

SECURITIES EXCHANGE AGREEMENT

THIS SECURITIES EXCHANGE AGREEMENT is made effective the 31st day of May, 2018.

AMONG:

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

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

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 on the terms and subject to the conditions herein set forth, the Purchaser desires to purchase from the Securityholders all of the issued common shares of Aura outstanding on Closing (the “**Purchased Shares**”) and all Aura Closing Convertible Securities outstanding on Closing, and the Securityholders holding Purchased Shares desire to sell the Purchased Shares and the Aura Closing Convertible Securities to the Purchaser;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

- (a) “**Agreement**” means this securities exchange agreement as the same may be supplemented or amended from time to time;
- (b) “**Alternative Transaction**” means any of the following (other than the transactions contemplated by this Agreement): (a) any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or other business combination directly or indirectly involving Aura or the Purchaser, and in the case of

Aura also shall include any analogous transaction whereby Aura becomes directly or indirectly publicly listed (b) any acquisition of all or substantially all of the assets of Aura (or any lease, long-term supply agreement, exchange, mortgage, pledge or other arrangement having a similar economic effect), (c) any acquisition of beneficial ownership of 20% or more of Aura's or the Purchaser's common shares in a single transaction or a series of related transactions, (d) any acquisition by Aura or the Purchaser of any assets or capital stock of another person (other than acquisitions of capital stock or assets of any other person that are not, individually or in the aggregate, material to Aura or the Purchaser, taken as a whole), or (e) any bona fide proposal to, or public announcement of an intention to, do any of the foregoing on or before the Termination Date;

- (c) **“Aura Assets”** means the assets of Aura as shown in the Aura Financial Statements;
- (d) **“Aura Clinic LLCs”** means, collectively, Sun Valley Alternative Health Centers NV LLC, Sun Valley Alternative Health Centers Mesa LLC, Sun Valley Alternative Health Centers Tucson LLC and Sun Valley Alternative Health Centers Hollywood, FL LLC;
- (e) **“Aura Closing Convertible Securities”** means the Aura convertible securities outstanding on Closing assuming the automatic conversion of the Series A Debentures, being, collectively, the NHII Note, the Series A Debenture Warrants, the Series B Debentures (including any Series B Debentures that may be issued upon the exercise of the KW ROFR), the December Warrants, the December Compensation Options, the Series A Finder Warrants, the Series B Finder Warrants, the Aura Options, the Financing Unit Warrants and the Concurrent Financing Finder Options;
- (f) **“Aura Current Convertible Securities”** means the Aura convertible securities outstanding as of the date hereof, being, collectively, the NHII Note, the Series A Debentures, the Series B Debentures (including any Series B Debentures that may be issued upon the exercise of the KW ROFR), the December Warrants, the December Compensation Options, the Series A Finder Warrants, the Series B Finder Warrants and the Aura Options;
- (g) **“Aura Current Shareholders”** means the holders of 16,630,000 Aura Shares outstanding as of the date hereof;
- (h) **“Aura Disclosure Letter”** means the disclosure letter executed by Aura and delivered to the Purchaser in connection with the execution of this Agreement;
- (i) **“Aura Financial Statements”** has the meaning set forth in Section 6.03(k);
- (j) **“Aura Finder”** means Foundation Markets Inc.;
- (k) **“Aura Finder Shares”** means 147,763 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 \$1.00 per share for an aggregate deemed value of \$147,763, subject to the applicable securities laws and the policies of CSE, which will be exchanged with 300,000 Common Shares on Closing;
- (l) **“Aura Intellectual Property”** means all Intellectual Property used by Aura in carrying out its business, including but not limited to the Intellectual Property listed in Schedule 6.03(dd) hereto;

- (m) “**Aura Options**” means the 1,600,000 incentive stock options to purchase Aura Shares;
- (n) “**Aura Share**” means common shares in the capital of Aura;
- (o) “**Aura Shareholder**” means a holder of Aura Shares as set out in Part 1 of Schedule “A” attached hereto, comprised of Aura Current Shareholders and Concurrent Financing Purchasers;
- (p) “**Books and Records**” means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, permits, licenses, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (q) “**Business Day**” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Ontario;
- (r) “**CBCA**” means *Canada Business Corporations Act*;
- (s) “**Closing**” means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (t) “**Closing Date**” means the date of Closing, which shall be the fifth Business Day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or such other date as the parties may mutually determine;
- (u) “**Commercial Software Licenses**” means “shrink-wrap”, “web-wrap”, “click-wrap” or other similar generic licenses for commercially available software available to the public through retail dealers;
- (v) “**Common Shares**” means common shares in the capital of the Purchaser;
- (w) “**Concurrent Financing**” means the proposed non-brokered private placement of Aura for minimum gross proceeds of \$1,000,000 and maximum of \$5,000,000;
- (x) “**Concurrent Financing Price**” means the issue price for the Financing Units in the Concurrent Financing, which is subject to a minimum issue price of \$1.00 per Financing Unit;
- (y) “**Concurrent Financing Finders**” means registered dealers who act as finders in the Concurrent Financing;
- (z) “**Concurrent Financing Finder Options**” means the finder options Aura may issue to the Concurrent Financing Finders, to purchase up to 8% of the Financing Units sold by the finders in the Concurrent Financing, with each Concurrent Financing Finder Option entitling to the holder to purchase one Financing Unit at the Concurrent Financing Price for a period of 2 years after Closing;

- (aa) “**Concurrent Financing Purchasers**” means the purchasers of the Financing Units in the Concurrent Financing;
- (bb) “**Continuation**” means the continuance of Purchaser from CBCA to OBCA;
- (cc) “**Contracts**” (individually, a “**Contract**”) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (dd) “**Corporate Records**” means the corporate records of a corporation, including (i) its articles, by-laws or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;
- (ee) “**CSE**” means the Canadian Securities Exchange.
- (ff) “**December Compensation Options**” means 500,000 compensation options of Aura issued on December 9, 2016, each entitling the holder to purchase one December CO Unit at \$0.10 per December CO Unit until the earlier of December 9, 2021 and two years after the Closing Date;
- (gg) “**December CO Units**” means the units of Aura issuable upon the exercise of the December Compensation Options, each of which will be comprised of one Aura Share and one-half of one December CO Unit Warrant;
- (hh) “**December CO Unit Warrants**” means warrants to purchase Aura Shares at \$0.15 per share until the earlier of December 9, 2021 and two years after the Closing Date;
- (ii) “**December Warrants**” means the 3,275,000 warrants to purchase Aura Shares at \$0.15 per share until the earlier of December 9, 2021 and two years after Listing;
- (jj) “**Disclosure Document**” means a listing application, information circular or other similar document, as the case may be, prepared in connection with the Transaction contemplated herein;
- (kk) “**Disclosed**” means, in the case of the Securityholders and Aura, fairly disclosed (with sufficient details to identify the nature and scope of the matter disclosed) in or under the Aura Disclosure Letter, and, in the case of the Purchaser, fairly disclosed in writing to Aura prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed);
- (ll) “**Environmental Laws**” means, with respect to any Person or its business, activities, property, assets or undertaking, all laws or rules of any Governmental Body relating to environmental or health matters in the jurisdictions applicable to such Person or its business, activities, property, assets or undertaking, including legislation governing the use and storage of Hazardous Substances;

- (mm) “**Escrow Agent**” means Computershare Trust Company of Canada, or such other escrow agent as may be agreed to by the Purchaser and the Securityholders, each acting reasonably;
- (nn) “**Exchange Ratio**” means 2.03028147082299 Common Shares for each one Aura Share;
- (oo) “**Financing Units**” means units of Aura offered in the Concurrent Financing, with each Financing Unit comprised of one Aura Share and one-half of one Financing Unit Warrant;
- (pp) “**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 \$1.50 per share for a period of 2 years after Closing;
- (qq) “**Governmental Authority**” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (b) regulatory authority, including any securities commission, gaming commission or stock exchange, including the TSXV;
- (rr) “**Green Global**” means Green Global Properties Inc., a corporation existing under the State of Delaware and a wholly-owned subsidiary of Aura;
- (ss) “**Hazardous Substances**” means any hazardous, corrosive or toxic substances or materials, special wastes, wastes or any other substances, the storage, disposal, discharge, treatment, remediation or release into the environment of which is prohibited, controlled or regulated by any Governmental Authority;
- (tt) “**Intellectual Property**” means all domestic and foreign (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, patent disclosures and industrial designs, together with all reissuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, trading styles, logos, trade names and business names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals in connection therewith, (d) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (e) computer systems, software, data and related documentation, (f) other proprietary rights, (g) right, title and interest as licensee or authorized user of any of the aforementioned intellectual property, and (h) copies and tangible embodiments thereof in whatever form or medium whether now known or hereafter developed;
- (uu) “**KW ROFR Option**” mean the right of first refusal option granted to KW Capital Partners Limited by Aura to purchase up to an additional \$600,000 principal amount of Series B Debentures;
- (vv) “**laws**” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory

judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and “**law**” means any one of them;

- (ww) “**Listing Statement**” means the CSE Form 2A listing statement to be filed with the CSE concerning the Transaction and the business of the Resulting Issuer following the completion thereof;
- (xx) “**Material Adverse Effect**” means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the Purchaser or Aura, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction;
- (yy) “**Material Contract**” means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$25,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (zz) “**material fact**” shall have the meaning ascribed to it in the *Securities Act* (Ontario);
- (aaa) “**misrepresentation**” shall have the meaning ascribed to it in the *Securities Act* (Ontario);
- (bbb) “**Minimum Offering**” means the raising of a minimum of \$1,000,000 (or such other amount as agreed to in writing by Purchaser and Aura) gross proceeds in the Concurrent Financing;
- (ccc) “**Maximum Offering**” means the raising of a maximum of \$5,000,000 gross proceeds in the Concurrent Financing;
- (ddd) “**Name Change**” means the proposed change of name of Purchaser to “Aura Health Inc.” or such other name as approved by the board of directors of the Resulting Issuer and acceptable to the CSE.
- (eee) “**NHII Note**” means the unsecured convertible note issued by Aura to NHII on November 14, 2016 in the principal amount of US\$120,000, convertible into NHII Note Units at \$0.05 per NHII Note Unit until the maturity date of November 14, 2018;
- (fff) “**NHII Note Units**” means the units of Aura issuable upon the conversion of the NHII Note, each of which will be comprised of one Aura Share and one-half of one NHII Note Unit Warrant;
- (ggg) “**OBCA**” means *Business Corporations Act* (Ontario);
- (hhh) “**person**” includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate,

trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;

