

DEFINITIVE QUALIFYING TRANSACTION AGREEMENT

among

AUMENTO CAPITAL IV CORPORATION

and

LIFE CHOICES NATURAL FOOD CORP.

and

2460889 ONTARIO INC.

April 13, 2015

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DEFINITIVE QUALIFYING TRANSACTION AGREEMENT

THIS AGREEMENT is dated the 13th day of April, 2015.

AMONG:

AUMENTO CAPITAL IV CORPORATION, a
corporation existing under the *Business Corporations
Act* (Ontario),

("Aumento")

AND:

LIFE CHOICES NATURAL FOOD CORP., a
corporation existing under the *Business Corporations
Act* (Ontario),

("Life Choices")

AND:

2460889 ONTARIO INC., a corporation existing under
the *Business Corporations Act* (Ontario),

("CPC Subco")

WHEREAS:

- A. CPC Subco is a wholly-owned subsidiary of Aumento;
- B. Life Choices and Aumento entered into a letter of intent dated November 25, 2014, as amended January 30, 2015 (the "**Letter of Intent**") concerning a proposed transaction to combine the businesses, operations and assets of Life Choices and Aumento (the "**Proposed Transaction**");
- C. The shareholders of Life Choices have approved, among other things, the amalgamation of CPC Subco and Life Choices (the "**Amalgamation**") to form an entity expected to be named Life Choices Natural Food Corp.;
- D. Upon the effective date of the Amalgamation, among other things, the outstanding Life Choices Common Shares will be exchanged for Resulting Issuer Common Shares (as defined herein) in accordance with the provisions of this Agreement and the Amalgamation Agreement; and
- E. The completion of the Proposed Transaction is intended to, among other things, constitute the qualifying transaction of Aumento pursuant to the policies of the TSX Venture Exchange (the "**TSXV**") (the "**Qualifying Transaction**") and result in the listing of the Resulting Issuer Common Shares on the TSXV.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions

In this Agreement, the following words and terms have the meanings ascribed to them below:

“**Agency Agreement**” means the agency agreement to be entered into as of the closing date of the Private Placement, between Life Choices and the Private Placement Agent;

“**Agent’s Options**” means options to purchase up to 101,430 Aumento Common Shares for \$0.60 per share issued to Canaccord Genuity Corp. as agent to Aumento in connection with Aumento’s initial public offering on September 16, 2013;

“**Agreement**” means this agreement, including all Schedules, as it may be supplemented or amended by written agreement among the Parties;

“**Amalco**” has the meaning set forth in the recitals above;

“**Amalco Common Shares**” means common shares in the capital of Amalco;

“**Amalgamation**” means the amalgamation of Life Choices and CPC Subco to form Amalco and the subsequent transaction with the Resulting Issuer as contemplated in this Agreement and the Amalgamation Agreement;

“**Amalgamation Agreement**” means the agreement between Aumento, Life Choices and CPC Subco to formally give effect to the Amalgamation attached as Schedule “A” hereto;

“**Amalgamation Effective Date**” means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;

“**Aumento**” means Aumento Capital IV Corporation, a company existing under the OBCA;

“**Aumento Common Shares**” means the common shares in the capital of Aumento;

“**Aumento Disclosure Documents**” means documents filed by or on behalf of Aumento that are publicly available in electronic form on the System for Electronic Document Analysis and Retrieval, commonly known as “SEDAR”, at www.sedar.com;

“**Aumento Financial Statements**” means the audited financial statements of Aumento for the period from incorporation (June 11, 2013) to the year ended December 31, 2013, and the unaudited interim financial statements for the nine-month period ended September 30, 2014;

“**Aumento Stock Option Plan**” means the stock option plan of Aumento in existence as of the date hereof; and

“**Aumento Options**” means 160,929 options to purchase Aumento Common Shares exercisable at \$0.60 per share, issued pursuant to the Aumento Stock Option Plan;

“**Books and Records**” means books, ledgers, files, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, Tax Returns and other data and information, including all data and information stored on computer-related or other electronic media, maintained with respect to Aumento, CPC Subco and Life Choices;

“**Business**” means the business carried on by each of Life Choices and Aumento directly or indirectly, including by any Subsidiary, as the case may be, from time to time, including without limitation, with respect to Life Choices the sale, marketing, production, and distribution of pre-packaged meats and natural foods in Canada;

“**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario;

“**Claim**” means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, grievance, charge, prosecution, assessment or reassessment, including any appeal or application for review;

“**Closing Date**” means the date, subject to the terms and conditions hereof, the Parties agree that the closing of the Transaction will occur prior to the issuance of the Final Exchange Bulletin;

“**Closing Time**” means the time, subject to the terms and conditions hereof, the Parties agree that the closing of the Transaction will occur on the Closing Date;

“**Confidential Information**” means information, whether in written or electronic form, or committed to memory, that is of a proprietary or confidential nature, or not generally available to the public, relating to Life Choices or the Business;

“**Contract**” means any agreement, understanding, undertaking, commitment, licence or lease, whether written or oral;

“**CPC Policy**” means TSXV Policy 2.4 - *Capital Pool Companies*;

“**CPC Subco**” means 2460889 Ontario Inc., the wholly-owned subsidiary of Aumento, formed for the sole purpose of completing the Amalgamation;

“**CPC Subco Common Shares**” means common shares in the capital of CPC Subco;

“**EFG Tax Returns**” means the tax returns of The Everyday Fundraising Group for fiscal 2012 and 2013;

“**Encumbrance**” means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind;

“**Filing Statement**” means the filing statement dated April 13, 2015, prepared by the Parties in accordance with TSXV Form 3B2, including all schedules and appendixes thereto, to be submitted to the TSXV for approval of the Transaction;

“**Final Exchange Bulletin**” means the bulletin issued by the TSXV evidencing final TSXV acceptance of the Qualifying Transaction to be issued following the Closing Date;

“**Governmental Entity**” means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel

or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them;

“**IFRS**” means International Financial Reporting Standards;

“**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 re-issuances, 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;

“**Law**” or “**Laws**” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Governmental Entity, and the term “**applicable**” with respect to Laws and in a context that refers to one or more Persons, means that the Laws apply to the Person or Persons, or its or their business, undertaking, property or securities, and emanate from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

“**Letter of Intent**” has the meaning set forth in the recitals above;

“**Life Choices**” means Life Choices Natural Food Corp., a corporation existing under the OBCA;

“**Life Choices Common Shares**” means common shares in the capital of Life Choices;

“**Life Choices Financial Statements**” means the audited financial statements of Life Choices as at March 31, 2014 and for the year then ended, with unaudited comparative financial statements as at March 31, 2013 and 2012 and the unaudited interim financial statements for the nine months ended December 31, 2014 with unaudited comparatives as at December 31, 2013;

“**Material Adverse Effect**” means a material adverse effect on the Business or financial position, condition, assets or properties of Life Choices or Aumento, as the case may be;

- (a) reasonably expected to result in losses, individually or in the aggregate, of \$75,000 or more; or
- (b) that could reasonably be expected to have a material adverse effect on the ability to operate or conduct the Business of Life Choices or Aumento, as the case may be, in the manner in which it is currently operated;

“**Material Contract**” means a Contract that involves or may result in the payment of money or money’s worth by or to Life Choices in an amount in excess of \$75,000;

“**Notice**” means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party;

“**OBCA**” means the *Business Corporations Act* (Ontario);

“**Parties**” means Life Choices, Aumento and CPC Subco;

“**Permitted Encumbrances**” means Encumbrances registered against assets of Life Choices and/or Aumento, as applicable, as of the date hereof;

“**Person**” means an individual, body corporate, sole proprietorship, partnership, trust, unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Entity;

“**Personal Information**” means information about an identifiable individual, including without limitation, such information on the Parties’ customers, suppliers, employees, officers, directors, shareholders, and agents;

“**Privacy Laws**” means all laws of Canada governing the collection, use, disclosure and retention of Personal Information including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada), *Personal Information Protection Act* (British Columbia), *Personal Information Protection Act* (Alberta);

“**Private Placement**” means the brokered private placement of Life Choices Common Shares for gross proceeds of approximately \$5.3 million and approximately 3,897,059 Life Choices Common Shares;

“**Private Placement Agent**” means Canaccord Genuity Corp.;

“**Private Placement Agent’s Warrants**” means the warrants exercisable for Life Choices Common Shares to be issued to the Private Placement Agent in conjunction with the Private Placement pursuant to the Agency Agreement;

“**Proposed Transaction**” has the meaning set forth in the recitals above;

