SPONSORSHIP AGREEMENT

THIS AGREEMENT dated for reference January 13, 2016 is made AMONG:

ELISSA RESOURCES LTD. of 1450 - 700 West Georgia Street, Vancouver, British Columbia V7Y 1K8

(the **"Company"**)

AND:

SPECTRUM OPTIX LTD. of 19 Wentworth Manor, S.W., Calgary, Alberta, T3H 5K5

(the **"Target"**)

AND:

HAYWOOD SECURITIES INC. of 700 - 200 Burrard Street, Vancouver, British Columbia, V6C 3L6

(the **"Sponsor"**)

WHEREAS:

A. The Company proposes to enter into a transaction (the **"Transaction"**) to acquire the sole and exclusive option to acquire up to a 100% interest in the Target;

B. The Transaction will constitute a "Change of Business" requiring a sponsor under Policy 5.2 *Changes of Business and Reverse Take-Overs* and Policy 2.2 *Sponsorship and Sponsorship Requirements* (together, the **"Policies"**) of the TSX Venture Exchange; and

C. The Company wishes to retain the Sponsor to sponsor the Company's listing on the TSX Venture Exchange in connection with the Transaction and the Sponsor is willing to accept the appointment, subject to the terms and conditions of this Agreement.

THE PARTIES to this Agreement therefore agree:

1. DEFINITIONS

1.1 In this Agreement:

(a) **"Acts"** means the *Securities Act* (British Columbia) and the *Securities Act* (Alberta) and the regulations, rules, administrative policy statements, instruments,

blanket orders, notices, directions and rulings issued or adopted by the applicable Commissions, all as amended;

(b) **"Approval Date"** means the date the Exchange gives notice that it has accepted for filing all documentation relating to the Transaction;

(c) **"Commissions"** means the British Columbia Securities Commission and the Alberta Securities Commission;

(d) **"Company"** means Elissa Resources Ltd.;

(e) **"Disclosure Documents"** means the Filing Statement and all other disclosure documents appropriate for the Transaction as determined by the Company and the Sponsor and as may be required by the Exchange;

(f) **"Exchange"** means the TSX Venture Exchange;

(g) **"Filing Statement"** means the filing statement dated_____, 2016 of the Company, including all schedules thereto to be filed on SEDAR and with the Commissions and the Exchange in connection with the Transaction and prepared in accordance with the policies of the Exchange;

(h) **"Material Change"** has the meaning defined in the Acts;

(i) **"Material Fact"** has the meaning defined in the Acts;

(j) **"Policies"** has the meaning set out in Recital B of this Agreement;

(k) **"Regulatory Authorities"** means the Commissions and the Exchange;

(l) **"Reports"** means any business plans, title opinions, valuations or similar documents relating to the Target;

(m) **"Rules"** means the rules of the Exchange set out in the policies of the Exchange, as amended from time to time;

(n) **"Securities Laws"** means, in respect of any jurisdiction, the securities legislation and regulations of, and the instruments, policies, rules, order, codes, notices and interpretation notices of the securities regulatory authorities of, that jurisdiction;

(o) **"Sponsor"** means Haywood Securities Inc.;

(p) **"Sponsorship Acknowledgment Form"** means the sponsorship acknowledgment form to be filed by the Sponsor with the Exchange in accordance with the Policies and the Rules;

(q) **"Sponsor Report"** means a report filed by the Sponsor with the Exchange, in accordance with the Policies and the Rules;

(r) **"Sponsorship Fee**" has the meaning ascribed to that term in section 3.1;

(s) **"Target"** means Spectrum Optix Inc.; and

(t) **"Transaction"** has the meaning set out in Recital A of this Agreement.

1.2 Unless otherwise indicated, all currency amounts in this Agreement are stated in Canadian dollars.

2. APPOINTMENT OF SPONSOR

2.1 The Company appoints the Sponsor to act as its sponsor and the Sponsor agrees to act as the sponsor of the Company in accordance with the Policies and the Rules and subject to the terms of this Agreement.

2.2 The Sponsor will, subject to the Company complying with the terms of this Agreement, file with the Exchange, the Sponsorship Acknowledgement Form and the Sponsor Report at the times and in the form contemplated by the Policies and the Rules. Notwithstanding the foregoing, nothing in this Agreement will oblige the Sponsor to file the Sponsor Report with the Exchange, and the Company acknowledges that, in assessing whether the Company and the Target are suitable for listing on the Exchange, the Sponsor must take into account a number of subjective factors, the determination of which is in the sole and unfettered discretion of the Sponsor.

2.3 If the Sponsor determines in its judgment that particular experience or technical expertise is necessary for the Sponsor to carry out its obligations under this Agreement in accordance with the Policies and the Rules, then the Sponsor may, at the Company's expense and subject to the Company's written consent, engage third party experts to prepare assessments or technical reports relating to the Company and the Target.

2.4 Any engagement of a third party made by the Sponsor pursuant to section 2.3 is subject to carrying out the services in full compliance with all applicable Securities Laws, the responsibility for which rests solely with the Sponsor, and no such engagement will relieve the Sponsor from its obligations under this Agreement.

3. FEES

3.1 In consideration of the service performed by the Sponsor as sponsor under this Agreement, the Company will pay to the Sponsor a cash payment (the **"Sponsorship Fee"**) in the amount of $35,000 plus applicable taxes and all reasonable expenses as provided in section 9 of this Agreement.

3.2 The Sponsor acknowledges receipt of a non-refundable deposit of $15,000 towards the Sponsorship Fee. The remaining amount of the Sponsorship Fee, plus applicable taxes and any outstanding expenses, will be due and paid at the time the Sponsor submits its final Sponsor Report to the Exchange.

