

AMMENDMENT TO DISTRIBUTION AGREEMENT

The undersigned agree to ammend the distribution agreement dated January 25, 2016 as follows

Section 5.1 TRADE-MARKS will be removed and replaced with the following

5.1 Trade-marks. The Supplier hereby grants to the Distributor an exclusive royalty-free worldwide license to use the trade-marks and other intellectual property owned or licensed by the Supplier for use in association with the Products (the "Trade-marks") in connection with the distribution, marketing and sale of the Products in the Territory for the Term. The Supplier agrees to indemnify, defend and save harmless the Indemnified Parties from and against any and all demands, losses, damages and liabilities (including all costs and expenses incurred in connection therewith) arising from the use of the Trade-marks in the sale, distribution, marketing or use of any Products covered by this Agreement, including any alleged or actual violations of any intellectual property rights or other proprietary rights of any person. The obligations of the Supplier pursuant to this Section shall survive the termination of this Agreement. Supplier agrees the Distributor has the right, but not the obligation, to investigate any non authorized use of Trade-marks by third parties. Upon notification of potential violations the Supplier will have the option to enforce the Trade-marks registrations, should the Supplier not commence legal action with 30 days of becoming aware of potential Trade-marks violations by third parties the Distributor shall have the right to persue compensation from third party violations of Trade-marks, all costs and resulting settlements, if any, shall be the responsibility and to the benefit of the Distributor.

Section 6.1 TERM will be removed and replaced with the following


6.1 "The Term of this agreement (the "Term") shall commence on the Effective Date and shall continue for twelve (12) months and may be automatically renewed thereafter for additional (12) months terms unless cancelled in writing by either party. No cancellation by Supplier can occur until just time as the amounts listed in Section 2.2 of the agreement have been repaid.

Per Section 7.6 LXV Marketing LTD shall assign it rights and obligations to LXV Outdoor Inc. a corporation existing under the laws of Nevada, USA and having it principle offices at 12854 Earhart Ave, Unit 101, Auburn, CA, USA, 95602

All other terms and conditions contained within the agreement shall remain unchanged

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

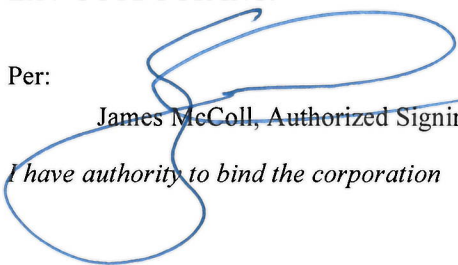
OPEN AIR DYNAMICS, LLC

Per: 
Name: **Nathan Brouwer**
Title: **Managing Member**
I have authority to bind the corporation

LXV MARKETING LTD.

Per: 
James McColl, Authorized Signing Officer

LXV OUTDOOR INC.

Per: 
James McColl, Authorized Signing Officer
I have authority to bind the corporation