“**Qualifying Transaction**” has the meaning set forth in the recitals above;

“**Resulting Issuer**” means Aumento upon completion of the Amalgamation;

“**Resulting Issuer Common Shares**” means common shares in the capital of Resulting Issuer;

“**Resulting Issuer Options**” means options to acquire Resulting Issuer Common Shares;

“**Securities Authorities**” means any applicable securities regulatory authority in Canada;

“**Share Consolidation**” means the consolidation of the issued and outstanding Aumento Common Shares prior to completion of the Transaction on the basis of one (1) new Aumento Common Share for every two (2) Aumento Common Shares then issued and outstanding;

“**Subsidiary**” means, with respect to a specified body corporate, any body-corporate of which the specified body corporate is entitled to elect a majority of the directors thereof and will include any body-corporate, partnership, joint venture or other entity over which it exercises direction or control or which is in a like relation to such a body corporate, excluding any body corporate in respect of which such direction or control is not exercised by the specified body corporate as a result of existing contracts, agreements and commitments, and, in the case of Aumento, includes CPC Subco;

“**Tax**” means all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind whatsoever, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts, imposed by any Governmental Entity;

“**Tax Law**” means any Law that imposes Taxes or that deals with the administration or enforcement of liabilities for Taxes;

“**Tax Return**” means any return, report, declaration, designation, election, undertaking, waiver, notice, filing, information return, statement, form, certificate or any other document or materials relating to Taxes, including any related or supporting information with respect to any of the foregoing, filed or to be filed with any Governmental Entity in connection with the determination, assessment, collection or administration of Taxes;

“**Transaction**” means the completion of the Amalgamation, the Qualifying Transaction, the Private Placement and all other transactions contemplated by this Agreement;

“**Transfer Agent**” means Computershare Trust Company of Canada;

“**TSXV**” means the TSX Venture Exchange; and

“**USA**” means the unanimous shareholders agreement of Life Choices dated October 17, 2003, as amended on October 12, 2010, and further amended on April 11, 2014.

Section 1.2 Certain Rules of Interpretation

- (a) In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word “including” in this Agreement is to be construed as meaning “including, without limitation”.
- (b) The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (c) References in this Agreement to an Article, Section, or Schedule are to be construed as references to an Article, Section, or Schedule of or to this Agreement.

- (d) Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.
- (e) Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute from time to time, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.
- (f) In the event of any conflict or inconsistency between the statements in the body of the Agreement and the Schedules, the statements in the body of this Agreement will prevail.

Section 1.3 Governing Law

This Agreement is governed by, and is to be construed and interpreted exclusively in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of Ontario to resolve any disputes arising hereunder.

Section 1.4 Entire Agreement

This Agreement, together with the agreements and other documents to be delivered pursuant to this Agreement, constitutes the entire agreement among the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, including the Letter of Intent, and there are no representations, warranties or other agreements among the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or the other agreements and documents delivered pursuant to this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or in one of the other agreements and documents delivered pursuant to this Agreement. In the case of any inconsistency between this Agreement and any other document, this Agreement shall govern.

Section 1.5 Knowledge

Where the phrase “to the knowledge of Life Choices” or “to the knowledge of Aumento” is used, such phrase will mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon, in the case of Life Choices, the knowledge of Matthew von Teichman, and in the case of Aumento, the collective knowledge of the directors and officers of Aumento and in all cases, “knowledge” means the actual knowledge of such persons after due inquiry.

Section 1.6 Schedules

Schedule “A”, Form of Amalgamation Agreement, is attached to and incorporated by reference into this Agreement.

ARTICLE 2 THE AMALGAMATION

Section 2.1 Amalgamation

The Parties agree that Aumento, CPC Subco, and Life Choices will effect the Amalgamation on the terms and subject to the conditions contained in this Agreement and the Amalgamation Agreement.

Section 2.2 Effect of Amalgamation

The Parties agree that the Amalgamation will become effective on the Amalgamation Effective Date and at such time, among other things:

- (a) CPC Subco and Life Choices will amalgamate to form Amalco pursuant to the OBCA in the manner set out in the Amalgamation Agreement;
- (b) immediately upon the amalgamation of CPC Subco and Life Choices pursuant to Subsection 2.2(a):
 - (i) each Life Choices Shareholder (which, for greater certainty, includes subscribers for Life Choices Common Shares in the Private Placement), will receive one (1) Resulting Issuer Common Share in exchange for every one (1) issued and outstanding Life Choices Common Share held by such shareholder, and the Life Choices Common Shares exchanged thereby will be cancelled without reimbursement of the capital represented by such shares;
 - (ii) each holder of Private Placement Agent's Warrants will receive one warrant exercisable for one Aumento Common Share for each Life Choices Common Share purchasable under the Private Placement Agent's Warrants, such new warrants which shall have all other terms and conditions the same as those of the Private Placement Agent's Warrants;
 - (iii) the Resulting Issuer will receive one Amalco Common Share in exchange for each issued and outstanding share of CPC Subco held by the Resulting Issuer and the CPC Subco Common Shares exchanged thereby will be cancelled without reimbursement of the capital represented by such shares; and
 - (iv) the current officers and directors of Aumento but for Roger Daher, will resign and the board of directors of the Resulting Issuer will be reconstituted to consist of the following persons: Matthew von Teichman, James M. Brown, Blair Tamblyn, James Haggerty, and Roger Daher. The senior management of the Resulting Issuer will include Matthew von Teichman as Chief Executive Officer, C. Mathew Walsh as Chief Financial Officer, and Aaron Skelton as Vice President of Brands and Business Development.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF AUMENTO

Aumento hereby represents and warrants to Life Choices and CPC Subco, and acknowledges that Life Choices and CPC Subco are relying upon such representations and warranties, as follows:

Section 3.1 Corporate Existence

Aumento is a company duly incorporated, validly existing and in good standing under the laws of the Province of Ontario. No proceedings have been taken or authorized by Aumento in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution or winding up of Aumento.

Section 3.2 Capacity to Enter Agreement

Aumento has the requisite corporate power and authority and capacity to enter into and perform its obligations under this Agreement.

Section 3.3 Binding Obligation

The execution, delivery and performance of this Agreement by Aumento and the consummation by it of the transactions contemplated hereby has been duly and validly authorized by all necessary corporate action, and no further consent or authorization of the board of directors or shareholders of Aumento is required. This Agreement constitutes a valid and binding obligation of Aumento, enforceable against Aumento in accordance with its terms.

Section 3.4 Absence of Conflict

None of the execution and delivery of this Agreement, the performance of the obligations of Aumento under this Agreement, or the completion of the Transaction will:

- (a) result in or constitute a breach of any terms or provision of, or constitute a default under, the articles or by-laws of Aumento, or any agreement or other commitment to which Aumento is a party or by which Aumento is bound;
- (b) constitute an event which would permit any party to any material Contract with Aumento to terminate such material Contract or to accelerate the maturity of any indebtedness of Aumento, or other obligations of Aumento; or
- (c) result in the creation or imposition of any Encumbrance on Aumento or the Aumento Common Shares.

Section 3.5 No Business Operations

Except for transfer agent fees and escrow agent fees pursuant to agreements with the Transfer Agent, as well as legal, accounting, and other fees and expenses in connection with remaining in good standing with the TSXV, as a reporting issuer in Ontario, British Columbia and Alberta, and as a company incorporated under the OBCA, Aumento does not have any agreements, Contracts, undertakings or commitments whatsoever of any kind, and Aumento is not a party to, or bound or affected by, any Contract containing any covenant expressly limiting its ability to compete in any line of business, or transfer or move any of its assets or operations.

Section 3.6 Constatting Documents

The certificate and articles of incorporation of Aumento dated June 11, 2013, as subsequently amended on August 23, 2013, and the bylaws of Aumento dated June 11, 2013, constitute all of the constating documents of Aumento and are in full force and effect; no action has been taken and no changes are planned to amend the articles or bylaws of Aumento other than in conjunction with the consolidation of the shares of Aumento on a 2:1 basis.

Section 3.7 Capacity and Power

Aumento has all necessary corporate power, authority and capacity to own or lease its assets and carry on its Business as currently being conducted.

Section 3.8 Authorized and Issued Capital

The authorized share capital of Aumento consists of an unlimited number of Aumento Common Shares of which as of the date hereof 1,609,300 Aumento Common Shares are validly issued and outstanding as fully paid and non-assessable shares in the capital of Aumento. In addition, as of the date hereof, the Aumento Options and the Agent's Options remain outstanding. Upon completion of the Share Consolidation, Aumento will have: (i) 804,650 Aumento Common Shares, (ii) 80,464 Aumento Options with an adjusted exercise price of \$1.20 per share; and (iii) 50,715 Agent's Options at an adjusted exercise price of \$1.20 per share, issued and outstanding.

