

## AMENDING AGREEMENT

**THIS AMENDING AGREEMENT** is made effective the 21<sup>st</sup> day of June, 2018.

AMONG:

**LAMÊLÉE IRON ORE LTD.**, a corporation existing under the laws of Québec;

(hereinafter referred to as the “**Purchaser**” or “**LIR**”)

AND:

**AURA HEALTH INC.**, a company existing under the laws of Ontario;

(hereinafter referred to as “**Aura**”)

AND:

**EACH OF the shareholders, optionholders, debentureholders, noteholders and warrant holders of Aura**, as set out in Schedule A attached hereto;

(collectively, the “**Securityholders**”, and individually as, a “**Securityholder**”)

### WHEREAS

(A) the parties hereto entered into a share exchange agreement dated effective May 31, 2018 pursuant to which, and subject to the terms thereof, LIR agreed to acquire substantially all of the issued and outstanding securities of Aura from the Securityholders (the “**Share Exchange Agreement**”)

(B) §11.14 of the Share Exchange Agreement provides that such agreement may be amended by an agreement in writing signed by the parties thereto; and

(C) the parties hereto wish to enter into this Amending Agreement in the manner set forth herein.

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

1. In this Amending Agreement capitalized terms not otherwise defined herein will have the meaning given to them in the Share Exchange Agreement.
2. §1.1 (k) of the Share Exchange Agreement is hereby deleted in its entirety and replaced with the following:

“**Aura Finder Shares**” means 300,000 Aura Shares issuable immediately prior to Closing to Aura Finder as satisfaction for a finder’s fee with respect to the Transaction at a deemed value of \$0.49 per share for an aggregate deemed value of \$147,000, subject to

the applicable securities laws and the policies of CSE, which will be exchanged with 300,000 Common Shares on Closing;

3. §1.1 (x) of the Share Exchange Agreement is hereby deleted in their entirety and replaced with the following:

“**Concurrent Financing Price**” means the issue price for the Financing Units in the Concurrent Financing, which is subject to a minimum issue price of \$0.49 per Financing Unit;

4. §1.1 (nn) of the Share Exchange Agreement is hereby deleted in their entirety and replaced with the following:

“**Exchange Ratio**” means 1 Common Share for each one Aura Share;

5. §1.1 (pp) of the Share Exchange Agreement is hereby deleted in their entirety and replaced with the following:

“**Financing Unit Warrants**” means warrants of Aura comprising part of the Financing Units, with each whole Financing Unit Warrant entitling the holder to purchase one Aura Share at \$0.75 per share for a period of 2 years after Closing;

6. §1.1 (zzz) of the Share Exchange Agreement is hereby deleted in their entirety and replaced with the following:

“**Termination Date**” means July 31, 2018, or such later date as may be agreed in writing between the Purchaser and Aura;

7. §2.01 (a) of the Share Exchange Agreement is hereby deleted in their entirety and replaced with the following:

The Parties acknowledge and agree that Aura shall use its best efforts to complete a non-brokered private placement financing (the “**Concurrent Financing**”) immediately prior to the completion of the Transaction of a minimum of 2,040,816 Financing Units with a minimum gross proceeds of \$1,000,000 or such other amount as agreed to in writing by Purchaser and Aura (the “**Minimum Offering**”) and a maximum of 10,204,081 Financing Units with maximum gross proceeds of \$5,000,000 or such other amount as agreed to in writing by Purchaser and Aura (the “**Maximum Offering**”) at \$0.49 per Financing Unit.

8. §2.01 (b) of the Share Exchange Agreement is hereby deleted in their entirety and replaced with the following:

The Parties agree that Aura may engage registered brokers to act as finders in the Concurrent Financing (the “**Concurrent Financing Finders**”) and Aura will pay a finder’s fee equal to 8% of the gross proceeds of the Concurrent Financing sold to Concurrent Financing Purchasers introduced by the finders and issue finder options (the “**Concurrent Financing Finder Options**”) to purchase that number of Financing Units equal to 8% of the Financing Units sold in the Concurrent Financing exercisable for a period of two years from the Closing Date at a price of \$0.49 per Financing Unit.

9. §3.01 (a) of the Share Exchange Agreement is hereby deleted in their entirety and replaced with the following:

Purchase of Aura Shares from Aura Current Shareholders

Upon and subject to the terms and conditions of this Agreement, each Aura Current Shareholder hereby agrees to sell, transfer and convey the Aura Shares owned or to be owned by such Aura Current Shareholder immediately prior to Closing to Purchaser, and Purchaser agrees to purchase all and no less than all of such Aura Shares from such Aura Current Shareholders at the Time of Closing for a deemed aggregate consideration of \$8,695,700.23 to be satisfied by the issuance in aggregate of 17,746,327 Common Shares each at a deemed price of \$0.49 per Common Share, on the basis of an exchange ratio of 1 Common Share for each Aura Share exchanged (the “**Exchange Ratio**”).

