

THIS AGREEMENT IS SUBJECT TO STRICT REQUIREMENTS FOR ONGOING REGULATORY COMPLIANCE BY THE PARTIES HERETO, INCLUDING, WITHOUT LIMITATION, REQUIREMENTS THAT THE PARTIES TAKE NO ACTION IN VIOLATION OF EITHER THE NEVADA MEDICAL USE OF MARIJUANA ACT OR THE NEVADA REGULATION AND TAXATION OF MARIJUANA ACT (TOGETHER WITH ALL RELATED RULES AND REGULATIONS THEREUNDER, AND ANY AMENDED OR SUPERSEDING LEGISLATION, RULES AND REGULATIONS, THE “ACT”) OR THE GUIDANCE OR INSTRUCTION OF THE NEVADA DEPARTMENT OF TAXATION OR THE NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES (TOGETHER WITH ANY SUCCESSOR, COLLECTIVELY, THE “REGULATOR”). SECTION 12(o) OF THIS AGREEMENT CONTAINS SPECIFIC REQUIREMENTS AND COMMITMENTS BY THE PARTIES TO MAINTAIN FULLY THEIR RESPECTIVE COMPLIANCE WITH THE ACT AND THE REGULATOR. THE PARTIES HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS OF SECTION 12(o).

OPERATIONS AGREEMENT

THIS OPERATIONS AGREEMENT (this “Agreement”) is made effective as of May 24, 2019 (the “Effective Date”) by and among CSAC-Livfree LLC, a Nevada limited liability company (“NewCo”), and LIVFREE WELLNESS LLC, a Nevada limited liability company (“LivFree”) on behalf of itself and its subsidiaries set forth on Exhibit A, attached hereto (each, a “Subsidiary” and collectively with LivFree, the “Company”). The Company and NewCo are at times referred to herein in individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Company holds licenses and operates medical and/or adult use marijuana businesses in Henderson County, incorporated Clark County and the City of Las Vegas (the “Operations”) that require accounting, administrative, technological, managerial, financial, construction, and related services (“Services”);

WHEREAS, Company has transferred its non-cannabis license related assets to NewCo and Company shall transfer its cannabis license related assets, or Company’s equity owners shall transfer all of the equity of Company, to NewCo or an affiliate upon receipt of all regulatory approvals;

WHEREAS, until such time as all regulatory approvals are received, NewCo desires to engage Company to provide such services as are necessary and appropriate for the day-to-day administration and management of the Operations, and Company desires to provide such services, all upon the terms and subject to the conditions set forth in this Agreement.

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

TERMS OF AGREEMENT

1. ENGAGEMENT

Engagement of Company. NewCo hereby engages Company to provide the Services for the Operations on the terms and conditions described herein, and Company accepts such engagement. Company shall be the sole and exclusive provider of the administrative, management and other services to be provided to or on behalf of NewCo for the Operations.

2. DUTIES AND RESPONSIBILITIES OF COMPANY

During the Term of this Agreement Company shall provide, at its own cost, all such services as are necessary and appropriate for the day-to-day administration and management of the Operations in a manner consistent with good business practice, including without limitation:

- (a) Personnel. Company shall develop and implement guidelines and procedures for the recruitment, selection, hiring, firing, compensation, terms, conditions, obligations and privileges of employment or engagement of employees working for Company. Company shall recruit new employees and shall carry out such administrative functions as may be appropriate for such recruitment, including advertising for and identifying potential candidates, examining and investigating the credentials of such potential candidates, and arranging interviews with such potential candidates. Company shall be solely responsible for compensating its employees. Company expressly acknowledges its responsibility and liability to provide for the payment and withholding of appropriate amounts for income tax, social security, unemployment insurance, state disability insurance taxes, and any authorized payroll deductions from the paychecks of Company personnel.
- (b) Training. Company shall provide reasonable training to Company's personnel in all aspects of the Operations material to the role of such personnel, including but not limited to administrative, financial and equipment maintenance matters.
- (c) Cultivation Services. Company shall (i) develop proprietary, unique cannabis strains, which shall be the property of NewCo and shall be licensed to the Company pursuant to that certain License Agreement by and between Company and NewCo, of even date herewith (the "License Agreement"), (ii) manage the cultivation calendar, (iii) summarize growth performance, provide for optimal continued growth and troubleshoot any problems or concerns identified on-site (iii) manage the utilization and implementation of nutrients (iv) monitor the facility daily, (v) assist with respect to all equipment and software that will be utilized in any dispensary, cultivation or infused production facility, (vi) manage grow room environments, plant nutrition, lighting, equipment and other matters related directly or indirectly thereto.