Section 3.9 Pre-Emptive Rights

- (a) No shareholder of Aumento is entitled to pre-emptive rights or registration rights and there are no outstanding options, warrants, scrip, rights to subscribe for, call or commitments of any character whatsoever relating to, or securities or rights convertible into any Aumento Common Shares, other than the Aumento Options and the Agent's Options;
- (b) there are no Contracts, commitments, understandings, or arrangements by which Aumento is or may become bound to issue additional Aumento Common Shares or options, securities or rights convertible into Aumento Common Shares, other than the Aumento Options and the Agent's Options;
- (c) Aumento is not a party to any agreement granting registration or anti-dilution rights to any person with respect to any of its equity or debt securities; and
- (d) other than the escrow agreements entered into by Aumento, certain of its respective shareholders and the Transfer Agent as escrow agent, in compliance with the CPC Policy, or as may be imposed by the TSXV pursuant to the Qualifying Transaction, none of the issued and outstanding Aumento Common Shares are, to the knowledge of Aumento, subject to escrow restrictions, pooling arrangements or voting trusts, whether voluntary or involuntary.

Section 3.10 Jurisdictions

Aumento is duly licensed, registered and qualified as a corporation to do business, is up-to-date in the filing of all required corporate returns and other notices and filings and is otherwise in good standing in all material respects, in each jurisdiction in which: (i) it owns or leases property, or (ii) the nature or conduct of its business or any part thereof, or the nature of the property of Aumento or any part thereof, makes such qualification necessary to enable the Business to be carried on as now conducted, to enable the property and assets of Aumento to be owned, leased and operated by it.

Section 3.11 Regulatory Approvals

Other than as required by the TSXV, no authorization, approval, order, consent of, or filing with, any Governmental Entity is, to the knowledge of Aumento, required on the part of Aumento in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

Section 3.12 Consents

There is no requirement to obtain any consent, approval or waiver of a party under any material Contract to which Aumento is a party in order to complete the Transaction.

Section 3.13 Subsidiaries and Investments

Other than the CPC Subco Common Shares, Aumento does not own or hold, directly or indirectly, any securities of, or have any interest in, any corporation, partnership, joint venture or other entity, and Aumento has not entered into any agreement to acquire such interest that has not been terminated. Aumento is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person.

Section 3.14 Prior Issuances of Securities, Foreign Registration, No Cease Trade Orders

- (a) The offer and sale of all Aumento Common Shares, convertible securities, rights, warrants or options of Aumento issued and outstanding as of the date of this Agreement have complied with all applicable Laws;
- (b) Aumento's securities are not registered with any securities commission or with any securities regulator in any foreign jurisdiction, and Aumento is not required to file periodic reports with the U.S. Securities and Exchange Commission pursuant to the *Securities Exchange Act* of 1934; and
- (c) no order ceasing or suspending trading in any securities of Aumento, prohibiting the sale of securities of Aumento or the trading of Aumento's issued securities has been issued and, to the knowledge of Aumento, no proceedings for such purpose are pending, threatened or contemplated, other than a suspension of trading as has been imposed by the TSXV in accordance with the CPC Policy due to the announcement of the Qualifying Transaction.

Section 3.15 Non-Arm's Length Loans, Loans to Insiders, etc.

Aumento has made no payment or loan to, or borrowed any funds from or is otherwise indebted to, any officer, director, employee, shareholder or any other person not dealing at arm's length with Aumento. Aumento is not a party to any Contract with any officer, director, employee, shareholder or any other person not dealing at arm's length with Aumento, other than as disclosed in the Aumento Financial Statements as "related party transactions".

Section 3.16 Books and Records

The Books and Records and minute books of Aumento are maintained substantially in accordance with all applicable Laws and are complete and accurate in all respects.

Section 3.17 Compliance with Laws

To the Knowledge of Aumento, it is in compliance with the requirements of all applicable Laws which affect the Business of Aumento or to which it is subject. Aumento has not received any written notice or other written communication from any Governmental Authority with respect to a violation and/or material failure to comply with the Law.

Section 3.18 Financial Statements

The Aumento Financial Statements are prepared in accordance with IFRS and present fairly the assets and liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Aumento as at the respective dates of such financial statements and have been maintained in accordance with good business practices on a basis consistent with prior years.

Section 3.19 Tax Matters

Aumento has filed all Tax Returns, and has withheld or collected and remitted all amounts to be withheld or collected and remitted with respect to any Taxes as required under all applicable Tax Laws. There are no actions, suits or proceedings, in progress, pending, or, to the knowledge of Aumento threatened, in connection with any Taxes. The provisions for Taxes shown on the Aumento Financial Statements are sufficient for the payment of all accrued and unpaid Taxes for all periods up to the end of the most recent financial period addressed in the Aumento Financial Statements.

Section 3.20 Absence of Changes

Since the most recent balance sheet and statement of loss included in the Aumento Financial Statements, there has not been:

- (a) any change in the financial condition, operations, results of operations, or Business of Aumento that has had a Material Adverse Effect nor has there been any occurrence or circumstances which, with the passage of time might reasonably be expected to have a Material Adverse Effect; or
- (b) any damage, destruction or loss, labour trouble, or other event, development or condition of any character (whether or not covered by insurance) suffered by Aumento which has had, or may reasonably be expected to have a Material Adverse Effect.

Section 3.21 Absence of Undisclosed Liabilities

Except to the extent reflected or reserved in the Aumento Financial Statements or incurred in the ordinary course of Aumento's Business consistent with past practice, Aumento does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise), including under any guarantee of any debt.

Section 3.22 Title to Assets

- (a) In the manner described in the Filing Statement, Aumento owns, possesses and has good and marketable title to all of its undertaking, property and assets including all the undertaking, property and assets to be reflected in the most recent balance sheet included in the Aumento Financial Statements, free and clear of all Encumbrances, other than Permitted Encumbrances. The undertaking, property and assets of Aumento comprise all of the undertaking, assets and property necessary for it to carry on its Business as it is currently operated. No Person other than Aumento owns any assets which are being used in the Business and there are no agreements or commitments by Aumento to purchase property or assets.
- (b) Aumento has not received notice of any material defect in its title or claim to the assets or any notice from any third party claiming such an interest, and, for the period of time that Aumento has owned the assets, as applicable, all material relevant obligations of Aumento in relation to the assets have been performed and observed.

- (c) There are no outstanding material orders, notices or similar requirements relating to the assets described in this section issued by any Governmental Entity, including, without limitation, occupational health and safety authorities, and there are no matters under discussion between Aumento and any such authorities relating to orders, notices or similar requirements.

Section 3.23 Absence of Unusual Transactions

Since the most recent balance sheet and statement of loss included in the Aumento Financial Statements:

- (a) Aumento has conducted its Business only in the usual, ordinary and regular course and consistent with past practice and in accordance with the CPC Policy;
- (b) no liability or obligation of any nature, other than those related to the Amalgamation and the Qualifying Transaction (whether absolute, accrued, contingent or otherwise) that has had or is reasonably likely to have a Material Adverse Effect has been incurred; and
- (c) no event that has had or is reasonably likely to have a Material Adverse Effect has occurred.

Section 3.24 Material Contracts

Aumento is not in default or breach of any Material Contract, and to the knowledge of Aumento, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach. To the knowledge of Aumento, no counterparty to any Material Contract is in default of any of its obligations under any Material Contract, Aumento is entitled to all benefits under each Material Contract, and Aumento has not received any notice of termination of any Material Contract and, to the knowledge of Aumento, no such terminations are pending, threatened or contemplated.

Section 3.25 Personal Information

- (a) All Personal Information in the possession of Aumento has been collected, used and disclosed in compliance with all applicable Privacy Laws in those jurisdictions in which Aumento conducts, or is deemed by operation of law in those jurisdictions to conduct, its Business.
- (b) Aumento has disclosed all Contracts and facts concerning the collection, use, retention, destruction and disclosure of Personal Information, and there are no other Contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any Personal Information by Aumento in compliance with applicable Privacy Laws.
- (c) There are no Claims pending or threatened, with respect to Aumento's collection, use or disclosure of Personal Information.

Section 3.26 Restrictive Covenants

Aumento is not a party to, or bound or affected by, any Contract containing any covenant expressly limiting its ability to compete in any line of business, or transfer or move any of its assets or operations, or which could reasonably be expected to have a Material Adverse Effect on its Business.

