

Alibaba Innovations Corp.
545 Granite Street
Sudbury, Ontario P3C 2P4

May 29, 2015

Griffis Capital Inc.
365 Bay Street, Suite 300
Toronto, Ontario M5H 2V1

Attention: Tom Griffis

Dear Sir:

Re: Proposed Acquisition of [Redacted: Seriously prejudicial to the Issuer] by Alibaba Innovations Corp. ("ABJ")

This letter agreement (the "**Agreement**") is intended to set out our mutual understanding of the terms and conditions upon which ABJ will be prepared to acquire 100% of the authorized share capital of [Redacted: Seriously prejudicial to the Issuer] (the "**Transaction**"), free and clear of all liens, claims and encumbrances. The terms of this binding Agreement are intended to govern the conduct of the parties until such time as the parties execute a long form agreement with respect to the Transaction (the "**Long Form Agreement**") or this Agreement has been terminated in accordance with its terms. In the event that the parties are unsuccessful in entering into the Long Form Agreement by June 20, 2015, this Agreement shall govern the relationship between the parties, and the parties shall execute the Transaction pursuant to the terms of this Agreement. This Agreement shall not confer on any person or entity, other than the parties hereto, any rights or remedies.

The basic terms of the Transaction are as follows:

1. Business of [Redacted: Seriously prejudicial to the Issuer]. [Redacted: Seriously prejudicial to the Issuer] is in the business of creating and developing a virtual space platform in "4D" for use in the real estate development industry.
2. [Redacted: Seriously prejudicial to the Issuer] Shareholders. The sole currently issued and outstanding common share (the "**[Redacted: Seriously prejudicial to the Issuer] Share**") of [Redacted: Seriously prejudicial to the Issuer] is or will by the Closing Date be held by Griffis Capital Inc. (the "**Shareholder**").
3. ABJ. The Shareholder acknowledges that ABJ is a reporting issuer in the provinces of British Columbia, Alberta, and Ontario; is a public company listed on the Canadian Securities Exchange; and the current number of issued and outstanding shares in its authorized capital is as set out in Schedule A hereto.
4. Closing. The closing of the Transaction (the "**Closing**") will be on June 26, 2015 or as otherwise determined by the mutual agreement of the parties in writing (the "**Closing Date**") following receipt of all necessary shareholder, regulatory and court approvals (as required by applicable laws), including any applicable stock exchange.

5. Purchase Price. In consideration of the sale by the Shareholder of the *[Redacted: Seriously prejudicial to the Issuer]* Share to ABJ, ABJ will pay to the Shareholder FOUR HUNDRED THOUSAND DOLLARS (\$400,000) in cash (the “**Purchase Cash**”) and will issue a total of SIXTY MILLION (60,000,000) fully paid and non-assessable shares in the authorized capital of ABJ (the “**Consideration Shares**”) to the Shareholder, which Purchase Cash will be paid and Consideration Shares will be issued subject to and in accordance with the following terms:
- (a) as to a \$50,000 portion of the Purchase Cash (the “**Deposit**”), payable by ABJ to the Shareholder as a non-refundable deposit immediately upon signing of this Agreement by certified cheque or wire payment;
 - (b) as to a \$50,000 portion of the Purchase Cash, payable by ABJ to the Shareholder on Closing of the Transaction by certified cheque or wire payment;
 - (c) as to the balance of the Cash Portion, upon ABJ raising capital of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) or more cumulatively from the date of this Agreement;
 - (d) as to 40,000,000 of the Consideration Shares (the “**Initial Consideration Shares**”), issued to the Shareholder or its assignee(s) on Closing of the Transaction, subject to the restrictions set out in Section 6 below; and
 - (e) as to the balance of the Consideration Shares (the “**Milestone Shares**”), issued to the Shareholder or its assignee(s) subject to the restrictions set out in Section 6 below and subject to and in accordance with Section 7 below.
6. Resale Restrictions and Legending of Share Certificates. The Shareholder acknowledges that the certificates representing the Initial Consideration Shares and the Milestone Shares will be stamped with the following legend (or substantially equivalent language) restricting transfer:
- “Unless permitted under securities legislation, the holder of this security must not trade the security before the day that is four months and a day after *[insert the date of issuance]*.”
7. Milestone Shares. The Milestone Shares will be issued to the Shareholder or its assignee(s) upon the occurrence of either of the following:
- (a) *[Redacted: Seriously prejudicial to the Issuer]* having secured contracts for *[Redacted: Seriously prejudicial to the Issuer]*'s services having a value equal to the aggregate of a minimum of TWO MILLION DOLLARS (\$2,000,000); or
 - (b) ABJ raising capital of FIVE MILLION DOLLARS (\$5,000,000) or more cumulatively from the date of this Agreement.