10. §3.01 (b) of the Share Exchange Agreement is hereby deleted in their entirety and replaced with the following:

Purchase of Aura Shares issued in Concurrent Financing

The Parties agree that each Concurrent Financing Purchaser shall by signing an acknowledgement become a Party to this Agreement. Upon the Concurrent Financing Purchasers signing the acknowledgement and upon issuance of the Aura Shares comprising part of the Financing Units issued in the Concurrent Financing, each Concurrent Financing Purchaser shall become a Party to this Agreement, and upon and subject to the terms and conditions of this Agreement, each Concurrent Financing Purchaser shall have agreed to sell, transfer and convey the Aura Shares owned by such purchaser immediately prior to Closing to Purchaser, and Purchaser agrees to purchase all and no less than all of such Aura Shares comprising part of the Financing Units from all Concurrent Financing Purchasers at the Time of Closing on the basis of the Exchange Ratio, for aggregate consideration of 2,040,816 Common Shares in the case of a Minimum Offering or 10,204,081 Common Shares in the case of Maximum Offering, each at a deemed price of \$0.49 (the Common Shares to be issued in exchange for the Aura Shares sold in the Concurrent Financing, and the Common Shares to be issued in exchange for the Aura Shares held by the Aura Current Shareholders and by the Concurrent Financing Purchasers are collectively referred to as the “**Payment Shares**”).

11. §8.03 of the Share Exchange Agreement is hereby deleted in their entirety and replaced with the following:

Break-Fee

Notwithstanding any of the foregoing, upon termination of this Agreement in accordance with Sections 8.01(b), 8.01(c) or 8.01(e), Aura will make a cash payment to Purchaser in an amount \$75,000. Aura agrees to provide to LIR on the date hereof a non-interest bearing loan in the principal amount of \$37,500 due July 31, 2018 (or such other date as LIR and Aura may agree in writing) and if the break-fee is payable by Aura to LIR under

this section, the amount owing to Aura under the loan by LIR shall be set-off against the break-fee payable by Aura.

12. The Share Exchange Agreement is, in all other respects, ratified, confirmed and approved.
13. No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.
14. This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.
15. Independent Legal Advice

EACH SECURITYHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT ANY SECURITYHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH SECURITYHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH SECURITYHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT.

EACH SECURITYHOLDER FURTHER ACKNOWLEDGES, CONFIRMS AND AGREES THAT MCMILLAN LLP AND FOROOGHIAN & COMPANY LAW CORPORATION HAVE ACTED AND ARE ACTING AS COUNSEL ONLY TO THE PURCHASER AND AURA, RESPECTIVELY, AND THAT NEITHER MCMILLAN LLP NOR FOROOGHIAN & COMPANY LAW CORPORATION HAVE PROTECTED AND ARE NOT PROTECTING THE RIGHTS AND INTERESTS OF THE SECURITYHOLDER.

*[Signature pages follow.]*

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto on the date first above written.

**LAMÊLÉE IRON ORE LTD.**

By:  /s/ Stéphane Leblanc  
Name: Stéphane Leblanc  
Title: President and CEO

**AURA HEALTH INC.**

By:  /s/ Chris Carl  
Name: Chris Carl  
Title: Presudent and CEO



**CAYLAND TRUST** )  
a Securityholder herein, )  
 )  
 )  
 )  
Per: /s/ Paul McClory )  
Authorized Signatory )  
 )  
Paul McClory )  
(print name and title)

SIGNED and DELIVERED by )  
**GARY KIMEL,** )  
a Securityholder herein, in the presence of: )  
 )  
 )  
Witness Signature )  
 )  
 )  
Witness Address )  
 )  
 )  
Witness Name and Occupation )

/s/ Gary Kimel  
**GARY KIMEL**

**1407535 ONTARIO LIMITED** )  
a Securityholder herein, )  
 )  
 )  
 )  
Per: /s/ David Posner )  
Authorized Signatory )  
 )  
David Posner )  
(print name and title)

SIGNED and DELIVERED by )  
**DAVID POSNER,** )  
a Securityholder herein, in the presence of: )  
 )  
 )  
Witness Signature )  
 )  
 )  
Witness Address )  
 )  
 )  
Witness Name and Occupation )

/s/ David Posner  
**DAVID POSNER**

**SEEK CAPITAL OPPORTUNITY PARTNERSHIP**

a Securityholder herein, )

Per: /s/ Jesse Kaplan )

Authorized Signatory )

Jessee Kaplan )

(print name and title)

**PLAZACORP INVESTMENTS LIMITED** )

a Securityholder herein, )