Section 3.27 No Broker

Other than with respect to the Private Placement, all negotiations relating to this Agreement and the transactions contemplated by this Agreement have been carried on between the Parties directly, without the intervention of any other Person on behalf of any Party in such manner as to give rise to any valid claim against any Party for a brokerage commission, finder's fee or other similar payment, except as disclosed herein.

Section 3.28 Power of Attorney

Aumento has not granted a general or special power of attorney to any Person.

Section 3.29 Management Contracts

Aumento is not a party to any written management contract or employment agreement, including without limitation, any contract which provides for a right of payment in the event of a change of control of Aumento.

Section 3.30 Litigation

There are no actions, suits, grievances or proceedings, whether judicial, arbitral or administrative, and whether or not purportedly on behalf of Aumento, pending, commenced, or, to the knowledge of Aumento, pending, threatened or contemplated. There is no outstanding judgment, decree, order, ruling or injunction involving Aumento or relating in any way to the Transaction.

Section 3.31 No Expropriation

No property or asset of Aumento has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced nor is there any intent or proposal to give any such notice or commence any such proceeding.

Section 3.32 Finder's Fees

Except for fees payable in connection with the Transaction as described in the Filing Statement, no person or corporation is entitled to a finder's fee or other form of compensation from Aumento with respect to the Transaction.

Section 3.33 Property

Except for 320 Bay Street, Suite 1600, Toronto, Ontario, M5H 4A6, Aumento does not occupy or use any property or premises.

Section 3.34 Ownership of CPC Subco

Aumento is the recorded and beneficial owner and holder of all of the issued and outstanding shares of CPC Subco, free and clear of all Encumbrances. There are no subscriptions, options, calls, warrants, rights (including pre-emptive rights), commitments or Contracts (whether or not currently exercisable) to which Aumento is a party or by which Aumento is bound which obligates Aumento to issue, deliver or sell or repurchase, redeem or otherwise acquire the shares of CPC Subco or otherwise obligates Aumento to grant, extend, accelerate the vesting of or enter into any such subscription, option, call, warrant, right, commitment or Contract, and no condition or circumstance that may give rise to or provide the basis for the assertion of a claim by any Person to the effect that such Person is entitled to acquire or receive the shares of CPC Subco.

Section 3.35 Capital Pool Company, Due Registration and Compliance

Aumento is a “capital pool company” duly created in accordance with, and is currently in compliance with, the CPC Policy. Aumento is a “reporting issuer” in good standing in Ontario, British Columbia, and Alberta. Aumento is in compliance with all continuous disclosure and other applicable Laws and the Aumento Disclosure Documents are free from any material misrepresentation. No securities commission or other authority of any government or self-regulatory organization, including the TSXV, has issued any order preventing the Transaction or the trading of any securities of Aumento, with the exception of the cease trade order currently in effect for the Aumento Common Shares as a result of the announcement of the proposed Qualifying Transaction.

Section 3.36 Full and Complete Disclosure

None of the foregoing representations, warranties and statements of fact and none of the Aumento Disclosure Documents (and nor will the Filing Statement upon completion) contain any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to a prospective purchaser of Aumento Common Shares who is seeking full information concerning Aumento and its properties, business and affairs.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF CPC SUBCO**

CPC Subco hereby represents and warrants to Aumento and Life Choices, and acknowledges that Aumento and Life Choices are relying upon such representations and warranties, as follows:

Section 4.1 Corporate Existence

CPC Subco is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of Ontario. No proceedings have been taken or authorized by CPC Subco in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution or winding up of CPC Subco.

Section 4.2 Capacity to Enter Agreement

CPC Subco has the requisite corporate power and authority and capacity to enter into and perform its obligations under this Agreement.

Section 4.3 Binding Obligation

The execution, delivery and performance of this Agreement by CPC Subco and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of the board of directors or shareholders of CPC Subco is required. This Agreement constitutes a valid and binding obligation of CPC Subco, enforceable against CPC Subco in accordance with its terms.

Section 4.4 Absence of Conflict

None of the execution and delivery of this Agreement, the performance of the obligations of CPC Subco under this Agreement, or the completion of the Transaction will:

- (a) result in or constitute a breach of any term or provision of, or constitute a default under, the articles or by-laws of CPC Subco, or any agreement or other commitment to which CPC Subco is a party or by which CPC Subco is bound;

- (b) constitute an event which would permit any party to any material contract with CPC Subco to terminate that agreement, or to accelerate the maturity of any indebtedness of CPC Subco, or other obligation of CPC Subco; or
- (c) result in the creation or imposition of any Encumbrance on the CPC Subco assets or the CPC Subco Common Shares.

Section 4.5 No Business Operations

CPC Subco does not have any agreements, Contracts, undertakings or commitments whatsoever of any kind other than this Agreement and does not carry out any active business and has been formed for the sole purpose of carrying out the Amalgamation.

Section 4.6 Constating Documents

The certificate and articles of incorporation of CPC Subco dated April 7, 2015, and the bylaws of CPC Subco dated April 7, 2015, constitute all of the constating documents of CPC Subco and are in full force and effect; no action has been taken and no changes are planned to amend the articles or bylaws of CPC Subco other than in conjunction with the Amalgamation.

Section 4.7 Capacity and Power

CPC Subco has all necessary corporate power, authority and capacity to own or lease its assets and carry on its Business as currently being conducted.

Section 4.8 Authorized and Issued Capital

The authorized share capital of CPC Subco consists of an unlimited number of common shares of which as of the date hereof 10 CPC Subco common shares are validly issued and outstanding as fully paid and non-assessable shares in the capital of CPC Subco owned of record and beneficially by Aumento on the date hereof free and clear of all Encumbrances.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF LIFE CHOICES**

Life Choices hereby represents and warrants to Aumento and CPC Subco, and acknowledges that Aumento and CPC Subco are relying upon such representations and warranties, as follows:

Section 5.1 Corporate Existence

Life Choices is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of Ontario. No proceedings have been taken or authorized by Life Choices in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution or winding up of Life Choices.

Section 5.2 Capacity to Enter Agreement

Life Choices has the requisite corporate power and authority and capacity to enter into and perform its obligations under this Agreement.

Section 5.3 Binding Obligation

The execution, delivery and performance of this Agreement by Life Choices and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of the board of directors or shareholders of Life Choices is required. This Agreement constitutes a valid and binding obligation of Life Choices, enforceable against Life Choices in accordance with its terms.

Section 5.4 Absence of Conflict

None of the execution and delivery of this Agreement, the performance of Life Choices' obligations under this Agreement, or the completion of the Transaction will:

- (a) result in or constitute a breach of any term or provision of, or constitute a default under, the articles or by-laws of Life Choices or any agreement or other commitment to which Life Choices is a party or by which Life Choices is bound;
- (b) constitute an event which would permit any party to any Material Contract to terminate that agreement, or to accelerate the maturity of any indebtedness of Life Choices, or other obligation of Life Choices; or
- (c) result in the creation or imposition of any Encumbrance on the Life Choices Common Shares.

Section 5.5 Constating Documents

The articles of incorporation and bylaws of Life Choices dated May 31, 1999 constitute all of the constating documents of Life Choices and are in full force and effect; no action has been taken and no changes are planned to amend the articles or by-laws of Life Choices other than in conjunction with: (a) the Amalgamation; and (b) the split of the Life Choices Shares on a 4.364521:1 basis prior to completion of the Private Placement.

Section 5.6 Capacity and Power

Life Choices has all necessary corporate power, authority and capacity to own or lease its assets and carry on its Business as currently being conducted.

Section 5.7 Authorized and Issued Capital

The authorized share capital of Life Choices consists of an unlimited number of Life Choices Common Shares of which as of the date hereof 3,369,415 Life Choices Common Shares are validly issued and outstanding as fully paid and non-assessable shares in the capital of Life Choices. Pursuant to the Private Placement, Life Choices will issue up to 3,897,059 Life Choices Common Shares (excluding any over-allotment option).

