

THIRD AMENDMENT TO OPTION AND FIRST RIGHT OF REFUSAL AGREEMENT

THIS THIRD AMENDMENT is made as of January 29, 2018, between Matt Ferguson, an individual (“Shareholder”), and Lifestyle Delivery Systems Inc., a British Columbia corporation (“Holder”).

WHEREAS, Shareholder holds 250,000 shares of common stock of LDS Agrotech 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, Shareholder and Holder entered into an Option and First Right of Refusal Agreement on May 1, 2017 requiring Holder to give notice of exercise of Holder’s Option not later than July 31, 2017 and July 31, 2018, respectively; and

WHEREAS, Shareholder and Holder entered into an Amendment to Option and First Right of Refusal Agreement on July 31, 2017 to extend the date on which Holder is required to give notice of exercise; and

WHEREAS, Shareholder and Holder entered into an Amendment to Option and First Right of Refusal Agreement on August 31, 2017 to extend the date on which Holder is required to give notice of exercise; and

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

WHEREAS, there have been delays in implementing Corporation’s business plan which are outside of the control of Corporation and have required the investment of additional working capital by Holder; 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 amend the Option and First Right of Refusal Agreement with Holder, as previously amended.

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. Amendment of Section 1. Section 1 of the Option and First Right of Refusal Agreement is hereby amended by deleting sub-Sections 1.1, 1.2, 1.3 and 1.4 in their entirety and replacing them with the following:

“1.1 Exercise On or Before July 31, 2018. If, and only if, Holder gives Shareholder written notice of intention to exercise the Option on or before July 31, 2018 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 2019, 2020, 2021 and 2022, 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, 2019. If, and only if, Holder gives Shareholder written notice of intention to exercise the option after July 31, 2018 and 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) 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, 2019, 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, 2019 and ending on July 31, 2022, 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. Amendment of Section 2. Section 2 of the Option and First Right of Refusal Agreement is hereby amended by deleting Section 2 in its entirety and replacing it with the following:

"2. Exercise Date. The Option may be exercised at any time after May 1, 2017 and prior to August 1, 2019. Holder may, in Holder's sole discretion, exercise the Option, in whole or in part at any time prior to August 1, 2019. 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. Balance of Agreement Unaffected. The remaining provisions of the Option and First Right of Refusal Agreement entered into on May 1, 2017 between Shareholder and Holder, as amended, shall remain in full force and effect.

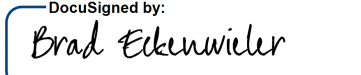
[SIGNATURES ON FOLLOWING PAGE]


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

HOLDER

SHAREHOLDER

Lifestyle Delivery Systems Inc.,
a British Columbia corporation

By: 
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Brad Eckenweiler, CEO


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Matt Ferguson