- (iii) **“Payment Shares”** has the meaning set forth in Section 3.01;
- (jjj) **“Public Record”** means the information relating to the Purchaser contained in all press releases, material change reports, financial statements and related management’s discussion and analysis, information circulars and all other documents of the Purchaser which have been filed on the System for Electronic Document Analysis and Retrieval (SEDAR) since December 31, 2016;
- (kkk) **“Purchased Shares”** has the meaning set forth in the recitals to this Agreement;
- (lll) **“Purchaser Financial Statements”** has the meaning set forth in Section 6.01(o);
- (mmm) **“Purchaser Finder”** means Gravel Developments Inc.;
- (nnn) **“Purchaser Finder Shares”** means 300,000 Common Shares issuable on Closing to the Purchaser Finder as satisfaction for a finder’s fee with respect to the Transaction at a deemed value of \$0.49254 per share for an aggregate deemed value of \$147,763, subject to the applicable securities laws and the policies of CSE;
- (ooo) **“Purchaser Intellectual Property”** means all Intellectual Property used by Purchaser in carrying out its business, including but not limited to the Intellectual Property listed in Schedule 6.01(gg) hereto;
- (ppp) **“Replacement Convertible Securities”** has the meaning set out in Section 3.02;
- (qqq) **“Securities Laws”** means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (rrr) **“Securityholders”** and **“Securityholder”** have the respective meanings set forth in the recitals to this Agreement;
- (sss) **“Series A Debentures”** means \$300,000 principal amount of Series A 12% secured convertible debentures of Aura issued on April 20, 2017 due April 20, 2019, as amended;
- (ttt) **“Series A Debenture Units”** means the unit of Aura issuable upon the automatic conversion of the Series A Debentures, with each Series A Unit comprised of one Aura Share and one-half of one Series A Debenture Warrant;
- (uuu) **“Series A Debenture Warrants”** means Aura Share purchase warrants comprising part of the Series A Debenture Units issuable upon the automatic conversion of the Series A Debentures, with each warrant entitling the holder to purchase one Aura Share at \$1.00 per share until one year after the Closing Date;
- (vvv) **“Series A Finder Warrants”** means 20,000 finder warrants issued by Aura on April 20, 2019, with each warrant entitling the holder to purchase one Aura Share at \$1.00 per share until the earlier of: (i) April 20, 2019 and (ii) one year after the Closing Date;

- (www) “**Series B Debentures**” means \$600,000 principal amount of Series B 12% secured convertible debentures of Aura issued on December 22, 2017 due December 22, 2019;
- (xxx) “**Series B Finder Warrants**” means 80,000 finder warrants issued by Aura, with each warrant entitling the holder to purchase one Aura Share at \$0.60 per share until December 22, 2019;
- (yyy) “**Tax Act**” means the *Income Tax Act* (Canada);
- (zzz) “**Termination Date**” means June 30, 2018, or such later date as may be agreed in writing between the Purchaser and Aura;
- (aaaa) “**Time of Closing**” means 10:00 a.m. (Toronto time) on the Closing Date, or such other time as the parties may mutually determine;
- (bbbb) “**Transaction**” means the purchase and sale of the Purchased Shares in accordance with the terms of this Agreement;
- (cccc) “**TSXV**” means the TSX Venture Exchange; and
- (dddd) “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (eeee) “**U.S. Person**” means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act (the definition of which includes, but is not limited to, (i) any natural person resident in the United States, (ii) any partnership or corporation organized or incorporated under the laws of the United States, (iii) any partnership or corporation organized outside of the United States by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized, or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts, and (iv) any estate or trust of which any executor or administrator or trustee is a U.S. Person;
- (ffff) “**U.S. Placee**” means (i) a U.S. Person, (ii) any person who receives or received an offer of the Payment Shares or Replacement Convertible Securities while in the United States; (iii) any person acquiring the Payment Shares or Replacement Convertible Securities on behalf of, or for the account or benefit of any U.S. Person or any person in the United States, or (iv) any person who is or was in the United States at the time when such person executed or delivered this Agreement;
- (gggg) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of

this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.07 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the International Financial Reporting Standards or the Canadian generally accepted accounting principles, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.08 Knowledge

- (a) Any reference herein to “the knowledge of the Purchaser” (or similar expressions) will be deemed to mean the actual knowledge of Stéphane Leblanc, the President, Chief Executive Officer and Interim Chief Financial Officer of the Purchaser, together with the knowledge she would have had if she had conducted a diligent inquiry into the relevant subject matter.
- (b) Any reference herein to “the knowledge of Aura” (or similar expressions) will be deemed to mean the actual knowledge of Chris Carl, the President and Chief Executive Officer of Aura or Keith Li, the Chief Financial Officer of Aura, together with the knowledge such persons would have had if they had conducted a diligent inquiry into the relevant subject matter.

ARTICLE II CONCURRENT FINANCING

2.01 Concurrent Financing

- (a) 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 1,000,000 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 5,000,000 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 \$1.00 per Financing Unit.

- (b) 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 \$1.00 per Financing Unit.
- (c) The Parties agree that it shall be a mutual condition for the completion of the Transaction that Aura completes the Minimum Offering.

2.02 To become Parties to this Agreement

- (a) The Parties agree that the Concurrent Financing Purchasers shall by signing an acknowledgement become Parties to this Agreement, and upon Closing the Aura Shares comprising part of the Financing Units issued in the Concurrent Financing will be acquired by the Purchaser as set out in Section 3.01(b) below, and the Financing Unit Warrants comprising part of the Financing Units issued in the Concurrent Financing will be replaced as set out in Section 3.02 below.
- (b) The Parties agree that the Concurrent Financing Finders who will be issued Concurrent Financing Finder Options shall by signing an acknowledgement become Parties to the this Agreement and upon Closing the Concurrent Financing Finder Options will be replaced as set out in Section 3.02 below.

ARTICLE III PURCHASE AND SALE OF PURCHASED SHARES

3.01 Purchase and Sale

- (a) 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 \$ \$17,277,778.97 to be satisfied by the issuance in aggregate of 35,078,722 Common Shares each at a deemed price of \$0.49254 per Common Share, on the basis of an exchange ratio of 2.03028147082299 Common Shares for each Aura Share exchanged (the “**Exchange Ratio**”).

- (b) 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 2,030,281 Common Shares in the case of a Minimum Offering or 10,151,407 Common Shares in the case of Maximum Offering, each at a deemed price of \$0.49254 (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**”).

3.02 Aura Convertible Securities

At the Time of Closing, each of the holders of Aura Closing Convertible Securities (including Financing Unit Warrants and Concurrent Financing Finder Options) shall dispose of their respective rights to acquire common shares of Aura or receive common share purchase warrants or options of Aura under the outstanding Aura Closing Convertible Securities held by such holders at that time and those outstanding Aura Closing Convertible Securities shall be immediately cancelled. In consideration of the disposition by the holders of such Aura Closing Convertible Securities, such holders shall be issued at Closing the number of new convertible securities, resulting from the application of the Exchange Ratio, at the exercise price adjusted by the Exchange Ratio (collectively, the “**Replacement Convertible Securities**”). The Replacement Convertible Securities will contain substantially the same economic terms and conditions as were applicable to such holders of Aura Closing Convertible Securities immediately before the Closing, subject to minimum prices as required by the CSE or the TSXV.

3.03 Purchase of Entire Interest

It is the understanding of the parties hereto that this Agreement shall provide for the purchase of all of the Aura Shares that are owned or held by the Aura Shareholders at the Time of Closing, whether the same are owned as at the date hereof or are acquired after the date hereof, and the Aura Shareholders therefore covenant and agree with Purchaser that if prior to the Closing Date they acquire any further shares or securities of Aura or rights to acquire any shares or securities of Aura, in addition to those set forth in this Agreement, then such shares or securities of Aura shall be subject to the terms of this Agreement, and shares or securities of Aura shall be delivered or such rights shall be transferred to Purchaser at the Time of Closing, without the payment of any additional or further consideration.

3.04 Tax Election

The parties hereto acknowledge that the provisions of subsection 85.1(1) of the Tax Act may apply to the transfer of the Purchased Shares by an Aura Shareholder to the Purchaser on the terms and conditions contemplated hereunder unless the Aura Shareholder and the Purchaser have jointly elected in prescribed form (“**Form T2057**”) and in accordance with subsection 85(6) to have the provisions of subsection 85(1) of the Tax Act apply to the transfer.

The Purchaser agrees that, at the request and expense of any Aura Shareholder, it shall sign and execute a Form T2057 prepared by said Aura Shareholder for the purpose of making a joint election to have the provisions of subsection 85(1) of the Tax Act apply to the transfer. It shall be the responsibility of the Aura Shareholder making the request to prepare and file the Form T2057 with the Canada Revenue Agency. The Purchaser shall not be liable for any damages arising to an Aura Shareholder for a late filing of a Form T2057 or any errors or omissions on a Form T2057.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any taxes under the Tax Act or any other amount whatsoever which may be or become payable by Aura Shareholders including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by Aura Shareholders to the Purchaser of the Purchased Shares herein contemplated, or the availability (or lack thereof) of the provisions of subsection 85.1 or 85(1) of the Tax Act, or the content or impact of any election made under subsection 85(1) of the Tax Act.

3.05 Restrictions on Resale

Each of the Aura Shareholders acknowledges and agrees as follows:

- (a) the transfer of the Purchased Shares and the issuance of the Payment Shares in exchange therefor, and the issuance of the Replacement Convertible Securities, as applicable, will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and prospectus (or equivalent) requirements of the Securities Laws;
- (b) that the CSE, in addition to any restrictions on transfer imposed by applicable securities laws, may require certain of the Payment Shares, Replacement Convertible Securities to be held in escrow in accordance with the policies of the CSE. The Purchaser agrees to use commercially reasonable efforts to ensure that the minimum restrictions on transfer permitted by the CSE are imposed on the Payment Shares, Replacement Convertible Securities and to provide the Securityholders with the opportunity to make submissions to the CSE in respect of same;
- (c) as a consequence of acquiring the Payment Shares or Replacement Convertible Securities pursuant to the Exemptions:
 - (i) the Securityholder will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the Securityholder may not receive information that might otherwise be required to be provided to the Securityholders, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the Purchaser;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares or Replacement Convertible Securities;
 - (iv) there is no government or other insurance covering the Payment Shares or Replacement Convertible Securities; and
 - (v) an investment in the Payment Shares or Replacement Convertible Securities is speculative and of high risk; and
- (d) the Securityholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the Purchased Shares and Common Shares issuable on exercise of a Replacement Convertible Securities and the issuance of the Payment Shares and Common Shares issuable on exercise of a Replacement Convertible Securities, and which may impose restrictions on the resale of such Payment Shares and Common Shares issuable on exercise of a Replacement

Convertible Securities in that jurisdiction and it is the responsibility of the Securityholder to find out what those resale restrictions are, and to comply with them before selling the Payment Shares and Common Shares issuable on exercise of a Replacement Convertible Securities.

