SECOND AMENDING AGREEMENT

This Second Amending Agreement is dated effective as of April 12, 2011.

BETWEEN:

LIME HILL CAPITAL CORPORATION, a body corporate incorporated under the laws of Canada (hereinafter called "**Lime Hill**")

- and -

LIQUID NUTRITION GROUP INC., a body corporate incorporated under the laws of Canada (hereinafter called "**LNGI**")

WHEREAS Lime Hill and LNGI have entered into amalgamation agreement dated February 28, 2011 (the "**Amalgamation Agreement**");

AND WHEREAS Lime Hill and LNGI have entered into an amending agreement dated March 4, 2011 (the "**First Amending Agreement**") which amends the terms of the Amalgamation Agreement;

AND WHEREAS Lime Hill and LNGI wish to further amend the Amalgamation Agreement as set out in this Second Amending Agreement;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements set forth herein and in the Amalgamation Agreement, the parties hereto agree as follows:

1. Interpretation

This Second Amending Agreement is supplemental to and shall form one agreement with the Amalgamation Agreement and the First Amending Agreement, and the Amalgamation Agreement, First Amending Agreement and this Second Amending Agreement shall be read together and have effect so far as practicable as though all the provisions thereof and hereof were contained in one instrument.

2. Amendments

a) The parties hereto agree that, effective as of the date hereof, subsection (l) of section 1.1 of the Amalgamation Agreement is hereby replaced in its entirety by the following:

"(l) "**Amalco Stock Option Plan**" means the new stock option plan of Lime Hill to be approved at the Meeting."

b) the parties hereto agree that, effective as of the date hereof, subsection (aa) of section 1.1 of the Amalgamation Agreement is hereby replaced in its entirety by the following:

"(aa) "**Escrow Transfer**" means the transfer within escrow by the existing directors of Lime Hill of an aggregate of 2,000,000 Lime Hill Shares at a price of $0.08 per share to such persons as determined by LNGI, subject to the receipt of all necessary regulatory approval."

c) the parties hereto agree that, effective as of the date hereof, subsection (e) of section 2.12 of the Amalgamation Agreement is hereby amended to change the reference to "one-quarter (1/4)" to "one-sixteenth (1/16)";

d) the parties hereto agree that, effective as of the date hereof, subsection (b) of section 4.2 of the Amalgamation Agreement is hereby replaced in its entirety by the following:

"(b) other than Liquid Nutrition Franchising Corporation and Liquid Nutrition SRL (collectively, the "**LNGI Subsidiaries**"), LNGI has no subsidiaries and holds no interest in any other company, partnership, joint venture or similar entity";

e) the parties hereto agree that, effective as of the date hereof, subsection (d) of section 4.2 of the Amalgamation Agreement is hereby replaced in its entirety by the following:

"(d) except as disclosed in writing to Lime Hill, after completion of the LNGI Debenture Private Placement, the LNGI Unit Private Placement and the Young Option, the Kou Option and the Athletes Subscription Agreements, other than the LNGI Warrants, the LNGI Debenture Agent's Options and the LNGI Unit Agent's Options, no Person has any agreement, option, warrant or right to acquire or capable of becoming an agreement for the purchase or acquisition of any of the unissued share capital of LNGI or the LNGI Subsidiaries, and there are no outstanding securities or instruments which are convertible into or exchangeable for shares of LNGI or the LNGI Subsidiaries";

f) the parties hereto agree that, effective as of the date hereof, section 2.6 of the Amalgamation Agreement is hereby replaced in its entirety by the following:

"**First Directors.** The number of first directors of Amalco shall be six (6). The first directors of Amalco shall be:

Dana Ades-Landy	1509 Sherbrooke Street W. #29 Montreal, QC H3G 1M1
H. Greg Chamandy	58 Belvedere Place Westmount, QC H3Y 1G6
Arlene Dickinson	383B Markham Street Toronto, ON M6G 2K8
Brandon Kou	201 Goshen Avenue, #103 Los Angeles, CA 9008
Glenn Young	1414 Cheverie Street Oakville, ON L6J 6C3
Darren C. Stark	55A Millennium Heights, Welches, St. Thomas, Barbados, BB22026

The first directors shall hold office until the first annual or general meeting of the shareholders of Amalco, or until their successors are appointed or elected. The subsequent directors shall be elected each year thereafter as provided for in the CBCA, in the Articles of Amalgamation and in the by-laws of Amalco. The board of directors will be authorized to appoint one or more additional directors, who shall hold office for a term not later than the close of the next annual meeting of shareholders, but the total number of directors so appointed will not exceed one-third of the number of directors elected at the previous annual meeting of shareholders."; and

g) The parties hereto agree that, effective as of the date hereof, subsection (f) of section 1.1 of the Amalgamation Agreement is hereby replaced in its entirety by the following:

"(f) ""**Amalco New Options"** means the stock options of Amalco to be granted at Closing as determined by the Board of Directors of Amalco in accordance with the policies of TSX Venture, each entitling the holder to acquire one Amalco Share at a price of $1.00 per share until up to ten years from the date of grant, in accordance with its terms."

3. <u>Confirmation</u>

The parties hereto hereby acknowledge and confirm that, except as specifically amended by the provisions of this Second Amending Agreement, all of the terms and conditions contained in the Amalgamation Agreement, as amended by the First Amending Agreement, are and shall remain in full force and effect, unamended, in accordance with the provisions thereof.

4. <u>Execution in Counterpart</u>

This Amending Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF the parties hereto have caused this Amending Agreement to be duly executed as of the date and year first above written.

LIME HILL CAPITAL CORPORATION

Per: *"Michael Rousseau"*
Michael Rousseau, President

LIQUID NUTRITION GROUP INC.

Per: *"Glenn Young"*
Glenn Young, President