

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT is made as of the 31st day of July, 2015

AMONG:

4D VIRTUAL SPACE LTD., with an office at 545 Granite Street,
Sudbury, ON, P3C 2P4

("4D")

AND:

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

("Griffis" and together with 4D, the "Parties")

WHEREAS:

- A. The Parties entered into a binding letter agreement dated May 29, 2015, as amended June 26, 2015 (the "**Agreement**") pursuant to which 4D has agreed to acquire 100% of the authorized share capital of Polymath Labs Inc. ("**Polymath**"), whereby Polymath will become a wholly-owned subsidiary of 4D;
- B. The Parties entered into a first Amendment Agreement made as of the 26th day of June, 2015 to extend the Closing Date to July 31, 2015; and
- C. The Parties wish to further 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. In Section 4, the date "July 31, 2015" in reference to the Closing Date is hereby deleted and replaced with "October 31, 2015".
3. 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.
4. 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.
5. 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.

6. 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.
7. Time is of the essence of this Amendment Agreement.
8. 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.

4D VIRTUAL SPACE LTD.

Per:

Authorized Signatory

SOLE SHAREHOLDER OF POLYMATH LABS INC.:

GRIFFIS CAPITAL INC.

Per:

Authorized Signatory