- (d) Compliance. Company shall comply with the applicable State and local regulations regarding operating a medical marijuana business.
- (e) Insurance. Company shall maintain commercially reasonable insurance coverage for the Operations with coverage that is not less than the coverage in place immediately prior to the date of this Agreement.
- (f) Accounting. Company shall maintain and administer accounting procedures and controls and systems for the development, preparation, and keeping of records and books of accounting related to the business and financial affairs of the Operations.
- (g) Tax Matters. Company shall oversee the preparation of the annual report and tax information returns required to be filed by Company with respect to the Operations. NewCo may file all tax elections necessary for Company to be taxed as a corporation. Company shall give to personnel of NewCo (or its designated affiliate) all appropriate authority necessary for them to act as Company's Attorney-in-Fact under a power of attorney, for such purposes, and to the extent permitted by law. Whenever practicable, Company shall also make such reserves and set asides for taxes as directed by NewCo throughout the year. All of Company's tax obligations with respect to (i) the Operations and (ii) if the Company does not effectively elect to be treated as a corporation and members are liable to pay taxes on income earned by the Company, distributions to members of the Company for taxes required to be distributed pursuant to Section 4.2.1 of the Second Amended and Restated Operating Agreement of the Company, in each case shall be paid by Company out of Company's funds. Company shall also make appropriate reserves and set asides for taxes throughout the year. If the Company effectively elects to be taxed as a corporation or if the members of the Company are not liable to pay taxes on income earned by the Company, then no distributions will be made under Section 4.2.1 of the Second Amended and Restated Operating Agreement of the Company.
- (h) Reports and Information. Company shall furnish NewCo in a timely fashion quarterly operating reports, including without limitation (i) copies of bank statements relating to Company's bank accounts and (ii) financial statements.
- (i) Budgets. Company shall prepare for review and approval by NewCo capital and annual operating budgets.
- (j) Expenditures. Company shall manage all cash receipts and disbursements of Company, including whenever practicable the payment on behalf of Company for any of the items set forth in this Article 2, such as taxes, assessments, licensing fees and other fees of any nature whatsoever in connection with the Operations as the same become due and payable, unless payment thereof is being contested in good faith by Company.
- (k) Contract Negotiations. Company shall negotiate such contractual arrangements with third parties as are reasonably necessary and appropriate for the Operations.

- (l) Billing and Collection. Company shall establish and maintain credit and billing and collection policies and procedures, and shall exercise reasonable efforts to bill and collect in a timely manner all fees for all billable products and services provided by the Operations.
- (m) Support Services. Company shall provide or arrange for all printing, stationery, forms, postage, duplication, facsimile, photocopying, and data transmission and processing services, information services, and other support services as are reasonably necessary and appropriate for the Operations.
- (n) Regulatory Licenses. Company shall maintain all regulatory applications for the Operations, including but not limited to, regulatory due diligence, real estate selection, consultant support, application preparation, standard operating procedures, and other services necessary for submissions of such regulatory licenses.
- (o) Licenses and Permits. Company shall be responsible for obtaining and maintaining all federal, state, and licenses and regulatory permits required for or in connection with the Operations.
- (p) Real Estate Leases, Construction and Build-Out Support. Company shall be responsible for managing and supervising the site selection, zoning, leasing, construction oversight and build-out of the Operations' facilities.
- (q) Litigation Management. Company shall (a) manage and direct the defense of all claims, actions, proceedings or investigations against Company with respect to the Operations or any of its officers, directors, employees or agents in their capacity as such with respect to the Operations, and (b) manage and direct the initiation and prosecution of all claims, actions, proceedings or investigations brought by Company with respect to the Operations.
- (r) Marketing, Advertising and Public Relations Programs. Company shall propose marketing and advertising programs to be implemented by Company to effectively notify the community of the products and services offered by the Operations. Company shall implement such marketing and advertising programs, including, but not limited to, analyzing the effectiveness of such programs, prepare marketing and advertising materials, negotiated marketing and advertising contracts on Company's behalf, and obtaining services necessary to produce and present such marketing and advertising programs. All marketing and advertising programs shall be conducted in compliance with all applicable standards of ethics, laws and regulations.
- (s) Information Technology and Computer Systems. Company shall set up and maintain workstations and other information technology required for the Operations

- (t) Supplies. Company shall order and purchase all supplies in connection with the Services and the Operations, including all necessary forms, supplies and postage, provided that all such supplies acquired shall be reasonably necessary in connection with the Operations.
- (u) JDSS. During the term of this Agreement, Company will make payments to Newco equal to any distributions received by the Company from JDSS Investments, LLC. Company will maintain or cause to be maintained Company's supplier relationship with JDSS Investments, LLC, including substantially the same favorable pricing for cannabis products.

