

OPTION AND FIRST RIGHT OF REFUSAL AGREEMENT

THIS AGREEMENT is made as of July 12, 2018, between Jonathan Hunt, an individual (“Shareholder”), and Lifestyle Delivery Systems Inc., a British Columbia corporation (“Holder”).

WHEREAS, Shareholder holds 250,000 shares of common stock of LDS Scientific Inc., a Nevada corporation (“Corporation”), representing 25% of the outstanding common stock and Holder holds 750,000 shares of Corporations’ common stock, representing 75% of the outstanding common stock of the Corporation; and

WHEREAS, Holder has financed substantially all of the working capital of Corporation; and

WHEREAS, to provide further inducement for Holder to provide working capital for Corporation, Shareholder believes that it is in the best interests of Shareholder to grant this Option to Holder.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Option and First Right of Refusal. Shareholder hereby grants to Holder the right, privilege and option (the “Option”) to purchase the Two Hundred Fifty Thousand (250,000) shares of the outstanding common stock of Corporation held by Shareholder (“Target Shares”) as set forth below (“Exercise Price”), in the manner and subject to the conditions hereinafter provided.

1.1 Exercise On or Before July 31, 2019. If, and only if, Holder gives Shareholder written notice of intention to exercise the Option on or before July 31, 2019 at 5:00 p.m. Pacific Daylight Time, then Holder and Shareholder shall enter into a Stock Purchase Agreement for the Target Shares for a total consideration of Two Million Five Hundred Thousand (2,500,000) common shares of Holder (“LDS Shares”) and Five Hundred Thousand Dollars (\$500,000.00). The transaction shall close within thirty (30) days after delivery of notice of exercise to Shareholder. At closing, Holder shall (a) deliver a check in immediately available funds for One Hundred Thousand Dollars (\$100,000.00) to Shareholder, (b) deliver a certificate for Five Hundred Thousand (500,000) LDS Shares to Shareholder and (c) deposit four (4) certificates, each representing Five Hundred Thousand (500,000) LDS Shares into escrow; and Shareholder shall deliver a certificate for the Target Shares, together with an Assignment Separate From Certificate transferring the Target Shares to Holder, into escrow. On each anniversary date of the closing in 2020, 2021, 2022 and 2023, the Escrow Agent, Buckner, Robinson & Mirkovich, shall release Five Hundred Thousand (500,000) LDS Shares to Shareholder and Holder shall pay to Shareholder the sum of One Hundred Thousand Dollars (\$100,000.00). Holder shall have the right to vote the Target Shares and the right to dividends during the escrow period; provided, however, if Holder breaches any of the payment provisions, Shareholder shall have the right to the return of the Target Shares on a pro rata basis.

1.2 Exercise On or Before July 31, 2020. If, and only if, Holder gives Shareholder written notice of intention to exercise the option after July 31, 2019 and on or before July 31, 2020 at 5:00 p.m. Pacific Daylight Time, then Holder and Shareholder shall enter into a Stock Purchase Agreement for the Target Shares for a total consideration of Two Million Five Hundred Thousand (2,500,000) LDS Shares and One Million Dollars (\$1,000,000.00). The transaction shall close ten (10) business days after delivery of notice of exercise to Shareholder. At closing, Holder shall (a) deliver a check in

immediately available funds for Two Hundred Thousand Dollars (\$200,000.00) to Shareholder, (b) deliver a certificate for Five Hundred Thousand (500,000) LDS Shares to Shareholder and (c) deposit four (4) certificates, each representing Five Hundred Thousand (500,000) LDS Shares into escrow; and Shareholder shall deliver a certificate for the Target Shares, together with an Assignment Separate From Certificate transferring the Target Shares to Holder, into escrow. On each anniversary date of the closing thereafter, the Escrow Agent shall release Five Hundred Thousand (500,000) LDS Shares to Shareholder and Holder shall pay to Shareholder the sum of Two Hundred Thousand Dollars (\$200,000.00). Holder shall have the right to vote the Target Shares and the right to dividends during the escrow; provided, however, if Holder breaches any of the payment provisions, Shareholder shall have the right to the return of the Target Shares on a pro rata basis.