3.06 Director and Officer Appointments

(a) Resignations

At the Time of Closing and subject to delivery of mutual releases acceptable to Purchaser, Aura and the individuals as hereinafter described, Purchaser shall deliver the sequential resignations of the directors and officers of Purchaser who are not continuing as directors and officers of the Resulting Issuer, namely all current Purchaser directors other than Mr. Jim Gravel.

(b) Appointment of New Directors and Officers

On the Closing, provided such persons meet all necessary legal and regulatory requirements and are willing and able to act in the positions shown below, the officers of the Purchaser shall consist of the following persons (the “**Director and Officer Appointments**”) and the Purchaser shall take all necessary steps to obtain resignations of existing officers in order for these appointments to be effective on Closing:

Board of Directors

Chris Carl
David Posner
Vernon (Jim) Frazier
Paul McClory
Robert Schwartz
Jimmy Gravel

Officers

Chris Carl (President, Chief Executive Officer and Corporate Secretary)
Keith Li (Chief Financial Officer)

3.07 Continuation and Name Change

The Purchaser shall take all necessary steps to be continued under the *Business Corporation Act* (Ontario) OBCA (the “**Continuation**”) and to complete the Name Change on Closing.

3.08 Registered Office

The registered office of the Resulting Issuer shall be 77 King Street West, Suite 2905, TD North Tower, Toronto, Ontario M5K 1H1.

3.09 Auditors

The first auditors of the Resulting Issuer shall be MNP LLP, Chartered Accountants, Toronto, Ontario. The first auditors of the Resulting Issuer shall hold office until the first annual meeting of shareholders of the Resulting Issuer following the Closing, or until their successor is appointed.

3.10 Year End

The fiscal year end of the Resulting Issuer shall be December 31.

ARTICLE IV CONDITIONS OF CLOSING

4.01 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the delisting of the Common Shares from the TSXV shall have been approved by the majority of the minority Purchaser' shareholders and the TSXV;
- (b) the Securityholders and Aura shall have tendered all closing deliveries set forth in Sections 5.03 and 5.04, respectively, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;
- (c) the Common Shares, including the Payment Shares and the Common Shares issuable on exercise of the Replacement Convertible Securities and the underlying warrants to the Replacement Convertible Securities, shall have been conditionally approved for listing on the CSE, subject to the usual requirements of the CSE in respect of transactions of the nature of the Transaction as contemplated herein;
- (d) the Minimum Offering shall have been completed or if completed in escrow pending the Closing, then all conditions necessary to release such escrow shall have been satisfied (other than the completion of the Transaction);
- (e) neither Aura nor any of the Aura Shareholders shall have violated Section 10.01;
- (f) the representations and warranties of Aura set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of Aura to this effect shall have been delivered to the Purchaser;
- (g) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Aura at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of Aura to this effect shall have been delivered to the Purchaser;
- (h) the representations and warranties of the Securityholders set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Time of Closing and delivery by each Securityholder of the documents described in Section 5.04 required to be delivered by such Securityholder shall constitute a reaffirmation and confirmation by such Securityholder of such representations and warranties;

- (i) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Securityholders at or before the Time of Closing will have been complied with or performed and delivery of the documents described in Section 5.04 shall constitute confirmation of such compliance and performance;
- (j) the Purchaser shall be satisfied with the results of its due diligence investigations relating to the representations and warranties of Aura and the Securityholders contained in this Agreement, acting reasonably;
- (k) all consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities or other persons, necessary to permit the completion of the Transaction shall have been obtained or have been attempted to be obtained on a best efforts basis;
- (l) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to Aura;
- (m) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or Aura or that could reasonably be expected to impose any condition or restriction upon the Purchaser or Aura which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (n) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, adversely affects or may adversely affect the Transaction; and
- (o) the Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition in favour of the Purchaser.

4.02 Conditions of Closing in Favour of Aura and the Securityholders

The obligations of Aura and the Securityholders to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the delisting of the Common Shares from the TSXV shall have been approved by the majority of the minority Purchaser's shareholders and the TSXV;
- (b) the Purchaser shall have tendered all closing deliveries set forth in Section 5.02 including delivery of the Payment Shares and the Replacement Convertible Securities;
- (c) the Common Shares, including the Payment Shares and the Common Shares issuable on exercise of the Replacement Convertible Securities and the underlying warrants to the Replacement Convertible Securities shall have been conditionally approved for listing on the CSE, subject to the usual requirements of the CSE in respect of transactions of the nature of the Transaction as contemplated herein;

- (d) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons necessary to permit the completion of the Transaction shall have been obtained;
- (e) the Purchaser shall not have violated Section 10.02;
- (f) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Securityholders;
- (g) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Securityholders and Aura;
- (h) the Securityholders and Aura shall be satisfied with the results of their due diligence investigations relating to the Purchaser and the Transaction, acting reasonably;
- (i) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;
- (j) immediately prior to the Time of Closing, the Purchaser will not have more than \$175,000 in total liabilities (the “**Purchaser Debts**”), which will include, among other things, accounts payables, outstanding short term loans and shareholder loans, as applicable;
- (k) the Minimum Offering shall have been completed or if completed in escrow pending the Closing, then all conditions necessary to release such escrow shall have been satisfied (other than completion of the Transaction);
- (l) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or Aura or that could reasonably be expected to impose any condition or restriction upon the Purchaser or Aura which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (m) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of Aura, acting reasonably, adversely affects or may adversely affect the Transaction;
- (n) the Director and Officer Appointments shall have been completed;
- (o) the Continuation and Name Change shall have been approved by Purchaser shareholders and shall have been completed; and

- (p) the Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of Aura and the Securityholders and may be waived by Aura (on its own behalf and on behalf of the Securityholders) and the Securityholders, in whole or in part, without prejudice to Aura's and the Securityholders' right to rely on any other condition in favour of Aura and the Securityholders.

4.03 Notice and Cure Provisions

Each party will give prompt notice to the other parties hereto of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would or would be likely to:

- (a) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (b) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Subject to Article VII, no party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 4.01 or 4.02, as applicable, unless the party intending to rely thereon has delivered a written notice to the other parties hereto prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

ARTICLE V CLOSING AND POST CLOSING ARRANGEMENTS

5.01 Time and Place of Closing

Closing of the Transaction shall take place at the Time of Closing at the Toronto offices of Fogler, Rubinoff LLP.

5.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

- (a) share certificates evidencing the Payment Shares registered as directed by the Aura Shareholders (or by Aura on behalf of the Aura Shareholders), provided, however, that certificates evidencing any Payment Shares required to be held in escrow in accordance with the requirements of the CSE shall be delivered directly to the Escrow Agent;
- (b) certificates evidencing the Replacement Convertible Securities registered as directed by the holders of Aura Closing Convertible Securities (or Aura on behalf of the holders of Aura Closing Convertible Securities), provided, however, that certificates evidencing any Replacement Convertible Securities required to be held in escrow in accordance with the requirements of the CSE shall be delivered directly to the Escrow Agent;

- (c) certificates evidencing the Purchaser Finder Shares registered as directed by the Purchaser Finder, provided, however, that certificates evidencing any Purchaser Finder Shares required to be held in escrow in accordance with the requirements of the CSE shall be delivered directly to the Escrow Agent;
- (d) if required, an escrow agreement in a form satisfactory to the CSE, among the Purchaser, the Escrow Agent and such Shareholders as may be required by the CSE to be parties thereto, duly executed by the Purchaser;
- (e) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and articles of the Purchaser (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Payment Shares, the Replacement Convertible Securities, and (iii) as to the incumbency and genuineness of the signature of each officer of Purchaser executing this Agreement or any of the other agreements or documents contemplated hereby;
- (f) the officer's certificates referred to in Sections 4.02(f) and 4.02(g);
- (g) evidence of the conditional approval of the CSE for the listing and posting for trading of the Common Shares (including the Payment Shares and the Common Shares issuable on exercise of the Replacement Convertible Securities) on the CSE;
- (h) a certificate of status for the Purchaser;
- (i) evidence satisfactory to the Purchaser, acting reasonably, of the completion of the Financing (and, if applicable, the satisfaction of all conditions precedent for the release from escrow of the proceeds thereof (other than the completion of the Transaction));
- (j) resignations and resolutions required to give effect to the Director and Officer Appointments;
- (k) resignation of Mr. Stéphane as the Chief Executive Officer and President of the Purchaser;
- (l) favourable legal opinions regarding customary corporate and securities law matters from counsel to Purchaser, in form and substance satisfactory to Aura and its counsel, each acting reasonably; and
- (m) a detailed accounting of the Purchaser Debts, satisfactory to Aura, acting reasonably.