8. Long Form Agreement. ABJ and the Shareholder will use reasonable commercial efforts to enter into the Long Form Agreement by June 20, 2015 or such later date as may be mutually agreed to in writing by ABJ and the Shareholder, which Long Form Agreement will, upon execution, replace and supersede this Agreement. The Parties acknowledge that the Long Form Agreement will contain the covenants and conditions set out herein and additional representations, warranties and terms that are included in transactions similar to the Transaction.

9. Management.
 - (a) Prior to the Closing of the Transaction, the current management of *[Redacted: Seriously prejudicial to the Issuer]* shall maintain control over the business operations of *[Redacted: Seriously prejudicial to the Issuer]* and the current management of ABJ shall maintain control over any financings; ABJ shall not engage in any activity which could significantly alter the proposed share structure of ABJ after the Closing of the Transaction, as set out in Schedule A, or which may limit the current management of *[Redacted: Seriously prejudicial to the Issuer]* from executing its corporate development plan, and will not issue any options or warrants from the date of this Agreement until the Closing of the Transaction without the prior written approval of the Shareholder.

 - (b) Within 30 days following the Closing of the Transaction, ABJ will take all necessary steps to appoint Greg Melchior to its board of directors.

10. Representations and Warranties of the Shareholder.
 - (a) This Agreement has been duly authorized, executed and delivered by the Shareholder and constitutes a legal, valid and binding obligation of the Shareholder enforceable against the Shareholder in accordance with its terms.

 - (b) The Shareholder has all requisite legal capacity, power and authority to enter into this Agreement and to take all actions required pursuant to this Agreement.

 - (c) No third party has any interest in or right to any intellectual property developed or used by *[Redacted: Seriously prejudicial to the Issuer]*.

 - (d) Until the Closing of the Transaction, the Shareholder will cause *[Redacted: Seriously prejudicial to the Issuer]* to operate its business in the usual and ordinary course and consistent with past practice (including, without limitation, continuing to maintain levels of working capital and sales and marketing efforts), and will not permit any subsidiary to declare any dividend or other distribution, make any distribution, payment or repayment to any non-arm's length party, enter into any non-arm's length contracts, issue any securities (including options or other convertible securities), make any bonus payments to or increase the compensation or benefits of any director, officer or employee, or incur or guarantee any debt or obligations, other than in the

usual and ordinary course of business consistent with past practice or pursuant to existing contractual agreements which have been disclosed to ABJ.

- (e) Until the Closing of the Transaction, the Shareholder will not, and will not permit any of its subsidiaries to, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to the business of *[Redacted: Seriously prejudicial to the Issuer]*.
- (f) Until the Closing of the Transaction, except in the ordinary course of business and consistent with past practice, the Shareholder will not, and will not permit any subsidiary to, sell, lease, transfer, mortgage, encumber or otherwise dispose of any of its assets or cancel, release or assign any indebtedness or claim interest, license, lease, permit or right.