1.3 Termination of Option. If Holder fails to exercise the Option on or before July 31, 2020, the Option to purchase the Target Shares shall terminate. Termination of the Option pursuant to this Section 1.3 shall not affect the Right of First Refusal.

1.4 Right of First Refusal. During the period commencing on August 1, 2020 and ending on July 31, 2023, Holder shall have the right, but not the obligation, to purchase the Target Shares at the price and on the terms offered to Shareholder by any bona fide purchaser (the "Right of First Refusal"). If Shareholder desires to transfer, assign, convey, or sell all or any part of his Target Shares, Shareholder shall first offer the Target Shares to the Holder in accordance with the following provisions:

1.4.1 Shareholder shall deliver a written notice ("Transfer Notice") to the Holder stating (i) Shareholder's intention to transfer, assign, convey, or sell the Target Shares, (ii) the number of Target Shares to be transferred ("Offered Target Shares"), and (iii) the purchase price and terms of payment for which the Shareholder proposes to transfer the Offered Target Shares.

1.4.2 Within ten (10) days after the Holder's receipt of the Transfer Notice, the Holder shall transmit written notice to the Shareholder that the Holder desires to purchase all or less than all of the Offered Target Shares. If the Holder desires to purchase all of the Offered Target Shares, the Holder shall purchase and the Shareholder shall sell the Offered Target Shares within ninety (90) days after the Holder's receipt of the Transfer Notice upon the price and terms of payment designated in the Transfer Notice. If the Transfer Notice provides for the payment of non-cash consideration, the Holder may elect to pay the consideration in cash equal to the good faith estimate of the present fair market value of the non-cash consideration offered, as determined by the Holder's independent accountant.

1.4.3 If the Holder elects not to purchase all of the Offered Target Shares, then the Shareholder may transfer the remaining portion of the Offered Target Shares described in the Transfer Notice and not purchased by Holder, provided such transfer (i) is completed within ninety (90) days after the expiration of the Holder's right to purchase, (ii) is made on the same price and terms as designated in the Transfer Notice, and (iii) all applicable security and tax requirements of the Corporation are met. If such remaining Offered Target Shares are not so transferred, the Shareholder must give a new Transfer Notice prior to any other or subsequent transfer of such remaining Offered Target Shares.

2. Exercise Date. The Option may be exercised at any time after July 9, 2018 and prior to July 31, 2020. Holder may, in Holder's sole discretion, exercise the Option, in whole or in part at any time prior to July 31, 2020. The exercise price payable by Holder for any partial exercise of the Option shall

be pro rata to the number of Target Shares to be purchased by Holder upon such partial exercise, with Holder issuing and depositing into escrow a proportionate number of LDS Shares pro rata to the total number of Target Shares to be purchased. Further, Shareholder may, acting in Shareholder's sole discretion, authorize and grant an extension to the exercise period. An acceptance by Shareholder of an Exercise Price payment as to any portion of the Target Shares shall be deemed to grant an extension to the exercise period for five (5) years from the date of such payment.

3. Method of Exercise. This option shall be exercised by Holder's delivery of written notice to Shareholder of Holder's intent to exercise such option. The notice of exercise shall clearly state the number of Target Shares as to which notice is given. Within thirty (30) days after delivery of the notice, Holder and Shareholder shall make the deliveries described in Section 1, above.

4. Transferability. The option described hereunder shall not be transferable.

5. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6. Securities Provisions. Shareholder makes those representations and warranties to, and covenants and agrees with, Holder as set forth in Schedule A hereto, which representations, warranties, covenants and agreements form part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Option Agreement to be executed on the date and year first above written.

