INVESTMENT AGREEMENT

SECOND AMENDMENT

THIS AMENDING AGREEMENT is dated for reference the 13th day of January, 2016.

AMONG: **ELISSA RESOURCES LTD**., a company existing under the laws of the Province of British Columbia having an office at 1450 – 700 West Georgia Street, Vancouver, British Columbia V7Y 1K8

(hereinafter called the "**Optionee**")

AND: **SPECTRUM OPTIX INC**., a company existing under the laws of the Province of Alberta having an office in Calgary, Alberta

(hereinafter called "**Spectrum**")

AND: **3DB INC.**, a company existing under the laws of the Province of Alberta having an office in Calgary, Alberta

AND: **1859764 ALBERTA INC**., a company existing under the laws of the Province of Alberta having an office in Calgary, Alberta

AND: **JOHN DAUGELA**, an individual having an address at **[REDACTED- Residential Address]**

AND: **DARCY DAUGELA**, an individual having an address at **[REDACTED- Residential Address]**

AND: **AARON HODDINOTT**, an individual having an address at **[REDACTED- Residential Address]**

WITNESSES THAT WHEREAS:

A. The parties hereto entered into an Investment Agreement dated October 22, 2015, as amended December 1, 2015 (the "**Investment Agreement**"),

B. The Optionee is listed on the TSX Venture Exchange (the "**TSX-V**") and the Investment Agreement has been submitted to the TSX-V for approval.

C. The TSX-V has requested that the Investment Agreement amend the maximum number of common shares of the Optionee which may be issued pursuant to the exercise of the Third Option (as defined in the Investment Agreement).

NOW THEREFORE in consideration of the sum of one dollar now paid by the Optionee to Spectrum and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto agree as follows:

1. All capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Investment Agreement.

2. Section 5.7 of the Investment Agreement shall be deleted in its entirety and replaced as follow:

"Section 5.7 Maximum Number of Elissa Shares Issuable

The maximum number of Elissa Shares which may be issued to the Initial Shareholders upon the exercise of the Third Option (the "**Maximum**"):

(a) pursuant to subsection 5.3(a) shall not exceed 72,096,977 Elissa Shares; and

(b) upon the exercise of the Conditional Warrants issuable pursuant to subsection 5.3(b) shall not exceed 72,096,977 Elissa Shares;

For further clarity, the Optionee shall in no case be obligated to issue in excess of 72,096,977 Elissa Shares, not including Elissa Shares issuable upon the exercise of the Conditional Warrants, and 72,096,977 Conditional Warrants to the Initial Shareholders in relation to the securities of the Optionee issuable pursuant to the exercise of the Third Option.

In the event that the Maximum is no longer applicable or otherwise required by TSX-V, this section 5.7 shall cease to apply and Elissa shall issue such number of Elissa Shares and Conditional Warrants as is otherwise required pursuant to Section 5.3 hereof.

In addition, from the date of this Agreement until the earlier of (a) the valid exercise by the Optionee in full of the Third Option in accordance with Section 5.3 and the issuance of securities of the Optionee to the Initial Shareholders pursuant thereto, (b) the termination of this Agreement, or (c) the Maximum ceasing to be applicable or otherwise required by TSX-V, Elissa shall not issue Elissa Shares in an amount that shall cause the number of Elissa Shares issued and outstanding at the time of the exercise of the Third Option to exceed 133,894,385 (not including those Elissa Shares issuable to the Initial Shareholders pursuant to the exercise of the Third Option), or securities of Elissa convertible, exercisable or exchangeable into Elissa Shares in an amount that shall cause the number of securities of Elissa convertible, exercisable or exchangeable into Elissa Shares that are outstanding at the time of the exercise of the Third Option to exceed 133,894,385 (not including those securities of Elissa issuable to the Initial Shareholders pursuant to the exercise of the Third Option)."

3. In all other respects, the Investment Agreement continues unamended and in full force and effect.

4. This Second Amending Agreement may be executed in two or more counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. A counterpart signed by a Party hereto and transmitted by facsimile or electronic PDF shall have the same effect as a counterpart originally signed by such party, provided such Party shall forthwith deliver to the other Parties hereto a counterpart originally signed by such Party.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Second Amending Agreement as of the date first above written.

ELISSA RESOURCES LTD.

Signed

Name: Paul McKenzie
Title: CEO

SPECTRUM OPTIX INC.

Signed

Name: John Daugela
Title: President

3DB INC.

Signed

Name: John Daugela
Title: President

1859764 ALBERTA INC.

Signed

Name: Aaron Hoddinott
Title: President

Signed

JOHN DAUGELA

Signed

DARCY DAUGELA

Signed

AARON HODDINOTT