Per: /s/ Sruli Weinreb )

Authorized Signatory )

Sruli Weinreb, VP of Equity Investments )

(print name and title)

SIGNED and DELIVERED by )

**ENNIO D'ANGELA,** )

a Securityholder herein, in the presence of: )

\_\_\_\_\_) )  
Witness Signature )

\_\_\_\_\_) )  
Witness Address )

\_\_\_\_\_) )  
Witness Name and Occupation )

\_\_\_\_\_  
*/s/ Ennio D'Angela*  
**ENNIO D'ANGELA**

SIGNED and DELIVERED by )

**MICHAEL FRANK,** )

a Securityholder herein, in the presence of: )

\_\_\_\_\_) )  
Witness Signature )

\_\_\_\_\_) )  
Witness Address )

\_\_\_\_\_) )  
Witness Name and Occupation )

\_\_\_\_\_  
*/s/ Michael Frank*  
**MICHAEL FRANK**



SIGNED and DELIVERED by )  
**DAN COHEN,** )  
a Securityholder herein, in the presence of: )

\_\_\_\_\_) )  
Witness Signature )

\_\_\_\_\_) )  
Witness Address )

\_\_\_\_\_) )  
Witness Name and Occupation )

\_\_\_\_\_) )  
*/s/ Dan Cohen* )  
**DAN COHEN** )

SIGNED and DELIVERED by )  
**SUSAN LAMBIE,** )  
a Securityholder herein, in the presence of: )

\_\_\_\_\_) )  
Witness Signature )

\_\_\_\_\_) )  
Witness Address )

\_\_\_\_\_) )  
Witness Name and Occupation )

\_\_\_\_\_) )  
*/s/ Susan Lambie* )  
**SUSAN LAMBIE** )

SIGNED and DELIVERED by )  
**AMY STEPHENSON,** )  
a Securityholder herein, in the presence of: )

\_\_\_\_\_) )  
Witness Signature )

\_\_\_\_\_) )  
Witness Address )

\_\_\_\_\_) )  
Witness Name and Occupation )

\_\_\_\_\_) )  
*/s/ Amy Stephenson* )  
**AMY STEPHENSON** )

**1306413 ONTARIO INC.** )  
a Securityholder herein, )

\_\_\_\_\_) )  
Per: */s/ Joanna Micner* )  
Authorized Signatory )

\_\_\_\_\_) )  
Joanna Micner )  
(print name and title)

SIGNED and DELIVERED by )  
**GRAHAM SAUNDERS,** )  
a Securityholder herein, in the presence of: )

\_\_\_\_\_) )  
Witness Signature )

\_\_\_\_\_) )  
Witness Address )

\_\_\_\_\_) )  
Witness Name and Occupation )

\_\_\_\_\_) )  
*/s/ Graham Saunders* )  
**GRAHAM SAUNDERS** )

**GRANDHILL CAPITAL INC.** )  
a Securityholder herein, )

\_\_\_\_\_) )  
Per: */s/ Yoel Altman* )  
Authorized Signatory )

\_\_\_\_\_) )  
Yoel Altman )  
(print name and title)

SIGNED and DELIVERED by )  
**ROBERT HALPERN,** )  
a Securityholder herein, in the presence of: )

\_\_\_\_\_) )  
Witness Signature )

\_\_\_\_\_) )  
Witness Address )

\_\_\_\_\_) )  
Witness Name and Occupation )

\_\_\_\_\_) )  
*/s/ Robert Halpern* )  
**ROBERT HALPERN** )

**2390113 ONTARIO INC.** )  
a Securityholder herein, )

\_\_\_\_\_) )  
Per: */s/ Yoel Altman* )  
Authorized Signatory )

\_\_\_\_\_) )  
Yoel Altman )  
(print name and title)

SIGNED and DELIVERED by )  
**STEVE BLUSTEIN,** )  
a Securityholder herein, in the presence of: )

\_\_\_\_\_)  
Witness Signature )

\_\_\_\_\_)  
Witness Address )

\_\_\_\_\_)  
Witness Name and Occupation )

\_\_\_\_\_  
*/s/ Steve Blustein*  
**STEVE BLUSTEIN**

**FMI CAPITAL ADVISORY INC.** )  
a Securityholder herein, )

\_\_\_\_\_)  
Per: */s/ Alex Storcheus* )  
Authorized Signatory )

\_\_\_\_\_)  
*Alex Storcheus, Sr VP, Corporate Finance* )  
(print name and title)

**FOUNDATION MARKETS INC.** )  
a Securityholder herein, )

\_\_\_\_\_)  
Per: */s/ Alex Storcheus* )  
Authorized Signatory )

\_\_\_\_\_)  
*Alex Storcheus, Sr VP, Corporate Finance* )  
(print name and title)