

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made effective as of March 31, 2017.

BETWEEN:

EXITO ENERGY II INC., a corporation existing under the laws of the Province of Alberta ("**Exito**")

- and -

GOOD LIFE NETWORKS INC., a corporation existing under the laws of the Province of British Columbia ("**GLN**")

RECITALS:

- A. **WHEREAS** Exito and GLN (collectively, the "**Parties**") are parties to an amended and restated arrangement agreement dated as of the 31st day of January 2017 (the "**Arrangement Agreement**");
- B. **AND WHEREAS** the Parties have agreed to amend certain terms set forth in the Arrangement Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and 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. **Interpretation.** This Amending Agreement is supplemental to and shall form one agreement with the Arrangement Agreement, and the Arrangement Agreement and this Amending Agreement shall be read together and have effect so far as practicable as though all the provisions thereof and hereof were contained in one instrument. Capitalized terms that are not otherwise defined herein shall have the meaning attributed to those terms in the Arrangement Agreement.
- 2. **Amendments.**

The Arrangement Agreement be and is hereby amended as follows:

- (a) Section 1.1(jjj) of the Arrangement Agreement is hereby amended by deleting the words "April 28, 2017" and replacing them with "July 31, 2017";
- (b) Section 2.1(f) of the Arrangement Agreement is hereby amended by deleting the words "April 3, 2017" and replacing them with "June 16, 2017";
- (c) Section 2.2 of the Arrangement Agreement is hereby amended by deleting the words "February 21, 2017" and replacing them with "April 27, 2017";
- (d) Section 2.3 of the Arrangement Agreement is hereby amended by deleting the words "twelve months after the Effective Date" and replacing them with "May 13, 2018";
- (e) Section 2.6(a)(iii) of the Arrangement Agreement is hereby amended by deleting the words "March 23, 2017" and replacing them with "May 26, 2017";
- (f) Section 2.10 of the Arrangement Agreement is hereby amended by deleting and replacing the entire paragraph to read as follows:

"2.10 Effective Date

The Arrangement shall become effective at the Effective Time. GLN shall use its reasonable commercial efforts to: (a) mail the Information Circular to the GLN Shareholders by April 28, 2017; (b) hold the GLN Meeting by May 26, 2017; and (c) cause the Effective Date to occur on or about June 16, 2017 or as soon thereafter as reasonably practicable and in any event by the Outside Date.";

- (g) Section 6.2(c) of the Arrangement Agreement is hereby amended by deleting the words "March 23, 2017" and replacing them with "May 26, 2017";
 - (h) Section 6.16(a)(i) of the Arrangement Agreement is hereby amended by deleting the words "February 21, 2017" and replacing them with "April 27, 2017";
 - (i) Section 7.3(b) of the Arrangement Agreement is hereby amended by deleting the words "March 23, 2017" and replacing them with "May 26, 2017";
 - (j) Section 8.1(b) of the Arrangement Agreement is hereby amended by deleting the words "February 21, 2017" and replacing them with "April 27, 2017";
 - (k) Section 9.3(c) of the Arrangement Agreement is hereby amended by deleting the words "March 23, 2017" and replacing them with "May 26, 2017";
 - (l) Section 9.3(m) of the Arrangement Agreement is hereby amended by deleting the words "February 21, 2017" and replacing them with "April 27, 2017"; and;
 - (m) Section 9.3(n) of the Arrangement Agreement is hereby amended by deleting the word "2017" in its entirety.
3. **Confirmation.** The Parties hereby acknowledge and confirm that, except as specifically amended by the provisions of this Amending Agreement, all of the terms and conditions contained in the Arrangement Agreement are and shall remain in full force and effect, un-amended, in accordance with the provisions thereof.
4. **General.**
- (a) This Amending Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
 - (b) This Amending Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
 - (c) This Amending Agreement, when read together with the Arrangement Agreement, contains the entire agreement between the Parties with respect to the subject matter herein and supersedes any prior understanding or agreements between them respecting the subject matter.
 - (d) All provisions of this Amending Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the Parties, their respective successors and permitted assigns.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement this 25th day of April, 2017, effective as of the 31st day of March 2017.

EXITO ENERGY II INC.

Per: (signed) "Brad Docherty"
Brad Docherty
President and Chief Executive Officer

GOOD LIFE NETWORKS INC.

Per: (signed) "Jesse Dylan"
Jesse Dylan
Chief Executive Officer