3.3 The amounts paid to the Sponsor under this section are in addition to and not in substitution for any other commission or remuneration payable to the Sponsor by the Company under any other agreement or arrangement and are non-refundable in the event that the Transaction is not completed or this Agreement is terminated, unless the termination is the result of a breach of this Agreement by the Sponsor.

4. COMPANY AND TARGET OBLIGATIONS

4.1 The Company and the Target will draft the Disclosure Documents in form and substance satisfactory to the Sponsor and will file the Disclosure Documents with the Exchange, together with all other required documents, for the purpose of having the Disclosure Documents and the Transaction accepted for filing by the Exchange.

4.2 The Company and the Target will, if they have not already done so, send the following to the Sponsor and its legal counsel:

(a) the draft Disclosure Documents;

(b) personal information forms in the form prescribed by the Exchange for each of the current and proposed directors, officers, promoters and insiders of the Company;

(c) a written consent in a form requested by the Sponsor signed by each of the existing and proposed directors, officers, promoters and insiders of the Company following the Transaction regarding any background checks on such persons to be performed by the Sponsor;

(d) copies of all Reports which are available, in draft if such Reports have not been finalized;

(e) financial statements for the three preceding years of the Company and the Target or their predecessors or such shorter period as such parties have been in existence;

(f) copies of all material contracts entered into by the Company and the Target; and

(g) all other information, documentation or records requested of the Company by the Sponsor and its legal counsel.

4.3 The Company will immediately send to the Sponsor and the Sponsor's legal counsel copies of all correspondence and filings to and correspondence from the Regulatory Authorities relating to the Transaction and the Target.

4.4 The Company further agrees to file in a timely manner all required documents, pay all required fees and undertake any other actions required by the rules and policies of the Exchange in order to obtain the acceptance of the Exchange for the Transaction.

5. OPINIONS AND CERTIFICATES

5.1 If the Sponsor is required to sign certificate pages for any of the Disclosure Documents, in accordance with the policies of the Exchange, certifying the accuracy of the disclosure in such documents, then prior to the Sponsor signing the certificate pages the Company will deliver or will cause to be delivered to the Sponsor and its legal counsel:

(a) a certificate of the Company in substantially the form attached to this Agreement as Schedule "A", dated as of such date requested by the Sponsor and signed by the chief executive officer and the chief financial officer of the Company, or by such other officers approved by the Sponsor, certifying certain facts relating to the Company, its affairs and the contents of the Disclosure Documents, other than as such contents of the Disclosure Documents relate to the Target; and

(b) a certificate of the Target in substantially the form attached to this Agreement as Schedule "B", dated as of such date requested by the Sponsor and signed by the president and chief executive officer of the Target, or by such other officer approved by the Sponsor, certifying certain facts relating to the Target, its affairs and the contents of the Disclosure Documents, other than as such contents of the Disclosure Documents relate to the Company.

5.2 Prior to the Sponsor signing and filing the Sponsor Report with the Exchange, the Company will deliver or will cause to be delivered the following documents to the Sponsor and its legal counsel:

(a) a certificate of the Company in substantially the form attached to this Agreement as Schedule "A", dated as of such date requested by the Sponsor and signed by the chief executive officer and the chief financial officer of the Company, or by such other officers approved by the Sponsor, certifying certain facts relating to the Company, its affairs and the contents of the Disclosure Documents;

(b) a certificate of the Target in substantially the form attached to this Agreement as Schedule "B", dated as of such date requested by the Sponsor and signed by the president and chief executive officer of the Target, or by such other officer approved by the Sponsor, certifying certain facts relating to the Target, its affairs and the contents of the Disclosure Documents, as such contents of the Disclosure Documents relate to the Target;

(c) an opinion of counsel for the Company or the Target, as the case may be, dated as of such date requested by the Sponsor addressed to the Sponsor and its counsel relating to any legal matter in connection with the Company or the Target, as the case may be, and the Transaction for which the Sponsor may reasonably request an opinion in a form reasonably acceptable to the Sponsor and its legal counsel.

5.3 The Company will also deliver or cause to be delivered any other certificates, comfort letters or opinions in connection with any matter relating to the Transaction or the Disclosure Documents which are reasonably requested by the Sponsor or its legal counsel.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 The Company warrants and represents to and covenants with the Sponsor that:

(a) the Company, and each of its subsidiaries, if applicable, is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated, continued or amalgamated and has all requisite corporate power and authority to carry on its businesses, as now conducted and as presently proposed to be conducted and to own its assets;

(b) the Company, and each of its subsidiaries, if applicable, is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction;

(c) the authorized share structure of the Company consists of an unlimited number of common shares without par value and, as at the date hereof, an aggregate of 38,821,449 common shares are issued and outstanding as fully paid and non-assessable shares;

(d) the Company is a "reporting issuer" in the Provinces of British Columbia and Alberta, the Company's common shares are listed on the Exchange, and the Company is not in any material respect in default of any of the requirements of the Acts or any of the administrative policies or notices of the Exchange. The Company will use its commercially reasonable efforts to maintain its status as a "reporting issuer" in at least one of the Provinces of British Columbia or Alberta and to maintain the listing of its common shares on the Exchange, or such other recognized North American stock exchange or quotation system, to the date that is [**one year]** and one day following the Approval Date, so long as the Company meets the minimum listing requirements of the Exchange or such other exchange or quotation system;

(e) no order ceasing or suspending trading in securities of the Company nor prohibiting the sale of such securities has been issued to and is outstanding against the Company or any of its directors, officers or promoters or to the best of its knowledge, against any other companies that have common directors, officers or promoters and, to the knowledge of the Company, no investigations or proceedings for such purposes are pending or threatened;

(f) the Filing Statement is, and the Company will use its commercially reasonable efforts to ensure that the Filing Statement will be upon its completion, true and correct in all material respects as such Filing Statement relates to the Company;

