

AMENDMENT AGREEMENT

THIS AGREEMENT dated for reference the 20th day of February, 2018.

AMONG:

Lifestyle Delivery Systems Inc., a company incorporated pursuant to the laws of the Province of British Columbia.

(hereinafter called "**LDS**")

OF THE FIRST PART

AND:

Transcanna Holdings Inc., a company incorporated pursuant to the laws of the Province of British Columbia

(hereinafter called "**Licensee**")

OF THE SECOND PART

WHEREAS:

A. LDS and Licensee entered into an intellectual property license and royalty agreement dated November 15, 2017 (the "**License Agreement**"); and

B. The parties mutually wish to amend the License Agreement to document the parties' intentions regarding the consideration payable to LDS to the licenses granted thereunder.

NOW THEREFORE, in consideration of the mutual premises and the respective covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, LDS and Licensee agree as follows:

1. ONE AGREEMENT

The License Agreement, as amended hereby, will continue in full force and effect and this Amendment Agreement will have effect so far as practicable as if all the provisions of the License Agreement and of this Amendment Agreement were contained in the one instrument.

2. DEFINITIONS

Except as otherwise specified herein, all capitalized terms defined in the License Agreement will have the same meaning when used in this Amendment Agreement.

3. AMENDMENTS TO LICENSE AGREEMENT

Effective as of the date hereof, the License Agreement is hereby amended such that Section 3 is deleted in its entirety, is of no further force and effect, and is replaced with the following:

- (i) "3. **Royalty.** As consideration for the grant of the License, LICENSEE will pay to LDS a one-time cash fee of Fifty Thousand Dollars (\$50,000.00) and will issue to LDS, also as a one-time issuance, such number of common shares in the capital of LICENSEE as represents 9.00% of the issued and outstanding shares of LICENSEE immediately prior to its initial public offering and after the issuance to LDS (the "TCI Shares"). The TCI Shares issuable hereunder shall be issued immediately prior to the date that the LICENSEE files a preliminary prospectus with the applicable securities regulatory authorities in Canada. LDS acknowledge and agrees that:
- (a) the TCI Shares will be subject to resale restrictions under applicable securities laws;
 - (b) the certificates representing the TCI Shares will bear a legend or legends respecting restrictions on transfers as required under applicable securities laws
 - (c) it has been advised to consult its own legal advisor with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions;
 - (d) it has been advised that in issuing the TCI Shares to LDS, LICENSEE is relying on an exemption from the requirements to provide LDS with a prospectus and to sell securities through a person registered to sell securities under applicable securities laws (the "Exemptions") and that as consequence of acquiring the TCI shares pursuant to the Exemptions:
 - (i) LDS is restricted from using certain of the civil remedies available under applicable securities laws;
 - (ii) LDS may not receive information that might otherwise be required to be provided to it, and LICENSEE is relieved from certain obligations that would otherwise apply under applicable securities laws if the Exemptions were not being relied upon by LICENSEE; and
 - (iii) certain protections, rights and remedies provided by applicable securities laws, including statutory rights of rescission or damages, will not be available to LDS;
 - (e) no person has made to LDS any written or oral representations:
 - (i) that any person will resell or repurchase any of the LDS Shares;
 - (ii) that any person will refund any value or purchase price for any of the TCI Shares;
 - (iii) as to the future price or value of any of the TCI Shares; or
 - (iv) that any of TCI's securities will be listed and posted for trading on a stock exchange or that application has been made to list and post any of TCI's securities for trading on a stock exchange;

- (f) without in any way limiting the generality of the foregoing, that National Instrument 45-102 Resale of Securities of the Canadian Securities Administrators ("NI 45-102") provides that LDS must hold and may not sell, transfer or in any manner dispose of the TCI Shares, as the case may be, in Canada, unless the following conditions are satisfied or unless another exemption from applicable Canadian securities laws is satisfied:
- (i) LICENSEE is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the sale;
 - (ii) at least four months have elapsed from the date of issuance of the TCI Shares, as applicable;
 - (iii) the certificate representing such TCI Shares contains a legend prescribed by NI 45-102;
 - (iv) the trade is not a "control distribution" (as defined in NI 45-102);
 - (v) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of the sale;
 - (vi) no extraordinary commission or consideration is paid to a person or company in respect of the sale; and
 - (vii) if the selling securityholder is an insider or officer of LICENSEE, the selling securityholder has no reasonable grounds to believe that LICENSEE is in default of Canadian securities legislation.
- (g) LICENSEE is a private (non-reporting) issuer, and its shares are not listed for trading on any stock exchange, and the TCI Shares may, in the event LICENSEE seeks a listing on a public exchange, be subject to additional resale or escrow restrictions above those described above as imposed by such exchange and LDS will abide by such escrow restrictions and execute all such escrow agreements and any such other documentation as may be required by such exchange;
- (h) the TCI Shares will be subject to an indefinite hold period imposed by applicable securities laws and that the TCI Shares can only be sold in reliance upon an exemption from the prospectus and registration requirements of applicable securities laws.

4. GOVERNING LAW

This Amendment Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the courts of such Province will have jurisdiction over any dispute arising under this Agreement.

5. COUNTERPARTS

This Amendment Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the day and year first above written.

TRANSCANNA HOLDINGS INC.

Per: _____
Authorized Signatory

LIFESTYLE DELIVERY SYSTEMS INC.

Per: _____
Authorized Signatory