5.03 Closing Deliveries of Aura

At the Time of Closing, Aura will deliver or cause to be delivered:

- (a) a certificate of one of Aura's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the articles and by-laws of Aura (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of Aura approving the entering into of this Agreement and the completion of the Transaction; and (iii) as to the incumbency and genuineness of the signature of each

officer of Aura executing this Agreement or any of the other agreements or documents contemplated hereby;

- (b) the officer's certificates referred to in Sections 4.01(k) and 4.01(f);
- (c) a certificate of status for Aura;
- (d) to the extent not previously delivered, all financial statements of Aura required to be included in the Disclosure Document pursuant to applicable securities laws;
- (e) in the event that an opinion is required by the policies of the CSE or as a requirement of any broker/dealer involved with the Financing or involved with providing a sponsor report, a favourable opinion, in form and substance satisfactory to the Purchaser and its counsel, each acting reasonably;
- (f) to the extent not previously delivered, such documents as may be required by applicable corporate and securities laws or the policies of the CSE necessary in relation to the Director and Officer Appointments;
- (g) favourable legal opinions regarding customary corporate and securities law matters from counsel to Aura, in form and substance satisfactory to the Purchaser and its counsel, each acting reasonably; and
- (h) evidence satisfactory to the Purchaser, acting reasonably, of the transfer of funds to McMillan LLP in trust to pay the Purchaser Debts (and, if applicable, the satisfaction of all conditions precedent for the release from escrow of these funds thereof (other than the completion of the Transaction))

5.04 Closing Deliveries of the Securityholders

At the Time of Closing, each Securityholder will cause to be delivered:

- (a) with respect to each Aura Shareholder, share certificates evidencing the Purchased Shares owned by such Aura Shareholder, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers; and
- (b) if required by the CSE to be delivered by such Securityholder, an escrow agreement in a form satisfactory to the CSE, among the Purchaser, the Escrow Agent and such Securityholder as may be required by the CSE to be parties thereto, duly executed by such Securityholder.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of each of the Securityholders and Aura as follows, except to the extent that such representations and warranties are qualified by the Public Record, as applicable, and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) the Purchaser is a corporation validly existing and in good standing under the laws of the Province of Canada;
- (b) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles or bylaws of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;
- (e) the authorized capital of the Purchaser consists of an unlimited number of Common Shares, of which, as of the date hereof, 3,961,584 Common Shares are issued and outstanding as fully paid and non-assessable;
- (f) when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Common Shares;
- (g) when issued as contemplated pursuant to Section 3.02 hereof, the Replacement Convertible Securities will be validly issued;
- (h) when issued pursuant to and in accordance with the terms and conditions of the Replacement Convertible Securities, the Common Shares issuable on exercise of the Replacement Convertible Securities will be validly issued as fully paid and non-assessable Common Shares;
- (i) the Purchaser does not currently have any outstanding securities convertible, exchangeable or exercisable into Common Shares of the Purchaser, other than as disclosed in the Purchaser Financial Statements;
- (j) the Purchaser is a “reporting issuer” as that term is defined under applicable securities law in the Provinces of British Columbia, Alberta, Manitoba, Ontario and Quebec and the Purchaser is in compliance with its timely and continuous disclosure obligations under the securities laws of the Provinces of British Columbia, Alberta, Manitoba, Ontario and Quebec and the policies of the TSXV and, without limiting the generality of the foregoing, there has not occurred any “material change” (as defined under applicable securities legislation of the Provinces of British Columbia, Alberta, Manitoba, Ontario and Quebec) which has not been publicly disclosed on a non-confidential basis and the

statements collectively set forth in the Public Record are true, correct and complete in all material respects and, except as may have been corrected by subsequent disclosure, all the statements set forth in the Public Record were true, correct, and complete in all material respects and did not contain any misrepresentation as of the date of such statements and the Purchaser has not filed any confidential material change reports since the date of such statements which remains confidential as at the date hereof;

- (k) the Common Shares are listed on the TSXV, and Purchaser is not in material default of any requirement contained in its listing agreement with the TSXV;
- (l) Purchaser has at least 200 Public Shareholders (as such term is defined by TSXV policy) holding at least one Board Lot (as such term is defined by TSXV policy) each with no Resale Restrictions (as such term is defined by TSXV policy);
- (m) other than the issuance of the Purchaser Finder Shares to the Purchaser Finder, no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser;
- (n) other than the issuance of the Purchaser Finder Shares to the Purchaser Finder, the Purchaser does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and the Purchaser does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (o) the audited financial statements of the Purchaser as at and for the fiscal year ended December 31, 2017 (the “**Purchaser Financial Statements**”) have been prepared in accordance with International Financial Reporting Standards applied on a basis consistent with prior periods. The Purchaser Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Purchaser as at the respective dates thereof and results of operations of the Purchaser for the respective periods then ended. Since December 31, 2017, there has been no material alteration in the manner of keeping the books, accounts or records of the Purchaser or in its accounting policies or practices;
- (p) except as disclosed in the Purchaser Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to the Purchaser;
- (q) except as disclosed in the Purchaser Financial Statements, the Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (r) since December 31, 2017, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of the Purchaser;
- (s) the Purchaser has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;

- (t) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which the Purchaser is a party;
- (u) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the Financing, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (v) there is no suit, action or proceeding or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser;
- (w) Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which Purchaser is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Purchaser;
- (x) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from Purchaser of any of its assets or property;
- (y) Purchaser has all permits, licenses, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licenses, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Purchaser, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (z) the Purchaser has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against the Purchaser in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. The Purchaser has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;

- (aa) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (bb) Purchaser no employees or consultants other than as Disclosed and Purchaser is not a party to any employment, management or consulting agreement of any kind whatsoever, save as Disclosed;
- (cc) the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of the Purchaser, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and shareholders of the Purchaser; (ii) such minute books contain all written resolutions passed by the directors (and any committee thereof) and shareholders of the Purchaser; (iii) the share certificate books, if any, the central securities register and register of transfers, and branch registers, of the Purchaser are complete and accurate, and all transfers of shares of the Purchaser reflected therein have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed as the case may be;
- (dd) all Books and Records of the Purchaser have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (ee) other than the Purchaser Finder, the Purchaser has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement that in any manner may or will impose liability on Aura or the Securityholders;
- (ff) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading;
- (gg) Intellectual Property Matters:
 - (i) Schedule 6.01(gg) sets forth separately:
 - 1) all Intellectual Property of which Purchaser is not the exclusive owner (except for Purchaser Intellectual Property that Purchaser uses pursuant to Commercial Software Licenses), identifying the subject matter, any related registration, and the limits on ownership by Purchaser,
 - 2) all Purchaser Intellectual Property that Purchaser uses pursuant to license or sublicense of a third party (except for Purchaser Intellectual Property that Purchaser uses pursuant to Commercial Software Licenses), listing the subject matter, any ancillary registration, the source of authorization

and the owner, and except as expressly disclosed pursuant to this subsection, Purchaser is not a party to any contract or commitment to pay any royalty, license or other fee with respect to the use of the Purchaser Intellectual Property, and

- 3) all Purchaser Intellectual Property that Purchaser owns jointly with a third party;
- (ii) except as set forth in Schedule 6.01(gg), Purchaser has not registered any patent, industrial design, trademark, tradename, copyright or other registration with respect to any Purchaser Intellectual Property anywhere in the world and there is no pending application or application for registration that Purchaser has made with respect to any Purchaser Intellectual Property anywhere in the world;
 - (iii) the Purchaser Intellectual Property includes all of the Intellectual Property necessary or desirable for the operation of the business of Purchaser and each Purchaser Subsidiary as presently conducted and as presently proposed to be conducted, except for Commercial Software Licenses;
 - (iv) Purchaser owns exclusively or has the right to use pursuant to license or sublicense all Purchaser Intellectual Property. Each item of Purchaser Intellectual Property owned or used by Purchaser immediately prior to the Closing Date will be owned or available for use by Purchaser on identical terms and conditions immediately subsequent to the Closing Date;
 - (v) no consents are required for any Purchaser Intellectual Property that is required to be licensed or sublicensed to any third party in connection with the Business to be so licensed or sublicensed to any third party;
 - (vi) Purchaser has not granted any third party any license, sublicense agreement or other permission with respect to any Purchaser Intellectual Property or the use of any Purchaser Intellectual Property except for non-exclusive licenses to customers of Purchaser granted in connection with the sale of Purchaser products in the ordinary course of business;
 - (vii) Purchaser has taken all actions considered by Purchaser to be commercially reasonable to maintain and protect all of the Purchaser Intellectual Property owned by Purchaser. No owned item of Purchaser Intellectual Property has been abandoned. Each item of Purchaser Intellectual Property used by Purchaser pursuant to license or sublicense is being used by Purchaser in compliance with the terms of the applicable license and the execution, delivery and performance of this Agreement by the parties hereto will not impair such authorized use;
 - (viii) to the knowledge of Purchaser, no third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with any Purchaser Intellectual Property rights of Purchaser; and
 - (ix) to the knowledge of Purchaser, the Business as presently conducted and as presently proposed to be conducted does not, and Purchaser has not, interfered with, infringed upon, misappropriated, misused, violated or otherwise come into conflict with any Intellectual Property rights of any third party, and Purchaser has not received notice of, and there is no action, suit, proceeding, hearing,

investigation, charge, complaint, claim or demand that is pending or, to the knowledge of Purchaser, threatened that challenges or limits the legality, validity, enforceability, use or ownership of the Purchaser Intellectual Property (including any claim that Purchaser must license or refrain from using any Intellectual Property rights of any third party) and Purchaser is not subject to any outstanding injunction, judgment, order, decree, ruling or charge regarding same.

- (hh) the Listing Statement, as and when filed on SEDAR and as it relates to Purchaser, constitutes full, true and plain disclosure of all material facts relating to the securities of Purchaser.
- (ii) all Purchaser's Customer Data has been collected, used, disclosed and destroyed by Purchaser in accordance with the privacy policy or service agreement under which the Customer Data was collected, if applicable, as well as all applicable laws relating to such collection, use, disclosure or destruction;
- (jj) Purchaser secured and protected all Purchaser's Customer Data in accordance with the privacy policies, service agreements and applicable laws under which such Customer Data was collected;
- (kk) Purchaser is in compliance in all respects with all applicable export control and embargo laws, and have obtained all approvals necessary for using or exporting in its ordinary course of the business with export control regulations; and
- (ll) Purchaser, Purchaser's assets and the operation of its businesses, have been and are in compliance in all material respects with all Environmental Laws. Purchaser is not in violation of any regulation relating to the release or threatened release of Hazardous Substances. Purchaser has complied in all material respects with all reporting and monitoring requirements under all Environmental Laws. Purchaser has never received any notice of any material non-compliance in respect of any Environmental Laws. To the knowledge of Purchaser, there are no events or circumstances that might reasonably be expected to form the basis of an order for clean up or remediation, or an action, suit or proceeding by any private party or Governmental Authority, against or affecting Purchaser relating to Hazardous Substances or any Environmental Laws; and
- (mm) the operations of Purchaser are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which Purchaser and its Affiliates conduct or conducted business, the rules and regulations thereunder, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Body (collectively, the "Anti-Money Laundering Laws"), and no Proceeding by or before any Governmental Body involving Purchaser or any of its Affiliates with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of Purchaser, threatened.