(g) to the Company's knowledge, the Company's auditors are independent public accountants as required by the Acts;

(h) there has never been any reportable event (within the meaning of National Instrument 51-102) with the present or any former auditor of the Company;

(i) the Company, or its subsidiaries, if applicable, is the beneficial owner or lessee or sublessee of the properties, business and assets or the interests in the properties, business or assets referred to in the Disclosure Documents and, except as qualified by the Disclosure Documents, all agreements by which the Company or each of its subsidiaries, if applicable, holds an interest in a property, business or asset are in good standing according to their terms and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;

(j) the Disclosure Documents are in all material respects accurate and, at the applicable time of filing thereof, there were no misrepresentations in any of the documents that comprise the Disclosure Documents or other publicly filed documents filed by and relating to the Company or its properties or assets;

(k) the Company's financial statements contained in the Disclosure Documents (the "**Financial Statements**") have all been prepared in accordance with International Financial Reporting Standards applied on a consistent basis, accurately reflect the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Company and its subsidiaries on consolidated basis as of the date thereof, and no adverse Material Change in the financial position of the Company have taken place since the date of the most recent such audited financial statements;

(l) other than as disclosed in the Financial Statements, there are no off-balance sheet transactions, arrangement, obligations (including contingent obligations) or other relationships of the Company with unconsolidated entities or other persons that may have a material current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Company or that would reasonably be expected to be material in an investor in making a decision to purchase the Company's securities;

(m) except as disclosed in the Financial Statements, the Company does not have any contingent liabilities in excess of the liabilities that are either reflected or reserved against in the Financial Statements which would reasonably be expected to be material to the Company;

(n) the Company has, to the best of its knowledge, complied and will comply fully with the material requirements of all applicable corporate and securities laws, including, without limitation, the Acts;

(o) there is no Material Change relating to the Company or its subsidiaries, if applicable, and no change in any Material Fact relating to the Company which has not been or will not be fully disclosed in accordance with the requirements of the Acts and the policies of the Exchange;

(p) neither the Company, its subsidiaries, if applicable, nor any other party, is a party to any actions, suits or proceedings of which it has been served that could

materially affect their business or financial condition, and to the best of the Company's knowledge no such actions, suits or proceedings are contemplated or have been threatened that have not been disclosed to the Sponsor;

(q) neither the Company, its subsidiaries, if applicable, nor, to the best of the Company's knowledge, any other party, is in default in the observance or performance of any term or obligation to be performed by it under any contract entered into by the Company which is material to the business or affairs of the Company on a consolidated basis and no event has occurred which with notice or lapse of time or both would directly or indirectly constitute such a default, in any such case which default or event would have a material adverse effect on the assets or properties, business, results of operations or condition (financial or otherwise) of the Company;

(r) there are no judgments against the Company or any of its subsidiaries, if applicable, which are unsatisfied, nor is the Company or its subsidiaries, if applicable subject to any consent decrees or injunctions;

(s) this Agreement has been duly authorized by all necessary corporate action on the part of the Company, and the Company has full corporate power and authority to undertake the Transaction, and this Agreement has been duly authorized, executed and delivered by the Company and is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms subject to laws relating to creditors' rights generally, the availability of equitable remedies and except as rights to indemnity and contribution may be limited by applicable law;

(t) except as disclosed in the Disclosure Documents, no person has or will, on the Approval Date, have any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of the Company or any subsidiary thereof or any other security convertible into or exchangeable for any such shares, or to require the Company or any subsidiary thereof to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;

(u) the Company has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable;

(v) the Company, and each of its subsidiaries, if applicable, is compliant with, in all material respects, all environmental laws and has not received any notice of any claim alleging any violation thereof;

(w) the Company and its subsidiaries, if applicable, have not violated the *Corruption of Foreign Public Officials Act* (Canada);

(x) the Company has established on its respective books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Company except for taxes not yet due, and there are no audits of any of the tax returns of the Company which are known by the Company's management to be pending, and there are no claims which have been or, to the Company's knowledge, may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Company or its subsidiaries, if applicable;

(y) all operations of the Company and its subsidiaries, if applicable, have been conducted in accordance with good industry practices and to the best of the Company's knowledge, in material compliance with applicable laws, rules, regulations, orders and directions of government and other competent authorities;

(z) to the best of the Company's knowledge, after due inquiry, the Company and its subsidiaries, if applicable: (i) are in material compliance with any and all applicable foreign, federal, provincial, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"); (ii) have received all material permits, licenses or other approvals required of any of them under applicable Environmental Laws to conduct their business as presently conducted; and (iii) are in material compliance with all terms and conditions of any such permit, license or approval;

(aa) the minute books of the Company and its subsidiaries, if applicable, as provided or made available to the Sponsor are true and correct in all material respects and contain all the resolutions of its directors and shareholders;

(bb) the Company has not withheld, and will not withhold from the Sponsor, any facts relating to the Company or to the Transaction that would reasonably be considered material to an investor in the Company's securities;

(cc) except as described in the Filing Statement, other than the Sponsor, no person, firm or corporation acting or purporting to act at the request of the Company is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein;

(dd) it has informed the directors and officers of the Company, and those persons who will be directors and officers of the Company following the completion of the Transaction, about their ongoing continuing and timely disclosure responsibilities under the Rules and the Acts; and

(ee) the warranties and representations in this section are true and correct and will remain so as of the Approval Date.

