

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT is made as of the 26th day of June, 2015

AMONG:

ALIBABA INNOVATIONS CORP., with an office at 545 Granite Street,
Sudbury, ON, P3C 2P4

("ABJ")

AND:

GRIFFIS CAPITAL INC., with an office at 365 Bay Street, Suite 300,
Toronto, Ontario M5H 2V1

("Griffis" and together with ABJ, the "Parties")

WHEREAS:

- A. The Parties entered into a binding letter agreement dated May 29, 2015 (the "**Agreement**") pursuant to which ABJ has agreed to acquire 100% of the authorized share capital of *[Redacted: Seriously prejudicial to the Issuer]*, whereby *[Redacted: Seriously prejudicial to the Issuer]* will become a wholly-owned subsidiary of ABJ; and
- B. The Parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. Capitalized terms used and not otherwise defined herein will have the meanings set forth therefor in the Agreement.
2. Section 4 of the Agreement is hereby deleted and replaced with the following:
 - "4. Closing. The closing of the Transaction (the "**Closing**") will occur by no later than the July 31, 2015 (the "**Closing Date**") or as otherwise determined by the mutual agreement of the parties in writing following receipt of all necessary shareholder, regulatory and court approvals (as required by applicable laws), including any applicable stock exchange."
3. Subsection 5(b) of the Agreement is hereby deleted and replaced with the following:
 - "(b) as to a \$50,000 portion of the Purchase Cash, payable by ABJ to the Shareholder on the earlier of: (i) September 30, 2015; and (ii) ABJ raising capital of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) or more cumulatively from the date of the Agreement;"
4. The phrase "Cash Portion" referenced in Subsection 5(c) of the Agreement is hereby deleted and replaced with "Purchase Cash".
5. With the exception of the foregoing amendments, the Agreement shall continue in full force and effect unamended and the Agreement, as amended by this Amendment Agreement, is in all

respects ratified and confirmed. The Agreement and this Amendment Agreement shall be read, taken and construed as one instrument.

6. This Amendment Agreement together with the Agreement contains the entire agreement between the parties and supersedes all prior letters of intent, agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied with respect to the subject matter hereof.
7. In the event any provisions of this Amendment Agreement are deemed unenforceable, invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions will remain in full force and effect.
8. This Amendment 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 therein.
9. Time is of the essence of this Amendment Agreement.
10. This Amendment Agreement may be executed in any number of counterparts and delivered by electronic transmission, each of which will constitute an original and all of which together shall form one document.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

ALIBABA INNOVATIONS CORP.

Per:

"Robert Komarechka"
Authorized Signatory

**SOLE SHAREHOLDER OF [Redacted: Seriously
prejudicial to the Issuer]:**

GRIFFIS CAPITAL INC.

Per:

"Tom Griffis"
Authorized Signatory