New Shareholder]

Per: _____
Authorized Signatory

**Blueprint Reality Inc.
(the “Issuer”)**

**Amendment
to
Offering Memorandum Dated November 20, 2017**

The Issuer has noted errors in the Blueprint Reality Inc. Offering Memorandum dated November 20, 2017 as follows:

On page 14 in section 1.1 Funds. Under the “Assuming Maximum Offering” column, item D “Available Funds” is stated as \$1,030,000 and item G “Total” is stated as \$1,030,000. Both items D and G should be stated as \$1,020,000.

Additionally, on page 14 in the last sentence on the page states: “... the Issuer intends to raise up to \$1,020,000 ...”. This sentence should state: “... the Issuer intends to raise up to \$1,200,000 ...”.

Contacts:



Tarnie Williams
CEO
Blueprint Reality Inc.
Email: tarnie@blueprintreality.com



Todd Buchanan
Vice President, Corporate Development
Email: todd@blueprintreality.com
DL. 604-671-8324