6.2 The Target warrants and represents to and covenants with the Sponsor that:

(a) the Target is a valid and subsisting corporation and in good standing under the laws of the jurisdiction in which it is incorporated, continued or amalgamated and has all requisite corporate power and authority to carry on its business, as now conducted and as presently proposed to be conducted and to own its assets;

(b) the Target is duly registered and licenced to carry on business in the jurisdictions in which it carries on a material portion of its business or owns property;

(c) the authorized share structure of the Target consists of an unlimited number of common shares without par value and an unlimited number of preferred shares, issuable in series, and, as at the date hereof an aggregate of 1,071 common shares and nil preferred shares are issued and outstanding as fully paid and non-assessable shares;

(d) the Disclosure Documents are, and the Target will use its commercially reasonable efforts to ensure that the Disclosure Documents will be upon their completion, true and correct in all material respects, as such Disclosure Documents relate to the Target;

(e) no order ceasing or suspending trading in securities of the Target nor prohibiting the sale of such securities has been issued to the Target or to the best of the Target's knowledge, its directors, officers, promoters or any other companies that have common directors, officers or promoters, and, to the best of the Target's knowledge, no investigations or proceedings for such purposes are pending or threatened;

(f) the Target owns, or possesses adequate rights or licenses to use, all intellectual property necessary or material for use in connection with its business except where the failure to so own or possess the same could not reasonably be expected to have a material adverse effect on the Target;

(g) the Target does not have any knowledge of any infringement, interference, violation or misappropriation by the Target of or with any intellectual property of other persons, and there is no action, claim or proceeding being made or brought against, or, to the Target's knowledge, being threatened against, the Target regarding infringement, interference, violation or misappropriation of the intellectual property of other persons**;**

(h) to the Target's knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any intellectual property rights of the Target;

(i) with respect to any material intellectual property owned by other persons and used by the Target, or owned or licensed by the Target and licensed or sublicensed to third parties, such use is governed by a license, sublicense or similar agreement which is legal, valid, binding, enforceable and in full force and effect;

(j) the Target has taken (i) reasonable security measures to protect the confidentiality of all of its trade secrets necessary or desirable to conduct its business, and (ii) reasonable commercial efforts in accordance with sound business practices and judgment to establish, maintain and protect each of the material intellectual property rights that it owns or uses;

(k) the Target is the beneficial owner or lessee or sublessee of the properties, business and assets or the interests in the properties, business or assets referred to in the Disclosure Documents and, except as qualified by the Disclosure Documents, all agreements by which the Target holds an interest in a property, business or asset are in good standing according to their terms and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;

(l) the financial statements provided by the Target to the Sponsor and the Exchange have been prepared in accordance with International Financial Reporting Standards applied on a consistent basis, accurately reflect the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Target on a consolidated basis as at the date thereof, and no adverse Material Change in the financial position of the Target has taken place since the date of the most recent of such financial statements;

(m) the Target has, to the best of its knowledge, complied and will comply fully with all material requirements of all applicable corporate and Securities Laws;

(n) neither the Target nor, to the best of its knowledge, any of its directors or officers which will be directors or officers of the Company following completion of the Transaction, is a party to any actions, suits or proceedings of which it has been served which could materially affect the Target's business or financial condition, and, to the best of the Target's knowledge, no such actions, suits or proceedings are contemplated or have been threatened that have not been disclosed to the Sponsor;

(o) neither the Target nor to the best of the Target's knowledge any other party, is in default in the observance or performance of any term or obligation to be performed by it under any contract entered into by the Target which is material to the business or affairs of the Target on a consolidated basis and no event has occurred which with notice or lapse of time or both would directly or indirectly constitute such a default, in any such case which default or event would have a material adverse effect on the assets or properties, business, results of operations or condition (financial or otherwise) of the Target;

(p) there are no judgments against the Target which are unsatisfied, nor is the Target subject to any consent decrees or injunctions;

(q) this Agreement has been or will, by the Approval Date, be duly authorized by all necessary corporate action on the part of the Target, and the Target has full corporate power and authority to enter into this Agreement and to perform its

obligations set out herein, and this Agreement is a legal, valid and binding obligation of the Target, enforceable against the Target in accordance with its terms subject to laws relating to creditors' rights generally, the availability of equitable remedies and except as rights to indemnity and contribution may be limited by applicable law;

(r) except as disclosed in the Filing Statement, no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of the Target or any other security convertible into or exchangeable for any such shares, or to require the Target to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;

(s) the Target has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it with respect to applicable taxes, to the extent that any of the foregoing is due and payable;

(t) the Target has not violated the *Corruption of Foreign Public Officials Act* (Canada);

(u) the Target has established on its respective books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Target except for taxes not yet due, and there are no audits of any of the tax returns of the Target which are known by the Target's management to be pending, and there are no claims which have been or, to the Target's knowledge, may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Target;

(v) all operations of the Target have been conducted in accordance with good industry practices and to the best of the Target's knowledge, in material compliance with applicable laws, rules, regulations, orders and directions of government and other competent authorities;

(w) to the best of the Target's knowledge, after due inquiry, the Target, as applicable: (i) is in material compliance with any and all applicable foreign, federal, provincial, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"); (ii) has received all material permits, licenses or other approvals required of the Target under applicable Environmental Laws to conduct their business as presently conducted; and (iii) is in material compliance with all terms and conditions of any such permit, license or approval;

(x) the minute books of the Target as provided or made available to the Sponsor are true and correct in all material respects and contain all the resolutions of its directors and shareholders;

(y) there is not presently, and will not be until the Approval Date, any Material Change or change in any Material Fact relating to the Target which has not been or will not be fully disclosed to the Sponsor, and in accordance with the requirements of the Acts and the policies of the Exchange;

(z) it has informed the directors and officers of the Target who will be directors and officers of the Company following the completion of the Transaction about their ongoing continuing and timely disclosure responsibilities under the Rules and the Acts;

(aa) except as described in the Filing Statement, other than the Sponsor, no person, firm or corporation acting or purporting to act at the request of the Target is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein; and

(bb) the warranties and representations in this section are true and correct and will remain so in all material respects as of the Approval Date.