6.02 Representations and Warranties of the Securityholders

Each of the Securityholders, on its own behalf and not on behalf of any other Securityholder, hereby severally (and, for greater certainty, not jointly with any other Securityholder) represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Securityholder and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms;
- (b) if the Securityholder is not an individual, the Securityholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) if the Securityholder is not an individual, result in a breach or violation of the articles or by-laws of the Securityholder (or other constating documents of the Securityholder) or of any resolutions of the directors or shareholders of the Securityholder, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Aura Material Contract), license or permit to which the Securityholder is a party or by which the Securityholder is bound or to which any material assets or property of the Securityholder is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Securityholder;
- (d) with respect to Aura Current Shareholders, the Aura Current Shareholder is the registered and beneficial owner of that number of common shares of Aura set forth opposite the Aura Current Shareholder's name in Schedule "A" (such common shares comprising part of the Purchased Shares), free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (e) with respect to the Securityholders holding Aura Current Convertible Securities, the Securityholder is the registered and beneficial owner of that number of Aura Current Convertible Securities set forth opposite the Securityholder's name in Part 2 of Schedule "A", free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (f) except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the common shares of Aura (namely the Purchased Shares) or Aura Current Convertible Securities, as applicable, held or beneficially owned by the Securityholder and none of such common shares of Aura or Aura Current Convertible Securities are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such common shares of Aura Current Convertible Securities;
- (g) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Securityholder is required to be obtained by the Securityholder in connection with the execution and delivery of this Agreement or the consummation of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation

of the Transaction or otherwise prevent the Securityholder from performing its obligations under this Agreement;

- (h) the Purchased Shares do not constitute "taxable Canadian Property" within the meaning of the Tax Act;
- (i) the Securityholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on Aura or the Purchaser;
- (j) to the knowledge of the Securityholder, no representation or warranty of the Securityholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading;
- (k) unless the Securityholder is a U.S. Placee and has completed and delivered a U.S. Representation Letter for U.S. Placees in a form approved by the Purchaser, in its sole discretion (in which case the Securityholder makes the representations, warranties and covenants therein):
 - (i) the offer to purchase the Securityholder's Aura Shares or Aura Closing Convertible Securities, as the case may be, was not made to the Securityholder when either the Securityholder or any beneficial purchaser for whom it is acting, if applicable, was in the United States;
 - (ii) the Securityholder is not in the United States and is not purchasing the applicable Aura Shares or Aura Closing Convertible Securities, as the case may be, on behalf of a person in the United States;
 - (iii) at the time this Agreement was executed and delivered by the Securityholder, the Securityholder and any beneficial purchaser for whom it is acting, if applicable, were outside the United States;
 - (iv) if the Securityholder is a corporation or entity, (A) a majority of the Securityholder's voting equity is beneficially owned by persons resident outside the United States; and (B) the Securityholder's affairs are wholly controlled and directed from outside of the United States;
 - (v) the Securityholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Aura Shares or Aura Closing Convertible Securities, as the case may be, in the United States, except in compliance with the United States Securities Act of 1933, as amended (the "1933 Act"); and
 - (vi) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme to avoid the registration requirements of the 1933 Act and applicable state securities laws.

6.03 Representations and Warranties of Aura and Green Global

Aura and Green Global jointly and severally represents and warrants to the Purchaser as follows, except to the extent that such representations and warranties are qualified by the Aura Disclosure

Letter (which shall make reference to the applicable section, subsection, paragraph or subparagraph below in respect of which such qualification is being made) and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) Aura is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) Green Global is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (c) Green Global is the only Subsidiary of Aura and Aura does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity
- (d) Aura has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (e) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Aura and each is, or will be at the Time of Closing, a legal, valid and binding obligation of Aura, enforceable against Aura in accordance with its terms;
- (f) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles or by-laws of Aura or of any resolutions of the directors or shareholders of Aura, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Aura Material Contract (as defined below)), license or permit to which Aura is a party or by which Aura is bound or to which any material assets or property of Aura is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to Aura;
- (g) the authorized capital of Aura consists of an unlimited number of common shares, of which, as of the date of this Agreement, 16,630,000 common shares are issued and outstanding as fully paid and non-assessable;
- (h) the only outstanding securities convertible, exchangeable or exercisable into common shares of Aura are the Aura Current Convertible Securities entitling the holders to acquire up to 12,297,723 Aura Shares of Aura and the commitment to issue the Aura Finder Shares, and, other than as set out herein, there are no other Aura Shares or securities convertible, exercisable or exchangeable into Aura Shares issued or outstanding;

- (i) other than the holders of the Aura Current Convertible Securities and the Aura Finder, no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Aura or Green Global, as applicable;
- (j) other than its interest in Green Global, Aura does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Aura does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (k) the audited financial statements of Aura and audited combined carve-out financial statements of Sun Valley as at and for the period ended December 31, 2017 (the “**Aura Financial Statements**”), have been prepared in accordance with generally accepted accounting principles. The Aura Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of Aura and Aura Clinic LLCs as at the respective date thereof and results of operations of Aura and Aura Clinic LLCs for the respective periods then ended. Since December 31, 2017, there has been no material alteration in the manner of keeping the books, accounts or records of Aura and Aura Clinic LLCs or in its accounting policies or practices;
- (l) except as disclosed in the Aura Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to Aura and Green Global;
- (m) except as disclosed in the Aura Financial Statements, each of Aura and Green Global is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (n) since the date of incorporation of each of Aura and Green Global, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of Aura and Green Global;
- (o) each of Aura and Green Global has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (p) the Contracts listed in the Aura Disclosure Letter (the “**Aura Material Contracts**”), together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Material Contracts of Aura and Green Global. Each of the Aura Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the Financing) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Each of Aura and Green

Global has not violated or breached, in any material respect, any of the terms or conditions of any Aura Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;

- (q) there are no waivers, consents, notices or approvals required to be given or obtained by Aura in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which Aura or Green Global is a party;
- (r) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Aura and/or Green Global is required to be obtained by Aura and/or Green Global in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the Financing, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay Aura from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Aura or Green Global;
- (s) there is no suit, action or proceeding or, to the knowledge of Aura or Green Global, pending or threatened against Aura or Green Global that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Aura or Green Global, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Aura or Green Global causing, or which could reasonably be expected to cause, a Material Adverse Effect on Aura or Green Global;
- (t) each of Aran and Green Global has good and marketable title to its properties and assets (other than property or an asset as to which Aura or Green Global is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Aura or Green Global;
- (u) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from Aura or Green Global of any of its assets or property;
- (v) each of Aura and Green Global has all permits, licenses, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licenses, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Aura or Green Global, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (w) each of Aura and Green Global has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims assessed or, to the knowledge of

Aura, asserted against Aura or Green Global in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. Each of Aura and Green Global has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;

- (x) Aura nor Green Global has been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Aura or Green Global of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on Aura or Green Global;
- (y) Aura and Green Global have no employees or consultants other than as Disclosed and Aura and Green Global are not a party to any employment, management or consulting agreement of any kind whatsoever, save as Disclosed;
- (z) the Corporate Records of Aura and Green Global are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of Aura, and without limiting the generality of the foregoing: (i) the minute books of Aura contain complete and accurate minutes of all meetings of the directors and shareholders of Aura and Green Global; (ii) such minute books contain all written resolutions passed by the directors and shareholders of Aura and Green Global; (iii) the share certificate books, if any, securities register and register of transfers of Aura are complete and accurate, and all transfers of shares of Aura have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Aura and Green Global were duly elected or appointed as the case may be.
- (aa) all Books and Records of Aura and Green Global have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (bb) other than in connection with the Financing and the Aura Finder, (in respect of which the extent to which any person has been authorized by Aura or Green Global to act as a broker or finder or in any other capacity or that may or will impose liability on the Purchaser or Aura has been disclosed to the Purchaser) Aura or Green Global has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Purchaser or Aura;
- (cc) to the knowledge of Aura and Green Global, no representation or warranty of Aura or Green Global contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.
- (dd) Intellectual Property Matters.
 - (i) Schedule 6.03(dd) sets forth separately:

- 1) all Intellectual Property of which Aura or Green Global is not the exclusive owner (except for Aura Intellectual Property that Aura uses pursuant to Commercial Software Licenses), identifying the subject matter, any related registration, and the limits on ownership by Aura,
 - 2) all Aura Intellectual Property that Aura uses pursuant to license or sublicense of a third party (except for Aura Intellectual Property that Aura uses pursuant to Commercial Software Licenses), listing the subject matter, any ancillary registration, the source of authorization and the owner, and except as expressly disclosed pursuant to this subsection, Aura is not a party to any contract or commitment to pay any royalty, license or other fee with respect to the use of the Aura Intellectual Property, and
 - 3) all Aura Intellectual Property that Aura owns jointly with a third party;
- (ii) except as set forth in Schedule 6.03(dd), neither Aura nor Green Global has registered any patent, industrial design, trademark, tradename, copyright or other registration with respect to any Aura Intellectual Property anywhere in the world and there is no pending application or application for registration that Aura or Green Global has made with respect to any Aura Intellectual Property anywhere in the world;
 - (iii) the Aura Intellectual Property includes all of the Intellectual Property necessary or desirable for the operation of the business of Aura and each Aura Subsidiary as presently conducted and as presently proposed to be conducted, except for Commercial Software Licenses;
 - (iv) Aura owns exclusively or has the right to use pursuant to license or sublicense all Aura Intellectual Property. Each item of Aura Intellectual Property owned or used by Aura or Green Global immediately prior to the Closing Date will be owned or available for use by Aura on identical terms and conditions immediately subsequent to the Closing Date;
 - (v) no consents are required for any Aura Intellectual Property that is required to be licensed or sublicensed to any third party in connection with the Business to be so licensed or sublicensed to any third party;
 - (vi) Aura has not granted any third party any license, sublicense agreement or other permission with respect to any Aura Intellectual Property or the use of any Aura Intellectual Property except for non-exclusive licenses to customers of Aura granted in connection with the sale of Aura products in the ordinary course of business;
 - (vii) Aura has taken all actions considered by Aura to be commercially reasonable to maintain and protect all of the Aura Intellectual Property owned by Aura. No owned item of Aura Intellectual Property has been abandoned. Each item of Aura Intellectual Property used by Aura or Green Global pursuant to license or sublicense is being used by Aura in compliance with the terms of the applicable license and the execution, delivery and performance of this Agreement by the parties hereto will not impair such authorized use;

- (viii) to the knowledge of Aura, no third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with any Aura Intellectual Property rights of Aura; and
- (ix) to the knowledge of Aura, the Business as presently conducted and as presently proposed to be conducted does not, and Aura has not, interfered with, infringed upon, misappropriated, misused, violated or otherwise come into conflict with any Intellectual Property rights of any third party, and Aura has not received notice of, and there is no action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand that is pending or, to the knowledge of Aura, threatened that challenges or limits the legality, validity, enforceability, use or ownership of the Aura Intellectual Property (including any claim that Aura must license or refrain from using any Intellectual Property rights of any third party) and Aura is not subject to any outstanding injunction, judgment, order, decree, ruling or charge regarding same.
- (ee) the Listing Statement, as and when filed on SEDAR and as it relates to Aura, constitutes full, true and plain disclosure of all material facts relating to the securities of Aura.
- (ff) all Customer Data has been collected, used, disclosed and destroyed by Aura in accordance with the privacy policy or service agreement under which the Customer Data was collected, if applicable, as well as all applicable laws relating to such collection, use, disclosure or destruction;
- (gg) Aura and Green Global have secured and protected all Customer Data in accordance with the privacy policies, service agreements and applicable laws under which such Customer Data was collected;
- (hh) Aura and Green Global are in compliance in all respects with all applicable export control and embargo laws, and have obtained all approvals necessary for using or exporting in its ordinary course of the business with export control regulations; and
- (ii) each of Aura and Green Global, each of their respective assets and the operation of their respective businesses, have been and are in compliance in all material respects with all Environmental Laws. Neither the Aura nor Green Global is in violation of any regulation relating to the release or threatened release of Hazardous Substances. Aura and Green Global have complied in all material respects with all reporting and monitoring requirements under all Environmental Laws. Neither Aura nor Green Global has ever received any notice of any material non-compliance in respect of any Environmental Laws. To the knowledge of Aura and Green Global, there are no events or circumstances that might reasonably be expected to form the basis of an order for clean up or remediation, or an action, suit or proceeding by any private party or Governmental Authority, against or affecting the Aura or Green Global relating to Hazardous Substances or any Environmental Laws; and
- (jj) The operations of Aura and Green Global are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which Aura and its Affiliates conduct or conducted business, the rules and regulations thereunder, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Body (collectively, the “Anti-Money Laundering Laws”), and no Proceeding by or before any Governmental Body involving

Aura or any of its Affiliates with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of Aura, threatened.