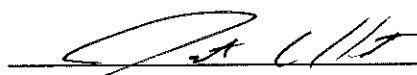
HOLDER

SHAREHOLDER

Lifestyle Delivery Systems Inc.,
a British Columbia corporation

By: 

Brad Eckenweiler, CEO



Jonathan Hunt

SCHEDULE A

SECURITIES REPRESENTATIONS, WARRANTIES AND COVENANTS OF SHAREHOLDER

Jonathan Hunt ("Shareholder") represents, warrants and acknowledges to, and covenants and agrees with, Lifestyle Delivery Systems Inc. ("Holder") as follows, and acknowledges that Holder is relying upon such representations, warranties, acknowledgements, covenants and agreements in connection with the issuance of common shares of the Holder (the "LDS Shares") to Shareholder pursuant to the provisions of the Option and Right of First Refusal Agreement dated June 9, 2018, to which this Schedule A is attached and forms a part (the "Agreement"):

1.1 Shareholder is a resident of that jurisdiction set forth in the address for Shareholder appearing on the face page of the Agreement and intends that the securities laws of that jurisdiction govern Shareholder's subscription for the LDS Shares as set forth in the Agreement. Such address was not created and is not used solely for the purpose of acquiring the LDS Shares.

1.2 Shareholder is purchasing the LDS Shares for investment only and not with a view to the resale or distribution of all or any of the LDS Shares.

1.3 Shareholder satisfies one or more of the following categories of "accredited investor" as defined in Canadian National Instrument 45-106 *Prospectus Exemptions* ("NI 45-106"):

- (a) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds CDN\$1,000,000;
- (b) an individual whose net income before taxes exceeded CDN\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year; or
- (c) an individual who, either alone or with a spouse, has net assets of at least CDN\$5,000,000.

1.4 Shareholder is acquiring LDS Shares as principal, and not for the account or benefit of any other person.

1.5 Shareholder has completed, signed and delivered to Holder the Risk Acknowledgement Form attached as Exhibit I to this Schedule "C".

1.6 Shareholder satisfies one or more of the following categories of "accredited investor" as defined in Rule 501 of Regulation D of the United States Securities Act of 1933, as amended (the "US Securities Act") and is acquiring the LDS Shares for investment purposes for Shareholder's own account, not as nominee or agent, and not with a view to the resale or distribution of any part thereof, with no present intention of selling, granting any participation in, or otherwise distributing the same:

- (a) an individual whose net worth, or joint net worth with his spouse, exceeds US\$1,000,000 (excluding the net value of any primary residence unless the amount due under mortgage(s) thereon exceeds the market value thereof or has increased in the last 60 days (other than due to the purchase of such primary residence), in which case such shortfall or increase shall be deducted from the individual's net worth; or
- (b) an individual who had income in excess of \$200,000 in each of the two most recent years or whose joint income with his spouse was in excess of \$300,000 in each of those years and the individual has a reasonable expectation of reaching the same income level in the current year.

1.7 Shareholder acknowledges that an investment in Holder is highly speculative, and involves a high degree of risk as Holder is in the early stages of developing its business, and may require substantial funds to pursue its business development efforts. Any future financings undertaken by Holder to raise such additional funds may have a dilutive effect on current shareholders or securityholders of Holder, including Shareholder.

1.8 Shareholder is an investor in securities of a business in the development stage and acknowledges that Shareholder can bear the economic risk of Shareholder's investment, and has such knowledge and experience in financial or business matters such that Shareholder is capable of evaluating the merits and risks of an investment in the LDS Shares as contemplated in the Agreement.

1.9 Shareholder has had full opportunity to review to review the material change reports, news releases, financial statements, management discussion and analysis, and other documents which have been filed by or on behalf of Holder since January 1, 2015 to the date hereof with the relevant securities commissions or similar regulatory authorities pursuant to the requirements of applicable Canadian securities laws in the provinces of British Columbia, Alberta and Ontario, including all documents filed on SEDAR at www.sedar.com during such period (the "Public Disclosure Record"). Shareholder believes that Shareholder has received all the information Shareholder considers necessary or appropriate for deciding whether to purchase the LDS Shares. Shareholder further represents that Shareholder has had an opportunity to ask questions and receive answers from Holder regarding the terms and conditions of the Offering and the business, properties, prospects and financial condition of Holder.

1.10 Shareholder has no present need for liquidity in Shareholder investment in Holder, and is in a financial position to bear the economic risk of the LDS Shares for an indefinite period of time and to withstand a complete loss of Shareholder's investment in the LDS Shares.