6.3 The Sponsor represents and warrants to the Company that:

(a) it is a valid and subsisting corporation under the law of the jurisdiction in which it was incorporated, continued or amalgamated;

(b) it is qualified to serve as a sponsor pursuant to the Policies and the Rules;

(c) it is a member in good standing of the Exchange;

(d) the Sponsor has full corporate power and authority to enter into this Agreement and to perform its obligations set out herein, and this Agreement has been duly authorized, executed and delivered by the Sponsor and this Agreement is a legal, valid and binding obligation of the Sponsor, enforceable against the Sponsor in accordance with its terms subject to laws relating to creditors' rights generally, the availability of equitable remedies and except as rights to indemnity and contribution may be limited by applicable law; and

(e) this Agreement has been authorized by all necessary corporate action on the part of the Sponsor.

7. MATERIAL CHANGES

7.1 The Company agrees that if, between the date of this Agreement and the submission of the final Sponsor Report to the Exchange, a Material Change or a change in a Material Fact occurs in respect of the Company or the Target, the Company will:

(a) as soon as practicable notify the Sponsor in writing, setting forth the particulars of such change;

(b) as soon as practicable, to the extent required by the Regulatory Authorities, issue and file with the applicable Regulatory Authorities a news release that is authorized by a senior officer disclosing the nature and substance of the change;

(c) as soon as practicable, and in any event no later than 10 days after the date on which the change occurs, file with the Commissions any report required by the applicable Acts which discloses the change; and

(d) provide copies of that news release, when issued, and that report, when filed, to the Sponsor and its legal counsel.

8. TERM AND TERMINATION

8.1 The term of this Agreement will be from the reference date of this Agreement until the Approval Date, unless earlier terminated or unless extended by the parties in accordance with the terms of this Agreement.

8.2 The Sponsor may terminate its obligations under this Agreement by notice in writing to the Company at any time if:

(a) an adverse Material Change, or an adverse change in a Material Fact relating to any of the Company or the Target occurs or is announced by the Company;

(b) there should develop, occur or come into effect any event of a nature, including without limitation, accident, act of terrorism, public protest, governmental law or regulation which is the sole opinion of the Sponsor adversely affects or may adversely affect the financial markets or the business affairs, prospects or financial condition of the Company, the Target or the market price or value or marketability of the securities of the Company;

(c) an enquiry or investigation (whether formal or informal) or other proceeding in relation to the Company or the Target, or their respective directors and officers, is announced, commenced or threatened by an officer or official of any competent authority that would, or could, have a material adverse effect on either the Company or the Target or any of the business, affairs, capital, properties or assets thereof or on the Transaction;

(d) any order to cease trading (other than the trading halt required under the Rules in connection with the Transaction) in the securities of the Company or the Target is made, or proceedings are announced, commenced or threatened for the making of any such order, by a competent regulatory authority and has not been rescinded, revoked or withdrawn;

(e) the Sponsor determines that any of the representations or warranties made by the Company in this Agreement is false or has become false;

(f) the Sponsor is advised that the Exchange will not accept for filing the Disclosure Documents or documentation relating to the Transaction;

(g) the Company is at any time in material breach of this Agreement; or

(h) the Sponsor, in its sole and absolute discretion, is not satisfied with the results of its due diligence review of the Company or the Target.

8.3 The Company acknowledges and agrees that, if the Sponsor terminates this Agreement, then the Sponsor may disclose to the Exchange such information concerning the Company or the Target as the Exchange may request including any information which the Company has disclosed to the Sponsor on a privileged or confidential basis.

8.4 The rights of the Sponsor to terminate this Agreement are in addition to such other remedies as it may have in respect of any default, misrepresentation, act or failure of the Company in respect of any of the matters contemplated by this Agreement.

8.5 Notwithstanding any other term hereof, this Agreement will terminate if the Approval Date does not occur within 180 days of the reference date of this Agreement.

9. EXPENSES OF SPONSOR

9.1 The Company will pay all the expenses reasonably incurred by the Sponsor in connection with the services provided by the Sponsor under this Agreement including, without limitation, the fees and expenses of the Sponsor's legal counsel, the fees and expenses of any experts or third parties engaged by the Sponsor, expenses incurred in conducting background checks on the existing or proposed directors, officer, insiders and promoters of the Company, and fees and expenses of any travel required in the course of the Sponsor's investigation.

9.2 The Company will pay the expenses referred to in the previous section even if the Transaction is not completed or this Agreement is terminated, unless the termination is the result of a breach of this Agreement by the Sponsor.

9.3 The Sponsor may, from time to time, render accounts for its expenses to the Company for payment on or before the dates set out in the accounts.

9.4 The Sponsor acknowledges receipt of $10,000 as a retainer towards the Sponsor's fees and expenses. The Sponsor agrees that any unused portion of the retainer will be returned to the Company on the earlier of the Approval Date or the termination of this Agreement. The Company agrees to provide such additional retainers to the Sponsor as may be reasonably requested by the Sponsor from time to time.

10. INDEMNITY

10.1 The Company and its subsidiaries, if applicable, or affiliated companies, as the case may be, and the Target (collectively, the "**Indemnitors**") hereby jointly and severally agree to indemnify and hold the Sponsor and its subsidiaries and affiliates, and their respective directors, officers, employees and agents (each an "**Indemnified Party**" and collectively, the

"**Indemnified Parties**") harmless from and against any and all expenses, losses (other than consequential damages and loss of profits), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of its counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which the Indemnified Parties or any of them may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Indemnitors by the Indemnified Parties hereunder (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against any of the Indemnified Parties, provided that the Indemnitors have agreed to such settlement), provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

(a) the Indemnified Parties have been negligent or have committed willful misconduct or any fraudulent act in the course of such performance; and

(b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the negligence, willful misconduct or fraud referred to in (a).

Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including legal expenses), losses, claims and liabilities that the Sponsor may incur as a result of any action or litigation that may be threatened or brought against any of the Indemnified Parties insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Indemnitors by the Indemnified Parties hereunder.

10.2 The Company will reimburse the Indemnified Parties for any and all expenses or liabilities which are indemnifiable hereunder as and when they are incurred by the Indemnified Party. If any action or claim is brought against an Indemnified Party in respect of which indemnity may be sought from the Company pursuant to this Agreement, the Indemnified Party will promptly notify the Company in writing.

10.3 If for any reason (other than the occurrence of any of the events itemized in paragraphs 10.1(a) and 10.1(b) above), the foregoing indemnification is unavailable to the Sponsor or any Indemnified Party or is insufficient to hold the Sponsor or any Indemnified Party harmless as a result of such expense, loss, claim, damage or liability, the Indemnitors, the Sponsor and such Indemnified Party will contribute to such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitors on the one hand and the Sponsor or any Indemnified Party on the other hand but also the relative fault of the Indemnitors and the Sponsor or any Indemnified Party, as well as any relevant equitable considerations; provided that the Indemnitors shall in any event contribute to the amount paid or payable by the Sponsor or any Indemnified Party as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by the Sponsor hereunder.

10.4 The Indemnitors agree that in case any legal proceeding shall be brought against the Indemnitors, the Sponsor and/or any of its respective Indemnified Party by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or any such entity shall investigate the Indemnitors, the Sponsor and/or any Indemnified Party shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitors, the Indemnitors shall have the right to retain, at their own expense, counsel reasonably satisfactory to the Sponsor to defend the Sponsor in respect of such proceeding unless the Sponsor elects to retain its own counsel. If the Sponsor elects to retain its own counsel, the fees and expenses of such counsel will, notwithstanding section 10.3 above, be borne by the Sponsor unless, in the opinion of the Sponsor on the advice of legal counsel, the representation of both parties by the same legal counsel would be inappropriate due to the potential differing interests between them, the Indemnitors have not retained counsel within a reasonable time after being notified of the proceeding or the Indemnitors otherwise consent to the use of such independent legal counsel, in which case the Indemnitors shall be liable to pay the reasonable fees and expenses of counsel for the Sponsor as well as the reasonable costs (including an amount to reimburse the Sponsor for time spent by its Personnel in connection therewith) and out-of-pocket expenses incurred by its Indemnified Parties in connection therewith shall be paid by the Indemnitors as they occur.

10.5 Promptly after receipt of notice of the commencement of any legal proceeding against the Sponsor or any of its Indemnified Parties or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitors, the Sponsor will notify the Indemnitors in writing of the commencement thereof, and throughout the course thereof, will provide copies of all relevant documentation to the Indemnitors, will keep the Indemnitors advised of the progress thereof and will discuss with the Indemnitors all significant actions proposed. However, the failure by the Sponsor to notify the Indemnitors will not relieve the Indemnitors of their obligations to indemnify the Sponsor and/or any such Indemnified Party. The Indemnitors shall on behalf of itself and the Sponsor, and/or any Indemnified Party, as applicable, be entitled (but not required) to assume the defence of any suit brought to enforce such legal proceeding; provided, however, that the defence shall be conducted through legal counsel acceptable to the Sponsor and/or any such Indemnified Party, as applicable, acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitors without the prior written consent of the Sponsor and/or any such Indemnified Party, as applicable, and none of the Sponsor and/or any such Indemnified Party, as applicable, shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld. If the Sponsor and the Indemnified Parties elect to retain its own counsel, the fees and expenses of such counsel will, notwithstanding section 10.4 above, be borne by the Sponsor unless, in the opinion of the Sponsor on the advice of legal counsel, the representation of both parties by the same legal counsel would be inappropriate due to the potential differing interests between them, the Indemnitors have not retained counsel within a reasonable time after being notified of the proceeding or the Indemnitors otherwise consent to the use of such independent legal counsel, in which case the Indemnitors shall be liable to pay the reasonable fees and expenses of counsel for the Sponsor as they occur.

10.6 The indemnity and contribution obligations of the Indemnitors shall be in addition to any liability, which the Indemnitors may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitors, the Sponsor, and any of the Indemnified Party. The foregoing provisions shall survive the completion of professional services rendered under this Agreement.

11. CONFIDENTIALITY

The Sponsor will establish reasonable procedures to hold in confidence all information received by it from the Company or the Target which has not been generally disclosed to the public and will not knowingly disclose such information, except as required in the opinion of its legal counsel, acting reasonably, to discharge its obligations:

(a) under this Agreement; or

(b) under applicable law or regulatory policy,

in each case after providing written notice to the Company and the Target.

12. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, it will be considered separate and severable from this Agreement and the remaining provisions of this Agreement will remain in force and be binding upon the parties as though the illegal or unenforceable provision had never been included.