6.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 24 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 24-month period.

ARTICLE VII COVENANTS

7.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, each of the parties shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;
- (b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction. No party will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;
- (d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;

- (e) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction;
- (f) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement; and
- (g) in the case of Aura and the Purchaser, to indemnify and hold harmless each of the other parties hereto (and, if applicable, such other parties' respective directors, officers, representatives and advisers) (collectively, the "**Non-Offending Persons**") from and against all claims, damages, liabilities, actions or demands to which the Non-Offending Persons may be subject insofar as such claims, damages, liabilities, actions or demands arise out of, or are based upon, the information supplied by Aura or the Purchaser, as applicable, for inclusion in the Disclosure Document having contained a misrepresentation. Aura and the Purchaser shall obtain and hold the rights and benefits of this subsection in trust for and on behalf of such parties' respective directors, officers, representatives and advisers.

7.02 Covenants of the Purchaser

The Purchaser covenants and agrees with each of the Securityholders and Aura that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VIII, subject to Section 10.02, it will:

- (a) in a timely and expeditious manner:
 - (i) prepare, in consultation with Aura, the Disclosure Document in prescribed form and in form and content acceptable to Aura, acting reasonably, and file the Disclosure Document with the applicable securities commissions and the CSE in accordance with all applicable laws and the policies of the CSE;
 - (ii) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and
 - (iii) file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and policies of the CSE in connection with the Transaction as contemplated herein after the Closing;
- (b) ensure that the Disclosure Document does not contain a misrepresentation as it relates to the Purchaser, including in respect of its assets, liabilities, operations, business and properties;
- (c) make application to the CSE and diligently pursue the approval of the listing of the Common Shares on the CSE (including the Payment Shares and the Common Shares issuable on exercise of the Replacement Convertible Securities);
- (d) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstances the Purchaser will be required to disclose that information has been withheld on that basis), furnish promptly to Aura (on behalf of the Securityholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the

Purchaser in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

- (e) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:
 - (i) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser or Aura before any Governmental Authority to the extent permitted by such authorities; and
 - (ii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (f) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (g) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Aura, and Purchaser will keep Aura fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;
- (h) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its notice of articles or articles as the same exist at the date of this Agreement, except for in connection with the Continuation and Name Change and amending the articles to include advance notice provisions with respect to the nominations of directors;
- (i) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;

- (ii) increase or decrease its paid-up capital or purchase or redeem any shares except pursuant to the Financing; or
- (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire, any such shares, except pursuant to the Financing;
- (j) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares;
- (k) take all necessary corporate action and proceedings to approve and authorize the issuance of the Replacement Convertible Securities as contemplated in Section 3.02 and to approve and authorize the issuance of Common Shares on exercise of the Replacement Convertible Securities in accordance with their terms;
- (l) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Payment Shares to the Aura Shareholders and the Replacement Convertible Securities to the holder of the Aura Closing Convertible Securities, in each case, on a basis exempt from the prospectus requirements of the applicable securities laws of provinces of Canada in which the Securityholders are resident;
- (m) use its commercially reasonable efforts to maintain its status as a “reporting issuer” (as defined under applicable securities legislation), not in default of the securities laws of the Provinces of British Columbia, Alberta, Manitoba, Ontario and Quebec;
- (n) take all action necessary, including causing such meetings of directors and shareholders of the Purchaser to be held (or if written director resolutions are to be obtained, such resolutions to be signed) and, if required, use commercially reasonable efforts to solicit proxies in favour thereof, in order to effect the appointment of four nominees put forth by Aura as directors of the Purchaser; and
- (o) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of the Purchaser (including those that are convertible or exchangeable into securities of the Purchaser), other than as contemplated under this Agreement (including the issuance of units under the Financing).

7.03 Covenants of Aura

Aura covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VIII, subject to Section 10.01, it will:

- (a) in a timely and expeditious manner, assist the Purchaser in the preparation of the Disclosure Document with respect to the Transaction, including providing such information in relation to the business, affairs, assets and properties of Aura as may be necessary to comply with applicable laws and the policies of the CSE;
- (b) ensure that the Disclosure Document does not contain a misrepresentation as it relates to Aura, including in respect of its assets, liabilities, operations, business and properties;

- (c) to make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licenses, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Aura. Aura will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to Aura's property, assets, undertaking, records and documents. At the request of the Purchaser, Aura will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of Aura's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of Aura maintained by governmental or other public authorities. The obligations in this Section 7.03(c) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 7.03(c) will not mitigate or otherwise affect the representations and warranties of Aura hereunder.
- (d) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance Aura will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by Aura in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (e) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either Aura or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and
 - (iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (f) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

- (g) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and Aura will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;
- (h) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or by-laws as the same exist at the date of this Agreement;
- (i) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares, except upon the exercise of Aura Current Convertible Securities outstanding as of the date hereof and except the issuance of the Aura Finder Shares; or
 - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares, except upon the exercise of Aura Current Convertible Securities outstanding as of the date hereof and except the issuance of the Aura Finder Shares;
- (j) take all necessary corporate action and proceedings to approve and authorize the Concurrent Financing; and
- (k) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

7.04 Covenants of the Securityholders

Each of the Securityholders covenants and agrees with the other parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VIII, subject to Section 10.01, it will:

- (a) in a timely and expeditious manner, provide such information with respect to the Securityholder as the Purchaser may reasonably require in connection with the preparation of the Disclosure Document with respect to the Transaction and as may be necessary to comply with applicable laws and the policies of the CSE;

- (b) enter into such escrow arrangements in respect of the Payment Shares, Replacement Convertible Securities as may be required in accordance with the policies of the CSE;
- (c) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction; and
- (d) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing the Purchased Shares are free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

ARTICLE VIII TERMINATION

8.01 Termination

This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of all the parties hereto;
- (b) by either Aura or the Purchaser if the Closing shall not have been consummated on or prior to the Termination Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 8.01(b) shall not be available to a party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;
- (c) by the Purchaser, if there has been a material breach by Aura or the Securityholders of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 4.01 which Aura or the Securityholders, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by the Purchaser;
- (d) by Aura if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 4.02 which the Purchaser fails to cure within ten (10) Business Days after written notice thereof is given by Aura;
- (e) by the Purchaser or Aura, if Aura completes an Alternative Transaction or enters into a definitive and binding agreement to effect an Alternative Transaction;
- (f) by Aura or the Purchaser, if the Purchaser completes an Alternative Transaction or enters into a definitive and binding agreement to effect an Alternative Transaction; and
- (g) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's

material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

8.02 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Sections 11.03 and 8.03.

8.03 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.

**ARTICLE IX
INDEMNIFICATION**

9.01 Indemnification by the Purchaser

Subject to Section 6.04, the Purchaser shall indemnify and save the Securityholders and Aura harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Securityholders or Aura as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

9.02 Indemnification by Aura

Subject to Section 6.04, Aura shall indemnify and save the Purchaser harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of representation, warranty or covenant on the part of Aura contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

9.03 Indemnification by Securityholders

Subject to Section 5.04, each of the Securityholders, on its own behalf, and not on behalf of any other Securityholder, severally (and for greater certainty, not jointly with any other Securityholder) shall indemnify and save the Purchaser harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach by such Securityholder of any representation, warranty or covenant on the part of such Securityholder contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

9.04 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the “**Indemnified Party**”) shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the “**Indemnifying Party**”) of any claim for indemnification pursuant to Sections 8.01, 8.02 or 8.03 (a “**Claim**”, which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify in reasonable detail (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

9.05 Procedure for Indemnification

- (a) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.
- (b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party’s out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

9.06 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

- (a) without limiting the generality of Sections 8.01, 8.02 and 8.03, any Claim for breach of any representation, warranty or covenant shall be subject to Section 6.04;

- (b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$10,000;
- (c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is an Aura Shareholder to any and all Indemnified Parties for the aggregate of all claims under this Article VIII shall be limited to the amount paid to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 3.01 (and, if such Indemnifying Party is also a holder of Aura Closing Convertible Securities the value of the Replacement Convertible Securities received by such Indemnifying Party in respect of its Aura Closing Convertible Securities pursuant to Section 3.02, if applicable); for greater certainty, no Aura Shareholder shall be liable, in the aggregate, to any and all Indemnified Parties for any amount in excess of the value of its *pro rata* share of the Payment Shares;
- (d) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is a holder of Aura Closing Convertible Securities, to any and all Indemnified Parties under this Article VIII shall be limited to the value of the Replacement Convertible Securities, as applicable, received by such Indemnifying Party in respect of its Aura Closing Convertible Securities, pursuant to Section 3.02 (if applicable, and, if such Indemnifying Party is or becomes an Aura Shareholder prior to Closing, the amount paid to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 3.01);
- (e) notwithstanding anything to the contrary in this Agreement, the aggregate liability of Aura or the Purchaser to any and all Indemnified Parties under this Article VII shall be limited to the value of the Payment Shares issuable under this Agreement;
- (f) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;
- (g) except in the circumstance contemplated by Section 9.06(f), and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);
- (h) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;

- (i) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and
- (j) the provisions of this Article VIII shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement.

