

**AMENDMENT AGREEMENT NO. 1**

THIS AGREEMENT dated for reference the 28th day of July, 2017.

**AMONG:**

**GREEN LIFE CLINICS LTD.**, a company incorporated pursuant to the laws of the Province of British Columbia and having a registered office located at Suite 2080-777 Hornby Street, Vancouver, British Columbia, V6Z 1S4

(hereinafter called “**GLC**”)

OF THE FIRST PART

**AND:**

**LEO RESOURCES INC.**, a company incorporated pursuant to the laws of the Province of British Columbia and having an office located Suite 800-1199 West Hastings Street, Vancouver, British Columbia, V6E 3T5

(hereinafter called “**Leo**”)

OF THE SECOND PART

**AND:**

**1125076 B.C. LTD**, a company incorporated pursuant to the laws of the Province of British Columbia and having a registered office located at Suite 2080-777 Hornby Street, Vancouver, British Columbia, V6Z 1S4

(hereinafter called “**Subco**”)

OF THE THIRD PART

**WHEREAS:**

A. GLC, Leo and Subco entered into an amalgamation agreement dated July 5, 2017 (the “**Amalgamation Agreement**”); and

B. The parties mutually wish to amend the Amalgamation Agreement.

**NOW THEREFORE**, in consideration of the mutual premises and the respective covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. ONE AGREEMENT**

The Amalgamation Agreement, as amended hereby, will continue in full force and effect and this Amendment Agreement will have effect so far as practicable as if all the provisions of the Amalgamation Agreement and of this Amendment Agreement were contained in the one instrument.

## 2. DEFINITIONS

Except as otherwise specified herein, all capitalized terms defined in the Amalgamation Agreement will have the same meaning when used in this Amendment Agreement.

## 3. AMENDMENTS TO SHARE EXCHANGE AGREEMENT

Effective as of the date hereof, the Amalgamation Agreement is hereby amended as follows:

- (i) The reference to "\$2,255,000" in section 3.1 shall be replaced with a reference to "\$3,255,000
- (ii) Section 3.2 shall be deleted in its entirety.
- (iii) The definition of "Termination Date" in Schedule "A" shall be deleted in its entirety and replaced as follows:

**"Termination Date"** means June 15, 2018".

## 4. GOVERNING LAW

This Amendment Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the courts of such Province will have jurisdiction over any dispute arising under this Agreement.

## 5. COUNTERPARTS

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

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the day and year first above written.

### **GREEN LIFE CLINICS LTD.**

Per: "Anthony Jackson" /s/  
Authorized Signatory

### **1125076 B.C. LTD.**

Per: "Usama Chaudry" /s/  
Authorized Signatory

### **LEO RESOURCES INC.**

Per: "Usama Chaudry" /s/  
Authorized Signatory