13. NOTICE

13.1 All notices required to be given under this Agreement must be made in writing and either delivered or sent by facsimile, email or other electronic means to the party to whom notice is to be given at the address below or at such other address designated by that party in writing:

To the Company:

Elissa Resources Ltd.
1450 - 700 West Geogia Street
Vancouver, British Columbia V7Y 1K8

Attention: Paul McKenzie
Fax: 604-662-3231
Email: paulmck@nexoptic.com

with a copy to:

Armstrong Simpson
2080 - 777 Hornby Street
Vancouver, British Columbia V6Z 1S4

Attention: Shauna Hartman
Fax: 604-662-3231
Email: shartman@armlaw.com

To the Target:

Spectrum Optix Inc.
19 Wentworth Manor, S.W.
Calgary, Alberta, T3H 5K5

Attention: John Daugela
Email: johnd@spectrumoptix.com

with a copy to:

Burstall Winger Zammit LLP
Suite 1600 Dome Tower
333 7th Avenue, S.W.
Calgary, Alberta, T2P 2Z1

Attention: Robert Verbuck
Fax: 403-266-6016
Email: verbuck@burstall.com

To the Sponsor:

Haywood Securities Inc.
700 - 200 Burrard Street
Vancouver, British Columbia V6C 3L6

Attention: Frank Stronach
Fax: 604-697-7481
Email: fstronach@haywood.com

with a copy to:

McCullough O'Connor Irwin LLP
Suite 2600 Oceanic Plaza
1066 West Hastings Street
Vancouver, BC
V6E 3X1

Attention: David Gunasekera
Fax: 604-687-7099
Email: dgunasekera@moisolicitors.com

13.2 Notice will be deemed to have been given at the time of transmission or delivery.

13.3 If notice is mailed, it will be deemed to have been received five Business Days following the date of mailing of the notice unless there is an interruption in normal mail service due to strike, labour unrest or other cause during such five Business Days, in which case any notice sent by mail shall be deemed not to have been received until it is actually received.

14. GENERAL

14.1 Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

14.2 The representations, warranties, covenants and indemnities of the Company, the Target and the Sponsor contained in this Agreement will survive the Approval Date and will continue in full force and effect for the benefit of the parties, regardless of any due diligence investigation carried out by or on behalf of any party with respect thereto.

14.3 Where any representation, warranty or other statement in this Agreement is expressed to be made by the Company or the Target to its or their knowledge or is otherwise expressed to be limited in scope to matters known to such party or of which such party is aware, it shall mean such knowledge as is actually known to, or which would have or should have come to the attention of the officers or employees of such party who have overall responsibility for or knowledge of the matters relevant to such statement and each of the Company and the Target confirms that it has made appropriate inquiries of all such officers and employees.

14.4 This Agreement is to be read with all changes in gender or number as required by the context.

14.5 This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns. Notwithstanding the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other party.

14.6 The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

14.7 This Agreement is governed by, subject to and interpreted in accordance with the laws of the Province of British Columbia, and the courts of the Province of British Columbia will have the exclusive jurisdiction over any dispute arising in connection with this Agreement.

14.8 Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

14.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties including, without limitation, the engagement letter between the parties dated July 20, 2015 and, except as incorporated by reference above, there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement unless signed by each party and purporting to be an amendment to this Agreement.

(The remainder of this page left intentionally blank.)

14.10 This Agreement may be executed in two or more counterparts and may be delivered by facsimile, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the date first given above.

The parties have executed this Agreement on the day and year first written above.

ELISSA RESOURCES LTD.

Per: *Signed*

Authorized Signatory

SPECTRUM OPTIX INC.

Per: *Signed*

Authorized Signatory

HAYWOOD SECURITIES INC.

Per: *Signed*

Authorized Signatory

SCHEDULE A

ELISSA RESOURCES LTD.

OFFICER'S CERTIFICATE

TO: Haywood Securities Inc.
700 - 200 Burrard Street
Vancouver, British Columbia
V6C 3L6

AND TO: McCullough O'Connor Irwin LLP
Suite 2600 Oceanic Plaza
1066 West Hastings Street
Vancouver, BC
V6E 3X1

This certificate is being delivered in connection with the proposed transaction (the **"Transaction"**) involving the acquisition of all of the issued and outstanding shares of Spectrum Optix Inc. (the **"Target"**) by Elissa Resources Ltd. (the "**Company**") and the sponsorship agreement (the **"Sponsorship Agreement"**) dated January 13, 2016 entered into between the Company, the Target and Haywood Securities Inc. (the **"Sponsor"**).

Capitalized terms not otherwise defined herein shall have the meaning given to those terms in the Sponsorship Agreement.

The undersigned, Paul McKenzie and Samantha Shorter, acting in our capacities as the Chief Executive Officer and the Chief Financial Officer of the Company, respectively, and not in any personal capacity and without personal liability, hereby certify to the best of our knowledge, information and belief, after having made due inquiry, that:

1. the Company's financial statements contained in the disclosure documents prepared in accordance with the Policies of the Exchange by the Company in connection with the Transaction (the **"Disclosure Documents"**) present fairly and accurately the financial condition of the Company;

2. the Company does not have any contingent liabilities out of the ordinary course of business which are of a nature material to the Company, except as disclosed in the financial statements contained in the Disclosure Documents;

3. the Company is not party to a material contract which is not disclosed in the Disclosure Documents and the material contracts disclosed in the Disclosure Documents constitute valid and binding obligations of the parties thereto, enforceable against each of such parties in accordance with their respective terms except as enforcement may be limited by general principles of equity, applicable bankruptcy, insolvency, preference and

reorganization laws and other laws generally affecting the enforcement of creditors' rights and the availability of discretionary judicial remedies;

4. there are no actions, suits, proceedings or inquiries pending or threatened against or affecting the Company at law or in equity or before or by and federal, provincial, municipal or other governmental department, commission, board, bureau or agency, domestic or foreign, which may in any way materially and adversely affect the Company;

5. no order ceasing or suspending trading in securities of the Company nor prohibiting the sale of such securities has been issued to the Company or its directors, officers or promoters or to any reporting companies that have common directors, officers or promoters and no proceedings for such purposes are pending or threatened;