ARTICLE X EXCLUSIVITY AND ACCESS

10.01 Obligations of Aura and Aura Shareholders

Prior to the Termination Date, or the earlier termination of this Agreement, neither Aura nor the Aura Shareholders shall, directly or indirectly, negotiate or deal with any party other than with the Purchaser relating to the sale or disposition of any part of the outstanding shares (including the Purchased Shares) or assets of Aura, or solicit enquiries or provide information with respect to same. Notwithstanding the foregoing, nothing contained in this Agreement shall be interpreted to extend to the acts or omissions of any person acting in his or her capacity as a director or officer of Aura or otherwise to fetter the proper exercise of discretion of such person. In addition, nothing contained in this Agreement will prohibit, prevent or restrict Aura furnishing or from providing information in respect of or otherwise responding to or engaging in discussions or negotiations in respect of, an unsolicited Alternative Transaction not resulting from a breach of this Section 10.01, or the directors of Aura, in the fulfilment of their fiduciary duties, from supporting or facilitating any such unsolicited Alternative Transaction, or Aura or the Aura Shareholders from completing any such Alternative Transaction, or entering into a definitive and binding agreement to effect such an Alternative Transaction, if directors of Aura determine in good faith, after consultation, to the extent considered appropriate by the directors, with its financial and legal advisors, that such unsolicited Alternative Transaction constitutes, or could reasonably be expected to lead to or result in, a transaction that would, if consummated in accordance with its terms, be more favourable to Aura or the Aura Shareholders than the Transaction provided, however, that prior to taking such action, the directors of Aura shall have concluded, after considering applicable laws, and receiving advice of outside counsel that such action would be a proper exercise of its fiduciary duties, or is otherwise required under, applicable laws, that it is appropriate that the directors take such action in order to properly discharge their fiduciary duties or that such action is otherwise required under applicable laws.

10.02 Obligations of Purchaser

Prior to the Termination Date, or the earlier termination of this Agreement, the Purchaser shall not, directly or indirectly, negotiate or deal with any party other than Aura relating to an Alternative Transaction involving the Purchaser or the acquisition by the Purchaser of all or any part of the outstanding shares or assets or property of any other person, or solicit enquiries or provide information with respect to same. Notwithstanding the foregoing, nothing contained in this Agreement shall be interpreted to extend to the acts or omissions of any person acting in his or her capacity as a director or officer of the Purchaser or otherwise to fetter the proper exercise of discretion of such person. In addition, nothing contained in this Agreement will prohibit, prevent or restrict the Purchaser furnishing or from providing information in respect of or otherwise responding to or engaging in discussions or negotiations in respect of, an unsolicited Alternative Transaction not resulting from a breach of this Section 10.02, or the directors of the Purchaser, in the fulfilment of their fiduciary duties, from supporting

or facilitating any such unsolicited Alternative Transaction, or the Purchaser from completing any such Alternative Transaction, or entering into a definitive and binding agreement to effect such an Alternative Transaction, if directors of the Purchaser determine in good faith, after consultation, to the extent considered appropriate by the directors, with its financial and legal advisors, that such unsolicited Alternative Transaction constitutes, or could reasonably be expected to lead to or result in, a transaction that would, if consummated in accordance with its terms, be more favourable to the Purchaser or the shareholders of the Purchaser than the Transaction provided, however, that prior to taking such action, the directors of the Purchaser shall have concluded, after considering applicable laws, and receiving advice of outside counsel that such action would be a proper exercise of its fiduciary duties, or is otherwise required under, applicable laws, that it is appropriate that the directors take such action in order to properly discharge their fiduciary duties or that such action is otherwise required under applicable laws.

ARTICLE XI GENERAL

11.01 Power of Attorney

Each of the Securityholders hereby severally and irrevocably appoints Aura as its agent and attorney to take any action that is required under the Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the receipt of certificates representing the Payment Shares, Replacement Convertible Securities) and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the closing matters for the Transaction. Without limiting the generality of the foregoing, Aura may, on its own behalf and on behalf of the Securityholders, extend the Time of Closing, modify or waive any conditions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction (other than any escrow agreements required that a Securityholder may be required to enter into), extend such time periods as may be contemplated herein or terminate this Agreement, in its absolute discretion, as it deems appropriate. For greater certainty, Aura shall not have authority pursuant to this Section 11.01, except pursuant to instructions from such Securityholder, to agree to any amendment of this Agreement on behalf of any Securityholder, including, without limitation, to change the consideration payable for the Purchased Shares, Replacement Convertible Securities or modify or amend the representations and warranties of the Securityholders or the covenants of indemnity of the Securityholders. Each of the Securityholders hereby acknowledges and agrees that any decision or exercise of discretion made by Aura under this Agreement, shall be final and binding upon the Securityholders so long as such decision or exercise was made in good faith. The Purchaser shall have no duty to enquire into the validity of any document executed or other action taken by Aura on behalf of the Securityholders pursuant to this Article XI.

11.02 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) shall be in writing shall be in writing addressed as follows:

(a) if to the Purchaser:

Lamêlée Iron Ore Ltd.
1801 McGill Collège Ave., Suite 950
Montreal, Quebec, H3A 2N4
Attention: Stéphane Leblanc, CEO and President
E-mail: sleblanc@hotmail.com

with a courtesy copy (which copy shall not constitute notice to the Purchaser) to:

McMillan LLP
1000 Sherbrooke W., Suite 2700e
Montreal, QC H3A 3G4
Attention: Maxime Lemieux
E-mail: maxime.lemieux@mcmillan.ca

(b) if to Aura or the Securityholders:

c/o Aura Health Inc.
77 King Street West, Suite 2905
P.O. Box 121
Toronto ON M5K 1H1
Attention: Chris Carle, CEO, President and Secretary
E-mail: chriscarl@rogers.com

with a courtesy copy (which copy shall not constitute notice to Aura) to:

Fogler, Rubinoff LLP
77 King Street West, Suite 3000
TD North Tower
Toronto, ON M5K 1G8

Attention: Judith Hong Wilkin
E-mail: jwilkin@foglers.com

Or such other address as may be designated by notice given by either Aura or the Purchaser to the other in accordance with this Section 10.02. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to Aura in accordance with this Section 10.02 prior to the Time of Closing shall be deemed to have been delivered to each of the Securityholders. The previous sentence of this Section 10,02 shall not apply to a notice given as contemplated in Section 3.03 of the occurrence, or failure to occur, of any event or state of facts which would or would likely to cause any of the representations or warranties of any Securityholder to be untrue or inaccurate or result in the failure by any Securityholder to comply with or satisfy any covenant, condition or agreement, which notice shall not be deemed to have been received by such Securityholder unless actually delivered to the address of such Securityholder. Any Securityholder may, from time to time, by notice given in accordance with this Section 10.02, designate or provide an address of such Securityholder for notices to be given after the Time of Closing.

11.03 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 11.03. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

11.04 Assignment

No party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto.

11.05 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

11.06 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

11.07 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and is to be treated in all respects as a Ontario contract.

11.08 Expenses

Each party shall be responsible for and bear all of its own costs and expenses (including any legal, accounting, banking, broker's, finder's, consultant's or other fees or expenses) incurred in connection with the Transaction, including fees and expenses of its representatives incurred at any time in connection with pursuing or consummating the Transaction.

11.09 No Personal Liability

- (a) No director, officer, employee or agent of the Purchaser shall have any personal liability whatsoever to Aura or the Securityholders under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.
- (b) No director, officer, employee or agent of Aura shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of Aura.

- (c) No director, officer, employee or agent of any Securityholder shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of such Securityholder.

11.10 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

11.11 Public Announcements

Aura and the Purchaser shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

11.12 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

11.13 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof including the amended Letter of Intent dated January 23, 2018 among the Purchaser and Aura and as may be amended and extended from time to time. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

11.14 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

11.15 Counterparts

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.

11.16 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 FOGLER, RUBINOFF LLP HAVE ACTED AND ARE ACTING AS COUNSEL ONLY TO THE PURCHASER AND AURA, RESPECTIVELY, AND THAT NEITHER MCMILLAN LLP NOR FOGLER, RUBINOFF LLP HAVE PROTECTED AND ARE NOT PROTECTING THE RIGHTS AND INTERESTS OF THE SECURITYHOLDER.

[Signature pages follow.]

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

SEEK CAPITAL OPPORTUNITY PARTNERSHIP)
a Securityholder herein,)
)
)
Per: /s/ Robert Josephson)
Authorized Signatory)
)
Robert Josephson)
(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, Trustee)
(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

DIOCLES CAPITAL 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

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)

1407535 ONTARIO LIMITED)
a Securityholder herein,)

_____))
Per: */s/ David Posner*)
Authorized Signatory)

_____))
David Posner)
(print name and title)

FMI CAPITAL ADVISORY INC.)
a Securityholder herein,)

_____))
Per: */s/ Alex Storcheus*)
Authorized Signatory)

_____))
Alex Storcheus, Senior VP, Corporate Finance)
(print name and title)

FOUNDATION MARKETS INC.)
a Securityholder herein,)

_____))
Per: */s/ Alex Storcheus*)
Authorized Signatory)

_____))
Alex Storcheus, Senior VP, Corporate Finance)
(print name and title)

Schedule "A"

PART 1 - AURA SHAREHOLDERS

	Shareholder Name	# of AURA Shares	Resulting Issuer Shares
	AURA Current Shareholders		
1	1306413 ONTARIO LIMITED	100,000	203,028
2	1407535 ONTARIO LIMITED	500,000	1,015,141
3	698734 ONTARIO LIMITED	2,000,000	4,060,563
4	Canaccord Genuity Corp ITF Graham Saunders A/C 31C-53AE-1	750,000	1,522,711
5	Canaccord Genuity Corp ITF Grandhill Capital Inc. A/C 41L-490E-1	750,000	1,522,711
6	Canaccord Genuity Corp ITF Robert Halpern A/C 41L-798E-1	750,000	1,522,711
7	Canaccord Genuity Corp. ITF 2390113 Ontario Inc., a/c 411472e1	750,000	1,522,711
8	Canaccord Genuity ITF Steve Blustein	250,000	507,570
9	Victoria Carl	1,500,000	3,045,422
10	Chris Carl	2,000,000	4,060,563
11	Cayland Trust	300,000	609,084
12	FMI CAPITAL ADVISORY INC.	289,293	587,346
13	FOUNDATION MARKETS INC.	80,000	162,423
14	Gundyco ITF Ennio D'Angela & Anna Maria D'Angela ITF D'Angela Family	500,000	1,015,141
15	Gary Kimel	350,000	710,599
16	Susan Lambie	600,000	1,218,169
17	NBCN Inc. ITF Daniel Cohen	250,000	507,570
18	NBCN Inc. ITF Michael Frank	150,000	304,542
19	Nutritional High International Inc.	2,710,707	5,503,498
20	PLAZACORP INVESTMENTS LIMITED	500,000	1,015,141
21	David Posner	1,000,000	2,030,281
22	Seek Capital Opportunity Partnership	500,000	1,015,141
23	Amy Stephenson	50,000	101,514
	AURA Current Shareholders Sub-Total	16,630,000	33,763,581
	Financing Purchasers-Minimum Offering	1,000,000	2,030,281
	Financing Purchasers-Maximum Offering	5,000,000	10,151,407