1.11 Shareholder has no knowledge of a "material fact" or a "material change" (as those terms are defined in applicable Canadian securities laws) in the affairs of Holder that has not been generally disclosed to the public.

1.12 Shareholder acknowledges that because this subscription is being made pursuant to exemptions from the registration and prospectus requirements of applicable Canadian securities laws:

- (a) Shareholder is restricted from using certain civil remedies available under the applicable Canadian securities laws;
- (b) the common law may not provide Shareholder with an adequate remedy in the event that it suffers investment losses in connection with the subscription of LDS Shares;
- (c) Shareholder will not receive a prospectus that might otherwise be required to be provided to Shareholder under the applicable Canadian securities laws if the exemptions were not being used;
- (d) Shareholder may not receive information that might otherwise be required to be provided to Shareholder under the applicable Canadian securities laws if the exemptions were not being used;
- (e) the offering of the LDS Shares need not be carried out through an investment advisor;
- (f) Holder is relieved from certain obligations that would otherwise apply under the applicable Canadian securities laws if the exemptions were not being used; and
- (g) the issuance and sale of the LDS Shares to Shareholder is subject to the sale being exempt from the registration and prospectus requirements of NI 45-106 and other applicable securities legislation.

1.13 Shareholder acknowledges that no securities commission or other governmental or state agency has evaluated, made recommendations on or endorsed the merits of the LDS Shares or the suitability of an investment in the LDS Shares. Shareholder further acknowledges that Shareholder is investing in Holder entirely at Shareholder own risk and Shareholder may lose all of Shareholder's investment.

1.14 Shareholder acknowledges that there is no government or other insurance covering the LDS Shares.

1.15 Shareholder acknowledges that Holder has advised him that Holder is relying on an exemption from the requirements to provide him, her or it with a prospectus and to sell the securities through a person registered to sell securities under the *Securities Act* (British Columbia) and other applicable Canadian securities laws and, as consequence of receiving the LDS Shares pursuant to such an exemption, certain protections, rights and remedies provided by the *Securities Act* (British Columbia) and other applicable Canadian securities laws, including statutory rights of rescission or damages, will not be available to Shareholder, and each Disclosed Principal.

1.16 The purchase by Shareholder of the LDS Shares contemplated by this Agreement is not part of a scheme to avoid the registration requirements of the 1933 Act.

1.17 Neither Holder nor any of its directors, officers, employees, agents, representatives or affiliates has made any written or oral representations: (a) that any person will resell or repurchase the LDS Shares; or (b) as to the future price or value of the LDS Shares.

1.18 Shareholder acknowledges that the LDS Shares are being issued pursuant to exemptions from the registration and prospectus requirements of the applicable Canadian securities laws and that, as a result, the LDS Shares will be subject to restrictions on resale imposed by applicable Canadian securities laws until:

- (a) all applicable resale restrictions have been satisfied and the applicable hold period has expired in accordance with Canadian National Instrument 45-102 *Resale of Securities* ("NI 45-102");
- (b) a further exemption under NI 45-106 or the applicable securities laws is available to Shareholder;
- (c) an appropriate discretionary order under applicable securities laws is obtained; or
- (d) Shareholder, if a control person of Holder, has satisfied all conditions relating to sales by control persons set out in NI 45-102 or the applicable securities laws.

1.19 Shareholder understands and acknowledges that the LDS Shares shall have attached to them, whether through the electronic deposit system of CDS, an ownership statement issued under a direct registration system or other electronic book-based system, or on certificates that may be issued, as applicable, any legends as may be prescribed by CDS in addition to a legend setting out resale restrictions under applicable Canadian securities laws substantially in the following form (and with the necessary information inserted):

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [insert the date that is four months and a day after the distribution date of the LDS Shares]."

1.20 Shareholder understands and acknowledges that the offer and sale of the LDS Shares being made pursuant to the Agreement have not been registered under the US Securities Act, and that the LDS Shares will be "restricted securities" within the meaning of the Rule 144 under US Securities Act.