11. Representations and Warranties of ABJ.

- (a) This Agreement has been duly authorized, executed and delivered by ABJ and constitutes a legal, valid and binding obligation of ABJ, enforceable against ABJ in accordance with its terms.
- (b) ABJ has all requisite legal capacity, power and authority to enter into this Agreement and to take all actions required pursuant to this Agreement.

12. Conditions of Closing. The Closing of the Transaction shall be subject in all respects to the satisfaction of the conditions specified below, in addition to the conditions included in the Long Form Agreement (and the parties covenant to use reasonable commercial efforts to cause satisfaction of the conditions set out below to the extent such conditions are for the benefit of the other party):

- (a) completion of a due diligence review by ABJ of *[Redacted: Seriously prejudicial to the Issuer]* and its assets, liabilities and operations, the results of which are satisfactory to ABJ in its sole discretion;
- (b) operation of *[Redacted: Seriously prejudicial to the Issuer]*'s business in a manner consistent with past practices in the ordinary course;
- (c) *[Redacted: Seriously prejudicial to the Issuer]* not, without the prior written consent of ABJ, issuing any securities or altering its constating documents;
- (d) the absence of any material adverse changes in *[Redacted: Seriously prejudicial to the Issuer]*'s business, assets or liabilities; and

- (e) receipt of all approvals and third-party consents of the boards of directors and shareholders of *[Redacted: Seriously prejudicial to the Issuer]* and its customers, lenders, lessors and regulatory authorities.

The parties agree that the non-fulfillment of any of the foregoing conditions shall result in the termination of this Agreement unless, if the non-fulfillment relates to any of the conditions set out in subsections (a) – (e) above, ABJ waives fulfillment of such condition in writing.

13. Termination. This Agreement may be terminated:
 - (a) by mutual written agreement of the parties; or
 - (b) by either ABJ or the Shareholder by providing written notice of termination to the other party if the Transaction is not completed by the Closing Date or such other date as may be agreed to by ABJ and the Shareholder; and, in such event, each Party shall be released from all obligations under this Agreement, save and except for its obligations, if any, under Section 19 and Section 20, which shall survive.
14. Public Disclosure. Except as required in order to comply with applicable legal or regulatory requirements, each of ABJ and the Shareholder agree that it will not disclose the terms of the Transaction without the other party's prior written consent.
15. Representation and Warranties; Covenants; Indemnities. The Long Form Agreement will contain representations, warranties, covenants and indemnities of ABJ and the Shareholder which are customary for a transaction of this nature.
16. Exclusivity.
 - (a) From the time of payment of the Deposit by ABJ to Griffis pursuant to subsection 5(a) hereof until the earlier of the Closing of the Transaction or the date on which this Agreement is terminated, neither ABJ nor the Shareholder nor their respective directors, officers, representative and agents will:
 - (i) solicit directly or indirectly, or cause, or facilitate anyone else to solicit any offer (conditional or otherwise) similar to the one contemplated herein (an "**Acquisition Proposal**"); or
 - (ii) provide information concerning its securities, assets or business to anyone for or in furtherance of anything mentioned in item (i);

provided, however, that the foregoing shall not in any manner impede the ability of the boards of directors of ABJ nor the Shareholder to discharge their respective fiduciary obligations.