Section 5.1 Pre-Emptive Rights

- (a) No shareholder of Life Choices is entitled to pre-emptive rights or registration rights and there are no outstanding options, warrants, scrip, rights to subscribe for, call or commitments of any character whatsoever relating to, or securities or rights convertible into any Life Choices Common Shares, other than the Private Placement Agent's Warrants, the employment contract of A. Skelton and the USA;

- (b) there are no Contracts, commitments, understandings, or arrangements by which Life Choices is or may become bound to issue additional Life Choices Common Shares or options, securities or rights convertible into Life Choices Common Shares, other than the than the Private Placement Agent's Warrants, the employment contract of A. Skelton and the USA;
- (c) Life Choices is not a party to any agreement granting registration or anti-dilution rights to any person with respect to any of its equity or debt securities other than the USA; and
- (d) other than the escrow agreements to be entered into by certain of Life Choices' shareholders and the Transfer Agent as escrow agent and as may be imposed by the TSXV pursuant to the Qualifying Transaction, none of the issued and outstanding Life Choices Common Shares are, to the knowledge of Life Choices, subject to escrow restrictions, pooling arrangements or voting trusts, whether voluntary or involuntary.

Section 5.2 Jurisdictions

Life Choices is duly licensed, registered and qualified as a corporation to do business, is up-to-date in the filing of all required corporate returns and other notices and filings and is otherwise in good standing in all material respects, in each jurisdiction in which: (i) it owns or leases property, or (ii) the nature or conduct of its business or any part thereof, or the nature of the property of Life Choices or any part thereof, makes such qualification necessary to enable the Business to be carried on as now conducted, to enable the property and assets of Life Choices to be owned, leased and operated by it, except where failure to be so licensed, registered and qualified or to make such filings would not have a Material Adverse Effect on Life Choices.

Section 5.3 Regulatory Approvals

Other than the filing with the applicable securities commissions in respect of the Private Placement and filing with the TSXV, no authorization, approval, order, consent of, or filing with, any Governmental Entity is, to the knowledge of Life Choices, required on the part of Life Choices in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

Section 5.4 Consents

Other than from the Business Development Bank of Canada and The Toronto-Dominion Bank, there is no requirement to obtain any consent, approval or waiver of a party under any Material Contract to which Life Choices is a party in order to complete the Transaction.

Section 5.5 Subsidiaries and Investments

Other than as disclosed in the Filing Statement, Life Choices does not own or hold, directly or indirectly, any securities of, or have any interest in, any corporation, partnership, joint venture or other entity, and Life Choices has not entered into any agreement to acquire such interest. Life Choices is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person.

Section 5.6 Prior Issuances of Securities and Foreign Registration

- (a) The offer and sale of all Life Choices Common Shares, convertible securities, rights, warrants or options of Life Choices issued and outstanding as of the date of this Agreement have complied with all applicable Laws;

- (b) Life Choices securities are not registered with any securities commission or with any securities regulator in Canada or in any foreign jurisdiction, and Life Choices is not required to file periodic reports with the U.S. Securities and Exchange Commission pursuant to the *Securities Exchange Act* of 1934; and
- (c) no order prohibiting the sale of securities of Life Choices has been issued and, to the knowledge of Life Choices, no proceedings for such purpose are pending, threatened or contemplated.

Section 5.7 Non-Arm's Length Loans, Loans to Insiders, etc.

Other than as described in the Filing Statement and the Life Choices Financial Statements, Life Choices has not made any payment or loan to, or borrowed any funds from or is otherwise indebted to, any officer, director, employee, shareholder or any other person not dealing at arm's length with Life Choices except with respect to reasonable and bona fide expenses incurred by such persons relating to the business and affairs of Life Choices. Other than employment or other agreements as disclosed in the Filing Statement, Life Choices is not a party to any contract with any officer, director, employee, shareholder or any other person not dealing at arm's length with Life Choices.

Section 5.8 Books and Records

The Books and Records and minute books of Life Choices are maintained substantially in accordance with all applicable Laws and are complete and accurate in all respects.

Section 5.9 Compliance with Laws

Other than the EFG Tax Returns, to the Knowledge of Life Choices, it is in compliance with the requirements of all applicable Laws which affect the Business of Life Choices or to which it is subject. Other than with respect to the EFG Tax Returns, Life Choices has not received any written notice or other written communication from any Governmental Authority with respect to a violation and/or material failure to comply with the Law.

Section 5.10 Financial Statements

The Life Choices Financial Statements are prepared in accordance with IFRS, and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Life Choices as at the respective dates of such financial statements.

Section 5.11 Tax Matters

Life Choices has withheld or collected and remitted all amounts to be withheld or collected and remitted with respect to any Taxes as required under all applicable Tax Laws. There are no actions, suits or proceedings, in progress, pending, or, to the knowledge of Life Choices, threatened against Life Choices, in connection with any Taxes. The provisions for Taxes shown on the Life Choices Financial Statements are sufficient for the payment of all accrued and unpaid Taxes for all periods up to the end of the most recent financial period addressed in the Life Choices Financial Statements.

Section 5.12 Absence of Changes

Since the most recent balance sheet and statement of income included in the Life Choices Financial Statements, there has not been:

- (a) any change in the financial condition, operations, results of operations, or Business of Life Choices that has had a Material Adverse Effect nor has there been any occurrence or circumstances which, with the passage of time might reasonably be expected to have a Material Adverse Effect; or
- (b) any damage, destruction or loss, labour trouble, or other event, development or condition of any character suffered by Life Choices which has had, or may reasonably be expected to have a Material Adverse Effect.

Section 5.13 Absence of Undisclosed Liabilities

Except to the extent reflected or reserved in the Life Choices Financial Statements or incurred in the ordinary course of Life Choices' Business consistent with past practice, Life Choices does not have any material outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise), including under any guarantee of any debt.

Section 5.14 Title to Assets

- (a) There are no agreements or commitments by Life Choices to purchase property or assets. In the manner described in the Filing Statement, Life Choices owns, possesses and has good and marketable title to all of its undertaking, property and assets including all the undertaking, property and assets to be reflected in the most recent balance sheet included in the Life Choices Financial Statements, free and clear of all Encumbrances, other than Permitted Encumbrances. Life Choices has valid leasehold interests in, or right to use by license or otherwise, all assets and properties leased, licensed or otherwise used by Life Choices, in each case free and clear of all Encumbrances (other than Permitted Encumbrances). Life Choices has such rights by title, lease, license or otherwise in and to the assets and properties owned or used in the Businesses as are necessary to conduct the Business as conducted on the date hereof.
- (b) Life Choices has not received notice of any material defect in its title or claim to the assets or any notice from any third party claiming such an interest, and, for the period of time that Life Choices has owned the assets, as applicable, all material relevant obligations of Life Choices in relation to the assets have been performed and observed.
- (c) There are no outstanding material orders, notices or similar requirements relating to the assets issued by any Governmental Entity, including, without limitation, occupational health and safety authorities, and there are no matters under discussion between Life Choices and any such authorities relating to orders, notices or similar requirements.

Section 5.15 Absence of Unusual Transactions

Since the most recent balance sheet and statement of loss included in the Life Choices Financial Statements, except as contemplated in this Agreement:

- (a) Life Choices has conducted its Business only in the usual, ordinary and regular course and consistent with past practice;
- (b) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) that has had or is reasonably likely to have a Material Adverse Effect has been incurred; and

- (c) no event that has had or is reasonably likely to have a Material Adverse Effect has occurred.

Section 5.16 Material Contracts

Life Choices is not in default or breach of any Material Contract, and to the knowledge of Life Choices, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach. To the knowledge of Life Choices, no counterparty to any Material Contract is in default of any of its obligations under any Material Contract, Life Choices is entitled to all benefits under each Material Contract, and Life Choices has not received any notice of termination of any Material Contract and, to the knowledge of Life Choices, no such terminations are pending, threatened or contemplated.

Section 5.17 Personal Information

- (a) All Personal Information in the possession of Life Choices has been collected, used and disclosed in compliance with all applicable Privacy Laws in those jurisdictions in which Life Choices conducts, or is deemed by operation of law in those jurisdictions to conduct, its business.
- (b) Life Choices has disclosed to Aumento all Contracts and facts concerning the collection, use, retention, destruction and disclosure of Personal Information, and there are no other Contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any Personal Information by Life Choices.
- (c) There are no Claims pending or threatened, with respect to Life Choices' collection, use or disclosure of Personal Information.

Section 5.18 Restrictive Covenants

Life Choices is not a party to, or bound or affected by, any Contract containing any covenant expressly limiting its ability to compete in any line of business, or transfer or move any of its assets or operations, or which could reasonably be expected to have a Material Adverse Effect on its Business.

Section 5.19 No Broker

Other than with respect to the Private Placement, all negotiations relating to this Agreement and the transactions contemplated by this Agreement have been carried on between the Parties directly, without the intervention of any other Person on behalf of any Party in such manner as to give rise to any valid claim against any Party for a brokerage commission, finder's fee or other similar payment, except as disclosed herein.

Section 5.20 Power of Attorney

Life Choices has not granted a general or special power of attorney to any Person.