PART 2 – HOLDERS OF AURA CURRENT CONVERTIBLE SECURITIES

CONVERTIBLE DEBT		Principal Amount	Convertible into	Holder	
Series A Debentures	\$	75,000.00	125,000	Units of 1 share and 1/2 warrant Canaccord Genuity Corp. ITF Graham Saunders A/C 31c-53ae-1 Canaccord Genuity Corp. ITF Derek Ham A/C 13e-914e1 Canaccord Genuity Corp. ITF Grandhill Capital Inc. A/C 41c-490e1	
	\$	75,000.00	125,000		
	\$	150,000.00	250,000		
	\$	300,000.00	500,000		
Series B Debentures	\$	300,000.00	500,000	Shares Quinsam Capital Corp.	
	\$	150,000.00	250,000	Shares Rocfrim Inc.	
	\$	150,000.00	250,000	Shares PlazaCorp Investments Limited	
	\$	600,000.00	1,000,000		
NHII Note	US\$	120,000	Units of 1 share and 1/2 warrant	Nutritional High International Inc	
	\$	155,832.00			3,116,640
WARRANTS, COMPENSATION OPTIONS, FINDER WARRANTS					
December Warrants		Total Exercise Price	Number of Warrants	Exercisable into	Holder
	\$	22,500.00	150,000	Shares	Cayland Trust
	\$	26,250.00	175,000	Shares	Gary Kimel
	\$	37,500.00	250,000	Shares	Seek Capital Opportunity Partnership
	\$	37,500.00	250,000	Shares	PlazaCorp Investments Limited
	\$	37,500.00	250,000	Shares	GundyCo ITF Ennio D'Angela & Anne Marie D'Angela ITF
	\$	11,250.00	75,000	Shares	NBCN ITF Michael Frank A/C 4H5944E
	\$	18,750.00	125,000	Shares	NBCN ITF Daniel Cohen 5FKPBVE
	\$	45,000.00	300,000	Shares	Susan Lambie
	\$	3,750.00	25,000	Shares	Amy Stephenson
	\$	7,500.00	50,000	Shares	1306413 Ontario Inc.
	\$	56,250.00	375,000	Shares	Canaccord Genuity ITF GRAHAM SAUNDERS A/C 31C-53AE-1
	\$	56,250.00	375,000	Shares	Canaccord Genuity ITF Grandhill Capital INC A/C 41L 490E-1
	\$	56,250.00	375,000	Shares	Canaccord Genuity ITF Robert Halpern A/C 41L-798E-1
	\$	56,250.00	375,000	Shares	Canaccord Genuity ITF DIOCLES CAPITAL INC. A/C 41E925E2
	\$	18,750.00	125,000	Shares	Canaccord Genuity ITF Steve Blustein A/C 134-047A-1
	\$	491,250.00	3,275,000		
December Compensation Options	\$	19,500.00	195,000	Units of 1 share and 1/2 warrant	Canaccord Genuity Corp.
	\$	30,500.00	305,000		Foundation Markets Inc.
	\$	50,000.00	500,000		
Series A Finder Warrants	\$	20,000.00	20,000	Shares	Canaccord Genuity Corp.
Series B Finder Warrants	\$	48,000.00	80,000	Shares	Foundation Markets Inc.
Comittment to Issuer AURA Finder Shares	\$	147,763.00	147,763	Shares	Foundation Markets Inc.
KW ROFR Option		Principal Amount	Convertible into	Holder	
	\$	300,000.00	500,000	Shares	Rocfrim Inc.
	\$	300,000.00	500,000	Shares	PlazaCorp Investments Limited
	\$	600,000.00	1,000,000		
Aura Options		Exercise Price	Option Number	Holder	
	\$	0.10	260,000	Chris Carl	
	\$	0.10	260,000	David Posner	
	\$	0.10	220,000	Jim Frasier	
	\$	0.10	220,000	Paul McClory	
	\$	0.10	220,000	Robert Schwatrtz	
	\$	0.10	160,000	Dustin Klein	
	\$	0.10	160,000	Morris Tenaglia	
	\$	0.10	50,000	Keith Li	
	\$	0.10	50,000	Branson Corporate Solutions Ltd.	
			1,600,000		

Schedule B

U.S. REPRESENTATION LETTER FOR U.S. PLACEES

TO: Lamêlée Iron Ore Ltd. (“LIR”)

RE: ACQUISITION OF SECURITIES OF LIR PURSUANT TO SHARE EXCHANGE AGREEMENT (the “Securities”)

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Share Exchange Agreement to which this Schedule is attached. In the event of a conflict between the terms of this certification and such Share Exchange Agreement, the terms of this certification shall prevail.

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement to which this Schedule is attached, the undersigned (the “**U.S. Placee**”) covenants, represents and warrants to LIR that:

- (a) It has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. Placee has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the Share Exchange Agreement and owning the Securities.
- (b) LIR has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning LIR as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities, including access to LIR’s public filings available on the Internet at www.sedar.com, and that any answers to questions and any request for information have been complied with to the U.S. Placee’s satisfaction.
- (c) It is acquiring the Securities for its own account, for investment purposes only and not with a view to any resale or distribution and, in particular, it has no intention to distribute either directly or indirectly the Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; provided, however, that this paragraph shall not restrict the U.S. Placee from selling or otherwise disposing of the Securities pursuant to registration thereof pursuant to the U.S. Securities Act and any applicable state securities laws or under an available exemption from such registration requirements.
- (d) The address of the U.S. Placee set out in the signature block below is the true and correct principal address of the U.S. Placee and can be relied on by LIR for the purposes of state blue-sky laws and the U.S. Placee has not been formed for the specific purpose of purchasing the Securities.
- (e) It understands (i) the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale contemplated hereby is being made in reliance on an exemption from such registration requirements in reliance on Rule 506(b) of Regulation D of the U.S. Securities Act.

- (f) The U.S. Placee is an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria set forth in Appendix A hereto **(please hand-write your initials on the appropriate lines on Appendix A)**, which Appendix A forms an integral part hereof.
- (g) The U.S. Placee has not purchased the Securities as a result of any form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (h) It acknowledges that the Securities will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Securities, it will not offer, sell or otherwise transfer, directly or indirectly, the Securities except:
- (a) (i) to LIR;
 - (b) (ii) outside the United States in an “offshore transactions” meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act, if available, and in compliance with applicable local laws and regulations;
 - (c) (iii) in compliance with the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or “blue sky” laws; or
 - (iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws governing the offer and sale of securities,
- (d) and, in the case of each of (iii) and (iv) above, it has prior to such sale furnished to LIR an opinion of counsel in form and substance reasonably satisfactory to LIR stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (k) below may be removed.
- (i) It understands and agrees that the Securities may not be acquired in the United States or by a U.S. Person or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration requirements is available.
- (j) It acknowledges that it has not purchased the Securities as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Securities.
- (k) The certificates representing the Securities issued hereunder, as well as all certificates issued in exchange for or in substitution of the foregoing, until such time as the same is no longer required

under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, will bear, on the face of such certificate, the following legend:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN EXEMPTION OR EXCLUSION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.”

- (l) It understands and agrees that there may be material tax consequences to the U.S. Placee of an acquisition, holding or disposition of any of the Securities. LIR gives no opinion and makes no representation with respect to the tax consequences to the U.S. Placee under United States, state, local or foreign tax law of the undersigned’s acquisition, holding or disposition of such Securities.
- (m) It consents to LIR making a notation on its records or giving instructions to any transfer agent of LIR in order to implement the restrictions on transfer set forth and described in this certification and the Share Exchange Agreement.
- (n) It understands and agrees that the financial statements of LIR have been prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies.
- (o) It understands that LIR does not have any obligation to register the Securities under the U.S. Securities Act or any applicable state securities or “blue-sky” laws. Accordingly, the U.S. Placee understands that absent registration, it may be required to hold the Securities until resales under the Rule 144 safeharbor is available. As a consequence, the U.S. Placee understands it must bear the economic risks of the investment in the Securities until the resale safeharbor under Rule 144 is available.

2. The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Time of Closing. If any such representations shall not be true and accurate prior to the Time of Closing, the undersigned shall give immediate written notice of such fact to LIR prior to the Time of Closing.

3. ONLY U.S. PLACEES NEED COMPLETE AND SIGN

Dated _____ 2018.

X _____
Signature of individual (if U.S. Placee **is** an individual)

X _____
Authorized signatory (if U.S. Placee is **not** an individual)

Name of U.S. Placee (**please print**)

Address of U.S. Placee (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

capable of evaluating the merits and risks of the prospective investment);

5. Initials _____ A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase, exceeds US\$1,000,000 (for the purposes of calculating net worth),
- (i) the person's primary residence shall not be included as an asset;
 - (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
 - (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability;
6. Initials _____ A natural person who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse will not remain in excess of US\$300,000) for the foreseeable future;
7. Initials _____ Any director or executive officer of LIR; or
8. Initials _____ Any entity in which all of the equity owners meet the requirements of at least one of the above categories – ***if this category is selected, you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.***

ONLY U.S. PLACEES WHO ARE ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN

Dated _____ 2018.

X _____
Signature of individual (if U.S. Placee **is** an individual)

X _____
Authorized signatory (if U.S. Placee is **not** an individual)

Name of U.S. Placee (**please print**)

Address of U.S. Placee (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

SCHEDULE 6.01(gg)
PURCHASER INTELLECTUAL PROPERTY

Nil

SCHEDULE 6.03(dd)
AURA INTELLECTUAL PROPERTY

Website and Domain Names:

- www.aurahealthclinics.com
- www.aurahealthclinics.ca

Email Addresses:

- ccarl@aurahealthclinics.com
- dposner@aurahealthclinics.com
- kli@aurahealthclinics.com