- (b) The Shareholder will promptly notify ABJ at first orally and then in writing regarding any contact between it or its representatives and any other persons regarding any Acquisition Proposal or any related enquiry.
17. Due Diligence and Access. Upon the execution of this Agreement, ABJ will promptly commence its due diligence review of *[Redacted: Seriously prejudicial to the Issuer]*. The Shareholder agrees to cooperate and provide full access to ABJ and its agents and advisors to complete such due diligence. ABJ agrees that all due diligence will be completed by no later than June 15, 2015 (the “**Due Diligence Date**”). No later than the Due Diligence Date, ABJ must confirm to the Shareholder in writing whether or not it is satisfied with the results of its due diligence review of *[Redacted: Seriously prejudicial to the Issuer]*. If ABJ is satisfied with its due diligence, both parties will be committed to proceed with the Transaction subject only to the other conditions outlined herein. Alternatively, if ABJ is not satisfied as to the results of its due diligence review of *[Redacted: Seriously prejudicial to the Issuer]*, neither party will have any further obligations hereunder.
18. Binding Agreement. This Agreement constitutes a legally binding and enforceable agreement between the parties hereto with respect to the provisions hereof. In the event that the parties hereto fail to execute the Long Form Agreement, the terms of this Agreement shall be deemed a definitive agreement between the parties hereto.
19. Confidentiality.
- (a) A party receiving information (a “**Receiving Party**”) from any other party (a “**Disclosing Party**”) or their respective representatives and advisors shall keep all such information (other than as hereinafter provided) in the strictest confidence and shall not use any such information, directly or indirectly, or disclose such information to any person except with the Disclosing Party’s prior written consent or as required by law or by order of a court of competent jurisdiction.
- (b) Section 19(a) shall not apply to information which:
- (i) is now or which hereafter, through no act or failure to act on the part of the Receiving Party, becomes generally known or available to the public;
- (ii) is known to the Receiving Party at the time of disclosure of such information without any restrictions on subsequent disclosure or use, as evidenced by the written records of the Receiving Party, and was not acquired, directly or indirectly, from the Disclosing Party nor from a person owing a duty of confidence to the Disclosing Party in respect of such information;
- (iii) the Receiving Party can prove, from contemporaneous written evidence, has been independently developed by its personnel without

access, either directly or indirectly, to the information provided by the Disclosing Party.

- (c) The parties agree that monetary damages may not be a sufficient remedy for any actual or threatened breach of this Section 19 by a Receiving Party and that, in addition to any remedies available in law, the Disclosing Party shall be entitled to seek injunctive or other equitable relief as a remedy without proof of damages. The Receiving Party agrees to waive any requirement for the securing or posting of any bond or other form of security in connection with any such remedy.
 - (d) If the Receiving Party is required by applicable law or court order to disclose any information provided by or on behalf of the Disclosing Party, the Receiving Party will, unless prohibited by law, notify the Disclosing Party promptly so that it may, in its sole discretion, seek a protective order or other appropriate remedy. If no such protective order or other remedy is obtained or sought, the Receiving Party will disclose only that which the Receiving Party is advised by its legal counsel that it is legally required to disclose, and only after asserting the confidential nature of such information.
20. Acquisition Costs. All fees and expenses incurred in connection with this Agreement and the Transaction will be borne by the party incurring such fees and expenses, whether or not the Transaction is consummated.
21. Assignment. No assignment of this Agreement shall be permitted by either party without the prior written consent of the other party.
22. Law. This Agreement shall be governed by the laws of the Province of British Columbia, and the parties hereby irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia in respect of any matter arising hereunder or in connection herewith.

23. Counterparts and Delivery. This Agreement may be executed in counterparts and such together shall constitute one document and may be delivered by electronic transmission.

If the foregoing reflects your understanding of our mutual intent relating to the Transaction, please indicate your confirmation by signing and returning the enclosed copy of this Agreement at your earliest convenience.

ALIBABA INNOVATIONS CORP.

Per:

"Robert Komarechka"

Authorized Signatory

Name: Robert Komarechka

Position: President, CEO, and Director

Vendor and Sole Shareholder of [Redacted: Seriously prejudicial to the Issuer]:

GRIFFIS CAPITAL INC.

Per:

"Tom Griffis"

Authorized Signatory

Name: Tom Griffis

Position: President and Director

SCHEDULE A
Issued and Outstanding Shares
in the Authorized Capital of Alibaba Innovations Corp.

Pre-Closing	Post-Issuance of Initial Consideration Shares	Post-Issuance of Milestone Shares
69,819,245	109,819,245	129,819,245