6. the issuance by the Company of its securities pursuant to the Transaction does not and will not conflict with or result in a breach of or constitute a default under or result in a violation of, whether after notice or lapse of time or both, any of the terms, conditions or provisions of the constating documents, by-laws or resolutions of the Company or any indenture or other agreement or instrument to which the Company is a party or by which it is bound or any order, decree, statute, by-law, regulation, covenant or restriction applicable to the Company or any of its assets;

7. the Company is not presently in default in the performance of any covenant or obligation contained in any indenture or other agreement which creates, evidences or secures the indebtedness of the Company;

8. no facts have come to the attention of the undersigned indicating that the representations and warranties constituted by the delivery of the Disclosure Documents are untrue, incorrect or misleading in any material respect;

9. except as disclosed in the Disclosure Documents, there are no persons, firms or corporations having any agreement or option or any right or privilege capable of becoming an agreement for the purchase, subscription or issuance of any securities of the Company;

10. there are no agreements with respect to the securities of the Company with the shareholders of the Company or the Target not disclosed in the Disclosure Documents;

11. there are no Material Facts not disclosed in the Disclosure Documents;

12. the Company's directors and officers, as disclosed in the Disclosure Documents, have been duly elected or appointed and hold the office indicated in the Disclosure Documents;

13. all financial statements of the Company contained in the Disclosure Documents have been approved by the Company's board of directors;

14. the representations and warranties of the Company set forth in the Sponsorship Agreement or in any documents delivered in order to carry out the Transaction are true and correct as of the date of this certificate;

15. subject to final approval by the Exchange, the Transaction has been duly completed;

16. the Company is not in default with respect to any filings it is required to make with the Exchange, the British Columbia Securities Commission or the Alberta Securities Commission or any other securities regulatory authority having jurisdiction; and

17. the Disclosure Documents and the filing of the Disclosure Documents with the Exchange have been duly authorized by and on behalf of the Company.

DATED at Vancouver, British Columbia, as of the _____ day of <@>, 2016.

_____
Paul McKenzie
Chief Executive Officer of
Elissa Resources Ltd.

_____
Samantha Shorter
Chief Financial Officer of
Elissa Resources Ltd.

SCHEDULE B

SPECTRUM OPTIX INC.

OFFICERS' CERTIFICATE

TO: Haywood Securities Inc.
700 - 200 Burrard Street
Vancouver, British Columbia
V6C 3L6

AND TO: McCullough O'Connor Irwin LLP
Suite 2600 Oceanic Plaza
1066 West Hastings Street
Vancouver, BC
V6E 3X1

This certificate is being delivered in connection with the proposed transaction (the **"Transaction"**) involving the acquisition of all of the issued and outstanding shares of Spectrum Optix Inc. (the **"Target"**) by Elissa Resources Ltd. (the **"Company"**) and the sponsorship agreement (the **"Sponsorship Agreement"**) dated January 13, 2016 entered into between the Company, the Target and Haywood Securities Inc. (the **"Sponsor"**).

Capitalized terms not otherwise defined herein shall have the meaning given to those terms in the Sponsorship Agreement.

The undersigned, John Daugela, acting in my capacities as the President and Chief Executive Officer of the Target and not in my personal capacity and without personal liability, hereby certify to the best of my knowledge, information and belief, after having made due inquiry, that:

1. the Target is the beneficial owner or lessee or sublessee of the properties, business and assets referred to in the disclosure documents (the **"Disclosure Documents"**) prepared by the Company in accordance with the policies of the Exchange in connection with the Transaction, and any and all agreements pursuant to which the Target holds any interest in such properties, business and assets are in good standing according to the terms thereof and in full force and effect, and there has not been any default in any obligation to be performed thereunder;

2. the Target's financial statements contained in the Disclosure Documents present fairly and accurately the financial condition of the Target;

3. the Target does not have any contingent liabilities out of the ordinary course of business which are of a nature material to the Target, except as disclosed in the financial statements contained in the Disclosure Documents;

4. the Target is not party to a material contract which is not disclosed in the Disclosure Documents and the material contracts disclosed in the Disclosure Documents constitute valid and binding obligations of the parties thereto, enforceable against each of such parties in accordance with their respective terms except as enforcement may be limited by general principles of equity, applicable bankruptcy, insolvency, preference and reorganization laws and other laws generally affecting the enforcement of creditors' rights and the availability of discretionary judicial remedies;

5. there are no actions, suits, proceedings or inquiries pending or threatened against or affecting the Target at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, domestic or foreign, which may in any way materially and adversely affect the Target or its subsidiaries;

6. no order ceasing or suspending trading in securities of the Target nor prohibiting the sale of such securities has been issued to the Target or its directors, officers or promoters or to any reporting companies that have common directors, officers or promoters and no proceedings for such purposes are pending or threatened;

7. the Target is not presently in default in the performance of any covenant or obligation contained in any indenture or other agreement which creates, evidences or secures the indebtedness of the Target;

8. except as disclosed in the Disclosure Documents, there are no persons, firms or corporations having any agreement or option or any right or privilege capable of becoming an agreement for the purchase, subscription or issuance of any securities of the Target;

9. there are no agreements with respect to securities of the Target being issued pursuant to the Transaction not disclosed in the Disclosure Documents;

10. there are no Material Facts relating to the Target not disclosed in the Disclosure Documents;

11. the Target's directors and officers, as disclosed in the Disclosure Documents, have been duly elected or appointed and hold the office indicated in the Disclosure Documents;

12. all financial statements of the Target contained in the Disclosure Documents have been approved by the Target's board of directors;

13. the representations and warranties of the Target set forth in the Sponsorship Agreement are true and correct as of the date of this certificate; and

14. subject to final approval by the Exchange, the Transaction has been duly completed.

DATED at Vancouver, British Columbia, as of the _____ day of <@>, 2016.

_____
John Daugela
President and Chief Executive Officer of
Spectrum Optix Inc.