

THIRD AMENDING AGREEMENT

THIS THIRD AMENDING AGREEMENT is made as of July 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, as amended by an amending agreement dated effective March 31, 2017 and a second amending agreement dated effective March 31, 2017 (collectively, the "**Arrangement Agreement**");
- B. **AND WHEREAS** the Parties have agreed to further 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 "July 31, 2017" and replacing them with "September 30, 2017"; and
 - (b) Section 8.2(d) of the Arrangement Agreement is hereby amended by deleting the words "131,339,576" and replacing them with "131,865,891".
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.

[Remainder of this page left intentionally blank; signature page(s) to follow.]

IN WITNESS WHEREOF the Parties have executed this Amending Agreement this 31st day of July, 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