Section 5.21 Management Contracts

Other than contracts with F. Suleman, A. Skelton and L. Keegan, Life Choices is not a party to any written management contract or employment agreement, including without limitation, any contract which provides for a right of payment in the event of a change in control of Life Choices.

Section 5.22 Litigation

Other than litigation adverse to Belmont Meats in which Life Choices is the plaintiff, there are no actions, suits, grievances or proceedings, whether judicial, arbitral or administrative, and whether or not purportedly on behalf of Life Choices, pending, commenced, or, to the knowledge of Life Choices, pending, threatened or contemplated that would have a Material Adverse Effect on the Business and operations of Life Choices. There is no outstanding judgment, decree, order, ruling or injunction involving Life Choices or relating in any way to the Transaction.

Section 5.23 No Expropriation

To the knowledge of Life Choices, no property or asset of Life Choices has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced or is there any intent or proposal to give any such notice or commence any such proceeding.

Section 5.24 Finder's Fees

Except for fees payable in connection with the Transaction as described in the Filing Statement, no person or corporation is entitled to a finder's fee or other form of compensation from Life Choices with respect to the Transaction.

Section 5.25 Intellectual Property

- (a) The only Intellectual Property that is material to Life Choices or the conduct of the Business is as described in the Filing Statement.
- (b) Life Choices has not granted any third party any license, sublicense agreement or other permission with respect to any of Life Choices' Intellectual Property or the use of any of Life Choices' Intellectual Property except for non-exclusive licenses granted to customers of Life Choices in connection with the use of Life Choices' products in the ordinary course of business.
- (c) Life Choices has taken all actions considered by Life Choices to be commercially reasonable to maintain and protect all of the Intellectual Property owned by Life Choices. Life Choices does not use any item of Intellectual Property pursuant to a license or sublicense.
- (d) To the knowledge of Life Choices, no third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with any of Life Choices' Intellectual Property rights.
- (e) To the knowledge of Life Choices, the Business as presently conducted does not, and Life Choices has not, interfered with, infringed upon, misappropriated, misused, violated or otherwise come into conflict with any Intellectual Property right of any third party, and Life Choices has not received notice of, and there is no action, suit proceeding, hearing, investigation, charge, complaint, claim or demand that is pending or threatened that challenges or limits the legality, validity, enforceability use or ownership of Life Choices' Intellectual Property (including any claim that Life Choices must license or refrain from using any Intellectual Property rights of any third party) and Life Choices is not subject to any outstanding injunction, judgement, order decree, ruling or charge regarding same.

Section 5.26 Employees

There are no outstanding amounts payable to employees other than in the ordinary course of business or as disclosed in the Life Choices Financial Statements.

Section 5.27 Full Disclosure

None of the foregoing representations and warranties and statements of fact (or information pertaining to Life Choices included in the Filing Statement on completion) contain any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading.

ARTICLE 6 COVENANTS

Section 6.1 Mutual Covenants

The Parties agree from the date hereof until the earlier of the Closing Date or the date of termination of this Agreement, and except for the Private Placement, the Parties will not, without the prior approval of the other party, such approval not to be unreasonably withheld, conditioned or delayed:

- (a) issue any securities, options, debt or financial instruments of any kind;
- (b) carry on its business except in the ordinary course or as otherwise contemplated in this Agreement;
- (c) initiate, propose, assist or participate in any activities or solicitations in opposition to or in competition with the Transaction and, without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal, acquisition of any of the assets, or any other form of transaction inconsistent with the completion of the Transaction and not to take any actions of any kind which may reduce the likelihood of success of the Transaction, except as may be required by the fiduciary duties of the board of directors of any of the Parties or as may be otherwise required by Law;
- (d) take any action or knowingly fail to take any action that would cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect on the Closing Date or that would result in the failure 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;

and the Parties will:

- (e) use all commercially reasonable efforts to obtain the Regulatory Approvals necessary for the completion of the Transaction as expeditiously as possible; and
- (f) co-operate in the preparation of all materials for submission to any Governmental Authority (including, without limitation, the TSXV) and all public notices to third parties and all other announcements, press releases and publicity concerning this Agreement or the transactions contemplated by this Agreement, and no Party to this Agreement will act unilaterally in this regard without the prior consent of the other Parties unless, and only to the extent that, disclosure is required to meet the timely disclosure obligations of any Party under securities laws or stock exchange rules in circumstances where prior

consultation with the other Parties is not practicable, or the disclosure is to the Party's board of directors, senior management and its legal, accounting, financial or other professional advisers.

ARTICLE 7 CLOSING CONDITIONS

Section 7.1 Mutual Conditions

The respective obligations of Aumento, Life Choices and CPC Subco to complete the Transaction are subject to the fulfilment of the following conditions at or before the Closing Date:

- (a) there will not be in force any Law, ruling, order or decree, and there will not have been any action taken under any Law or by any Governmental Entity or other regulatory authority, that makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the consummation of the Amalgamation in accordance with the terms hereof or results or could reasonably be expected to result in a judgment, order, decree or assessment of damages, directly or indirectly, relating to the Amalgamation which has, or could have, a Material Adverse Effect;
- (b) all consents and approvals and authorizations as are required to be obtained by the TSXV will be obtained;
- (c) all consents, waivers, permits, exemptions, orders and approvals of, and any registrations and filings with, any Governmental Entity, the failure of which to obtain or the non-expiry of which would or could have a Material Adverse Effect or materially impede the completion of the Transaction, will have been obtained or received on terms that are reasonably satisfactory to each Party hereto; and
- (d) this Agreement will not have been terminated pursuant to the terms herein.

The foregoing conditions are for the mutual benefit of the Parties hereto and may be waived in respect of a Party hereto, in whole or in part, by such Party hereto in writing at any time. If any of such conditions will not be complied with or waived as aforesaid on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to the provisions herein, any Party hereto may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such rescinding Party hereto.

Section 7.2 Aumento Conditions

The obligation of Aumento to complete the Transaction contemplated herein is subject to the fulfilment of the following additional conditions at or before the Closing Date or such other time as is specified below:

- (a) the directors and shareholders of Life Choices will have adopted and passed all necessary resolutions and all other necessary corporate action will have been taken by Life Choices to permit the consummation of the Agreement and the Transaction;
- (b) Life Choices will have executed and delivered, or cause to be executed and delivered, at the closing of the Transaction, such customary agreements, legal opinions, certificates, resolutions and other closing documents as may be required by the other Parties hereto, all in form satisfactory to the other Parties, acting reasonably, including a bring down

certificate duly executed on behalf of Life Choices as to the accuracy of the representations and warranties in Article 5 and the completion of the covenants in Article 6; and

- (c) Life Choices shall have completed the Private Placement.

The foregoing conditions are for the benefit of Aumento and may be waived, in whole or in part, by Aumento in writing at any time. If any of such conditions will not be complied with or waived by Aumento on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Article 9 hereof, Aumento may terminate this Agreement by written notice to Life Choices in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Aumento.

Section 7.3 Life Choices Conditions

The obligation of Life Choices to complete the Transaction contemplated herein is subject to the fulfilment of the following additional conditions at or before the Closing Date or such other time as is specified below:

- (a) Aumento will, prior to Closing Time, make all applicable filings with TSXV and any Governmental Entities;
- (b) the directors of Aumento and CPC Subco and the shareholders of Aumento will have adopted all necessary resolutions and all other necessary corporate action will have been taken by Aumento and CPC Subco to permit the consummation of the Transaction;
- (c) Aumento will have completed the Share Consolidation including issuance of replacement Private Placement Agent's Warrants;
- (d) receipt of duly executed resignations and mutual releases of each director and officer of Aumento who is no longer serving as a director or officer of Resulting Issuer; and
- (e) Aumento will have executed and delivered, at the Closing of the Transaction, such customary agreements, legal opinions, certificates, resolutions and other closing documents as may be required by the other Parties hereto, all in form satisfactory to the other Parties hereto, acting reasonably, including a bring down certificate duly executed on behalf of Aumento as to the accuracy of the representations and warranties in Article 5 and the completion of the covenants in Article 6.

The foregoing conditions are for the benefit of Life Choices and may be waived, in whole or in part, by Life Choices in writing at any time. If any of such conditions will not be complied with or waived by Life Choices on or before the Closing Date or, if earlier, the date required for the performance thereof, Life Choices may terminate this Agreement by written notice to Aumento and CPC Subco in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Life Choices.