1.21 Shareholder agrees not to reoffer, resell, transfer or otherwise dispose of the LDS Shares unless such reoffer, resale, transfer or disposition is made pursuant to an effective registration statement under the US Securities Act and any applicable state securities laws or pursuant to an available exemption from the registration statement requirements of the US Securities Act and any applicable state securities laws. Shareholder further agrees that Holder may refuse to register any resale or transfer of the LDS Shares not made pursuant to an effective registration statement under the US Securities Act and any applicable state securities laws or pursuant to an available exemption from the registration requirements of the US Securities Act and any applicable state securities laws.

1.22 Shareholder acknowledges and agrees that all certificates representing the LDS Shares will be endorsed with a restrictive legend substantially similar to the following in accordance with Regulation D or such similar legends as deemed advisable by the lawyers for Holder to ensure compliance with the 1933 Act and any other applicable laws or regulations:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, (C) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (D) (1) IN ACCORDANCE WITH RULE 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (2) IN ACCORDANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (E) PURSUANT TO ANY OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT, PROVIDED THAT PRIOR TO ANY TRANSFER PURSUANT TO CLAUSES (D) OR (E) ABOVE, AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY ACCEPTABLE TO THE CORPORATION SHALL FIRST BE PROVIDED TO THE EFFECT THAT SUCH TRANSFER DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY STATE SECURITIES LAW.

DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

1.23 Shareholder acknowledges that Holder shall have no obligation to register any purported sale, transfer or disposition of the LDS Shares which violates applicable Canadian or United States securities laws or other applicable securities laws.

1.24 Shareholder shall not sell the LDS Shares until all applicable hold periods have expired unless the sale is made pursuant to an exemption from the prospectus, registration or similar requirements of applicable securities laws and Shareholder acknowledges that it is solely responsible (and Holder is not in any way responsible) for compliance with such matters.

1.25 If required by applicable securities laws or Holder, Shareholder will execute, deliver and file or assist Holder in filing such reports, undertakings and other documents with respect to the issue of the LDS Shares as may be required by any securities commission, stock exchange or other regulatory authority.

Shareholder acknowledges and agrees that the representations, warranties, acknowledgements, covenants and agreements set forth in this Schedule C are made with the intention that they may be relied upon by Holder and its respective legal counsel, including in determining Shareholder's eligibility to purchase the LDS Shares. Shareholder undertakes to immediately notify Holder of any change in any statement or other information relating to Shareholder set forth herein (including the applicable schedules hereto) which takes place prior to the time all of the LDS Shares are issued to Shareholder as set forth in the Agreement.

EXHIBIT I

RISK ACKNOWLEDGEMENT FORM

Form 45-106F9

Form for Individual Accredited Investors

WARNING!

This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

1. About your investment

Type of securities: **Common Shares**

Issuer: **LIFESTYLE DELIVERY SYSTEMS INC.**

Purchased from: **LIFESTYLE DELIVERY SYSTEMS INC.**

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:

Your initials

Risk of loss – You could lose your entire investment of \$ _____. [Instruction: Insert the total dollar amount of the investment.]

Liquidity risk – You may not be able to sell your investment quickly – or at all.




Lack of information – You may receive little or no information about your investment.

Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca.

3. Accredited investor status

You must meet at least **one** of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.

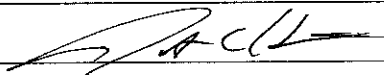
Your initials

- Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 
- Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 
- Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. 
- Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)

4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print): JONATHAN C. HUNT

Signature: 

Date: 7.12.18

SECTION 5 TO BE COMPLETED BY THE SALESPERSON

5. Salesperson information

[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print):


Telephone:

Email:

Name of firm (if registered):

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

6. For more information about this investment

For investment in a non-investment fund 

LIFESTYLE DELIVERY SYSTEMS INC.
1130 Pender Street, West, Suite 820
Vancouver, BC V6E 4A4
Attention: Yana Silina
Tel: (866) 347-5058
Email: Yana@LifestyleDeliverySystem.com
Website: www.lifestyledeliverysystems.com

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

Form instructions:

- 1. This form does not mandate the use of a specific font size or style but the font must be legible.*
- 2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.*
- 3. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.*