Section 7.4 Consents-Merger

The obligations of Aumento, CPC Subco and Life Choices to obtain the consents referred to in this Article 7 will not survive the completion of the Transaction, and will merge without recourse between the Parties upon such completion.

ARTICLE 8 GUARANTEE

Aumento hereby absolutely, irrevocably and unconditionally guarantees to Life Choices: (a) the agreements, covenants and obligations of CPC Subco under this Agreement and (b) the full and complete performance by CPC Subco of its agreements, covenants and obligations under this Agreement and any other documents and agreements to be delivered under this Agreement. Aumento's liability hereunder is absolute, unconditional, irrevocable and continuing irrespective of any modification, amendment or waiver of, or any consent to departure from this Agreement or any other documents and agreements to be delivered under this Agreement or that may be agreed to by CPC Subco. This guarantee is an unconditional and continuing guarantee of performance, subject as hereinbefore set forth and not merely of collection, and Aumento acknowledges and agrees that this guarantee is full and unconditional, and no release or extinguishment of CPC Subco's obligations or liabilities (other than in accordance with the terms of this Agreement), whether by decree in any bankruptcy proceeding or otherwise, shall affect the continuing validity and enforceability of this guarantee. Aumento hereby waives, for the benefit of Life Choices: (a) any right to require Life Choices, as a condition of payment or performance by Aumento, to proceed against CPC Subco or pursue any other remedies whatsoever; and (b) to the fullest extent permitted by Law, any defenses or benefits that may be derived from or afforded by Law that limit the liability of or exonerate guarantors or sureties. Aumento understands that Life Choices is relying on this guarantee in entering into this Agreement.

ARTICLE 9 TERMINATION & SURVIVAL

Section 9.1 Termination

This Agreement shall terminate with the parties having no obligations to each other, other than the obligations set out in this section, in which any of the following events occurs:

- (a) upon the date on which Aumento, CPC Subco and Life Choices mutually agree to terminate this Agreement;
- (b) by delivery of written notice in accordance with the terms set out in Article 7; or
- (c) upon the Transaction not being completed by May 31, 2015.

Section 9.2 Survival

Upon a Closing Date being achieved, the covenants, representations and warranties of each of Aumento, Life Choices, and CPC Subco as set out herein shall survive the Closing Date for a period of 18 months.

ARTICLE 10 CLOSING

Section 10.1 Date and Place of Closing

The Closing will take place on the Closing Date in the offices of Aird & Berlis LLP, counsel to Life CHOices, or at any other place as the Parties may agree.

**ARTICLE 11
GENERAL**

Section 11.1 Costs and Expenses

Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred in connection with this Agreement and the completion of the transactions contemplated by this Agreement are to be paid by the Party incurring those costs and expenses. If this Agreement is terminated, the obligation of each Party to pay its own costs and expenses is subject to each Party's respective rights arising from a breach or termination.

Section 11.2 Time of Essence

Time is of the essence in all respects of this Agreement.

Section 11.3 Notices

Any Notice must be in writing and either:

- (a) personally delivered;
- (b) sent by prepaid, registered mail; or
- (c) sent by facsimile, e-mail or functionally equivalent electronic means of communication, charges (if any) prepaid.

Any Notice must be sent to the intended recipient at its address as follows:

to Aumento and CPC Subco at:
320 Bay Street, Suite 1600
Toronto, Ontario
M5G 4A6

Attention: Paul Pathak
Facsimile No.: (416) 368-0300

to Life Choices at:
178 St. George St.
Toronto, Ontario
M5R 2M7

Attention: Matthew von Teichman

with a copy to:

Rebecca Kacaba
Aird & Berlis LLP
Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9

Facsimile No.: (416) 863-1515

or at any other address as any Party may from time to time advise the other by Notice given in accordance with this Section 10.3. Any Notice delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that Party's address, provided that if that day is not a Business Day then the Notice will be deemed to have been given and received on the next Business Day. Any Notice transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Notice is transmitted on a day which is not a Business Day or after 4:00 p.m. (local time of the recipient), the Notice will be deemed to have been received on the next Business Day). Any Notice given by registered mail will be deemed to have been received on the fifth Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Notice must be effected by personal delivery, or by facsimile, e-mail or functionally equivalent electronic means.

Section 11.4 Further Assurances

Each Party will, at the requesting Party's cost, execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by all Governmental Entities or stock exchanges having jurisdiction over Aumento's affairs or as may be required from time to time under applicable securities legislation.

Section 11.5 Independent Legal Advice

Each of the Parties hereby acknowledges that it has carefully read and considered and fully understands the provisions of this Agreement and, having done so, agrees that the provisions set forth in this Agreement are fair and reasonable. Each party further acknowledges that it has had an opportunity to obtain independent advice in respect of the contents of this Agreement and it has either obtained such independent advice or waives all further rights in this respect.

Section 11.6 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

Section 11.7 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior consent of the other Parties. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

Section 11.8 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

Section 11.9 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original, and those counterparts will together constitute one and the same instrument.

Section 11.10 Facsimile Signatures

Delivery of this Agreement by facsimile, e-mail or functionally equivalent electronic transmission constitutes valid and effective delivery.

[signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first written above.

AUMENTO CAPITAL IV CORPORATION

Per: "David Danziger"
Name: David Danziger
Title: Chief Executive Officer

2460889 ONTARIO INC.

Per: "David Danziger"
Name: David Danziger
Title: President

LIFE CHOICES NATURAL FOOD CORP.

Per: “Matthew von Teichman”
Name: Matthew von Teichman
Title: Chief Executive Officer

SCHEDULE "A"

FORM OF AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the ____ day of _____, 2015,

AMONG:

AUMENTO CAPITAL IV CORPORATION, a corporation existing under the *Business Corporations Act* (Ontario)

("Aumento")

AND:

LIFE CHOICES NATURAL FOOD CORP., a corporation existing under the *Business Corporations Act* (Ontario)

("Life Choices")

AND:

2460889 ONTARIO INC., a corporation existing under the *Business Corporations Act* (Ontario)

("CPC Subco")

WHEREAS CPC Subco is a wholly-owned subsidiary of Aumento;

AND WHEREAS Life Choices and CPC Subco wish to amalgamate pursuant to Section 174 of the OBCA upon the terms and conditions hereinafter described and for such purpose Aumento has agreed to issue Aumento Common Shares as hereinafter provided.

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

Section 1.1 In this Agreement:

- (a) "Agreement" means this Amalgamation Agreement;
- (b) "Amalco" means the corporation resulting from the Amalgamation becoming effective;
- (c) "Amalco Common Shares" means the common shares in the capital of Amalco;
- (d) "Amalgamating Corporations" means Life Choices and CPC Subco;

- (e) “**Amalgamation**” means the amalgamation of the Amalgamating Corporations as contemplated in this Agreement;
- (f) “**Articles of Amalgamation**” means the articles of amalgamation entered into as a result of this Agreement;
- (g) “**Aumento Shares**” means the common shares in the capital of Aumento as the same are constituted on the Effective Date immediately prior to the Amalgamation;
- (h) “**Certificate of Amalgamation**” means the Certificate of Amalgamation to be issued pursuant to the OBCA giving effect to the Articles of Amalgamation;
- (i) “**CPC Subco Shares**” means the common shares in the capital of CPC Subco;
- (j) “**Definitive Agreement**” means the agreement entered into between Life Choices, Aumento and CPC Subco of even date herewith and which further governs the details of the Amalgamation;
- (k) “**Effective Date**” means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;
- (l) “**Life Choices Common Shares**” means the common shares in the capital of Life Choices as the same are constituted on the date hereof;
- (m) “**OBCA**” means the *Business Corporations Act* (Ontario); and
- (n) “**Private Placement Agent’s Warrants**” means the warrants exercisable for Life Choices Common Shares to be issued to Canaccord Genuity Corp. in conjunction with the Private Placement as described in the Definitive Agreement.

Capitalized terms used, but not otherwise defined herein shall have the meanings ascribed to them in the Definitive Agreement.

Section 1.2 Amalgamation

Subject to Section 1.5 hereof, the Amalgamating Corporations hereby agree to amalgamate pursuant to the provisions of the OBCA and to continue as one corporation on the terms and conditions in this Agreement.

Section 1.3 On the Effective Date:

- (a) The Amalgamating Corporations are amalgamated and continue as Amalco under the terms and conditions prescribed in this Agreement;
- (b) All liabilities and amounts receivable owed by each Amalgamating Corporation to each other, and any related security, will be cancelled;
- (c) Subject to Subsection 1.3(b), Amalco will possess all the property, rights, assets, privileges and franchises and will be subject to all of the contracts, liabilities, debts and obligations of each of the Amalgamating Corporations;
- (d) Subject to Subsection 1.3(b), all rights of creditors against the properties, rights, assets, privileges and franchises of each Amalgamating Corporation and all liens upon their

respective properties, rights, assets, privileges and franchises, will be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of each Amalgamating Corporation will, from and after the date upon which the Amalgamation becomes effective, attach to Amalco and maybe enforced against it; and

- (e) No action or proceeding by or against any of the Amalgamating Corporations will abate or be affected by the Amalgamation, and any conviction against, or ruling under, a judgment in favour of or against, an Amalgamating Corporation may be enforced by or against Amalco.

Section 1.4 Amalgamated Corporations

- (a) The name of Amalco will be “Life Choices Natural Foods Corp.”;
- (b) There will be no restrictions on the business that Amalco may carry on or on the powers it may exercise;
- (c) The head office of Amalco will be located at 178 St. George St., Toronto, Ontario, M5R 2M7;
- (d) Amalco will retain the business number and bylaws of Life Choices;
- (e) The capital of Amalco will be an unlimited number of common shares;
- (f) No securities of Amalco, other than non-convertible debt securities, will be transferred without either:
 - (i) the consent of the directors of Amalco expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by a majority of the directors; or
 - (ii) the consent of the holders of a majority of the voting shares of Amalco for the time being outstanding expressed by a resolution passed by the shareholders or by an instrument or instruments in writing signed by the holders of a majority of those voting shares of Amalco;
- (g) The board of directors of Amalco will, until otherwise changed in accordance with the OBCA, consist of not less than one and not more than 10 directors;
- (h) The directors of Amalco will be the persons whose names and addresses are set forth below:

<u>Full Name</u>	<u>Residential Address</u>	<u>Resident Canadian</u>
Matthew Andrew Von Teichman-Logischen	37 Douglas Cr., Toronto ON, M4W 2E6	Yes
James Masson Brown	10 Beach Street, Cohasset MA 02025	No
James Haggarty	35 Colin Avenue, Toronto, ON, M5P 2B8	Yes

Robert Blair Tamblyn	40 Sherbourne Street N., Toronto ON, M4W 2T4	Yes
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Such directors will hold office until the first annual meeting of Amalco or until their successors are duly elected or appointed; and

- (i) The by-laws of Amalco until repealed, amended or altered will be the by-laws of Life Choices.

Section 1.5 Issuance of Aumento Shares Upon Amalgamation

On the Effective Date:

- (a) each shareholder of Life Choices will receive, instead of Amalco Common Shares, one fully paid and non-assessable Aumento Common Share in exchange for every one issued and outstanding Life Choices Common Share held by such shareholder and the Life Choices Common Shares thus exchanged will be cancelled without reimbursement of the capital represented by such shares;
- (b) each holder of Private Placement Agent's Warrants will receive one warrant exercisable for one Aumento Common Share for each Life Choices Common Share purchasable under the Private Placement Agent's Warrants, such new warrants which shall have all other terms and conditions the same as those of the Private Placement Agent's Warrants;
- (c) Aumento will receive one fully paid and non-assessable Amalco Common Share in exchange for each issued and outstanding CPC Subco Share held by Aumento and the CPC Subco Shares thus exchanged will be cancelled without reimbursement of the capital represented by such shares; and
- (d) No certificates representing fractional shares of Amalco or Aumento will be issued pursuant to the Amalgamation, but rather each fractional interest in a Aumento Share or in an Amalco Common Share will be rounded to the nearest whole number (with 0.5 or greater being rounded upward, and 0.4 or less being rounded downward) of Aumento Shares or Amalco Common Shares, as the case may be.

Section 1.6 Modification or Termination of Amalgamation

The Amalgamating Corporations may, by resolution of their respective boards of directors, assent to any modification of this Agreement that the Director under the OBCA may require and this Agreement will be deemed to include such modification.

This Agreement may, prior to the issuance of a Certificate of Amalgamation, be terminated by either of the Amalgamating Corporations by resolution of their respective board of directors, notwithstanding the approval of the shareholders of the Amalgamating Corporations on the terms and conditions hereof.

Section 1.7 Articles of Amalgamation

Upon each of the Amalgamating Corporations approving this Agreement in accordance with the OBCA, the Amalgamating Corporations will execute and deliver to the Director under the OBCA, the Articles of Amalgamation, in duplicate, and apply for a Certificate of Amalgamation for the purpose of bringing this Amalgamation into effect.

Section 1.8 Covenants of Life Choices

Life Choices covenants and agrees with Aumento and CPC Subco that it will:

- (i) use its commercially reasonable efforts to cause each of the conditions precedent set forth in Section 1.15 to be complied with; and
- (ii) subject to the approval of Aumento as the sole shareholder of CPC Subco being obtained for the completion of the Amalgamation, thereafter jointly with Aumento and CPC Subco file with the Director under the OBCA the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

Section 1.9 Covenants of Aumento

Aumento covenants and agrees with Life Choices and CPC Subco that it will:

- (a) sign a resolution as sole shareholder of CPC Subco in favour of the approval of the Amalgamation, this Agreement, and the transactions contemplated hereby in accordance with the OBCA;
- (b) jointly with CPC Subco file with the Director under the OBCA the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement; and
- (c) issue that number of Aumento Common Shares as required by Section 1.5 hereof.

Section 1.10 Covenants of CPC Subco

CPC Subco covenants and agrees with Life Choices and Aumento that it will not, from the date of execution hereof to the Effective Date, except with the prior written consent of Aumento and Life Choices, conduct any business which would prevent Life Choices or Aumento from performing any of their respective obligations hereunder.

Section 1.11 Further Covenants of CPC Subco

CPC Subco further covenants and agrees with Life Choices and Aumento that it will:

- (a) use its commercially reasonable efforts to cause each of the conditions precedent set forth in Section 1.15 hereof to be complied with; and
- (b) jointly with Aumento and Life Choices file with the Director under the OBCA the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

Section 1.12 Representation and Warranty of Aumento

Aumento represents and warrants to and in favour of Life Choices (and acknowledges that Life Choices is relying upon such representation and warranty) that Aumento is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Aumento in accordance with its terms.

Section 1.13 Representation and Warranty of Life Choices

Life Choices represents and warrants to and in favour of Aumento and CPC Subco (and acknowledges that Aumento and CPC Subco are relying upon such representation and warranty) that Life Choices is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Life Choices in accordance with its terms.

Section 1.14 Representation and Warranty of CPC Subco

CPC Subco represents and warrants to and in favour of Life Choices and Aumento (and acknowledges that Life Choices and Aumento are relying upon such representation and warranty) that CPC Subco is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against CPC Subco in accordance with its terms.

Section 1.15 Conditions Precedent

The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived (subject to applicable law) by the consent of each of the parties without prejudice to their rights to rely on any other or others of such conditions:

- (c) this Agreement and the transactions contemplated hereby, including, in particular, the Amalgamation, shall be approved by the sole shareholder of CPC Subco;
- (d) this Agreement and the transactions contemplated hereby, including, in particular, the Amalgamation, shall be approved by the shareholders of Life Choices; and
- (e) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement including, without limitation, the Amalgamation.

Section 1.16 Governing Law

This Agreement is governed by, and is to be construed and interpreted exclusively in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of Ontario to resolve any disputes arising hereunder.

Section 1.17 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

Section 1.18 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original, and those counterparts will together constitute one and the same instrument.

Section 1.19 Delivery

Delivery of this Agreement by facsimile transmission or functionally equivalent electronic means constitutes valid and effective delivery.

Section 1.20 Entire Agreement

This Agreement, together with the Definitive Agreement constitutes the entire agreement among the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, including the Letter of Intent (as defined in the Definitive Agreement), and there are no representations, warranties or other agreements among the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or the other agreements and documents delivered pursuant to this Agreement. In the case of any inconsistency between this Agreement and any other document, the Definitive Agreement shall govern.

Section 1.21 Further Assurances

Each party will execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies or stock exchanges having jurisdiction over the affairs of a party or as may be required from time to time under applicable securities legislation.

[signature page follows]

IN WITNESS WHEREOF this Amalgamation Agreement has been executed by the parties hereto as of the date first written above.

AUMENTO CAPITAL IV CORPORATION

Per: _____
Name: David Danziger
Title: Chief Executive Officer

2460889 ONTARIO INC.

Per: _____
Name: David Danziger
Title: President

LIFE CHOICES NATURAL FOOD CORP.

Per: _____
Name: Matthew von Teichman
Title: Chief Executive Officer