3. RELATIONSHIP OF THE PARTIES

- (a) Ultimate Authority over Operations. Notwithstanding any other provision of this Agreement, Company shall have ultimate authority over its Operations.
- (b) Relationship of the Parties. Nothing contained herein shall be construed as creating a partnership, trustee, fiduciary joint venture, or employment relationship between Company and NewCo. In performing all services required hereunder, Company shall be in the relation of an independent contractor to NewCo, providing Services to the Operations.

4. ACTIONS REQUIRING NEWCO'S CONSENT

Notwithstanding anything in in this Agreement to the contrary, Company agrees that the following actions by Company shall require the prior consent of NewCo.

- (a) The issuance or transfer or pledge of any equity the Company or of any security convertible into equity in the Company;
- (b) The payment of any distributions on the membership interests of Company or other distribution to the members of Company, in each case, other than distributions to members of the Company for taxes required to be distributed pursuant to Section 4.2.1 of the Second Amended and Restated Operating Agreement of the Company, if the Company has not effectively elected to be taxed as a corporation and members are liable to pay taxes on income earned by the Company;
- (c) Any consolidation, conversion, merger or membership exchange of Company;
- (d) Any sale, assignment, pledge, lease, exchange, transfer or other disposition, excluding salaries, but including without limitation a mortgage or other security device, of assets, including Company's accounts receivable other than inventory in the ordinary course;

- (e) Any purchase or other acquisition of assets at an aggregate cost to Company exceeding One Thousand and No/100 Dollars (\$1,000.00) (in one transaction or a series of related transactions);
- (f) Any incurrence of loans or other indebtedness by Company in an amount in excess of One Thousand and No/100 Dollars (\$1,000.00) (in one transaction or a series of related transactions);
- (g) Any reclassification or recapitalization of the membership interests of Company;
- (h) Any redemption or purchase of any membership interests of Company;
- (i) Any amendment to the Articles of Organization and limited liability agreement of Company;
- (j) The dissolution or liquidation of Company;
- (k) The authorization for the employment or discharge of any employees, or the engagement or termination of engagement of any independent contractor, at a compensation in excess of Five Thousand and No/100 Dollars (\$5,000.00) per annum, or for the execution and delivery of any employment agreements or contracts with independent contractors or consultants, or the modification or termination thereof;
- (l) The entering into of any contract by Company at an aggregate contract price to Company in excess of One Thousand and No/100 Dollars (\$1,000.00) (in one transaction or a series of related transactions); and
- (m) The creation of any indebtedness or any other obligation of Company to any of the shareholders or members of Company or of any of the shareholders or members of Company to Company; and
- (n) Any act out of the ordinary course of business of Company.

5. EXCLUSIVITY

During the term of this Agreement, Company shall serve as Company's sole and exclusive manager and provider of the Services for the Operations, and Company shall not, without first obtaining the express written consent of NewCo, engage any other person or entity to furnish Company with any sites for conduct of its Operations, any policies or procedures for conduct of the Operations, or any of the financial or other services provided hereunder by Company.

6. FINANCIAL ARRANGEMENTS

- (a) No Fees. Company shall provide the services in return for the consideration provided by NewCo's affiliate to the equity owners of Company under the Equity

Purchase Agreement dated October 17, 2018. Notwithstanding the foregoing, Company will, from time to time, at the request of NewCo, provide to NewCo a loan equal to its net profit under this Agreement, pursuant to the terms of a promissory note in the form attached hereto as Exhibit B.

- (b) IFRS. Except as specifically provided otherwise by the Parties hereto, in keeping books and records for the Operations, Company shall record all revenue, refunds, rebates, costs, expenses, and any other information using the same accounting method under which Company kept its books and records prior to the date of this Agreement, in accordance with IFRS, consistently applied.
- (c) Budget. Company shall prepare annual budgets for the Operations for NewCo's approval showing expected revenues and expenses, and shall revise such budgets as the Parties deem appropriate from time to time.
- (d) Bank Accounts. Company shall not withdraw or authorize the removal or withdrawal of any funds relating to the Operations from the Company's bank accounts for any purpose except as set forth herein. Company shall not use the Company's bank accounts for any purpose other than for the purposes specified in this Agreement, and shall not combine bank account funds with funds from any other source, except for mistakes due to payor payment errors, which will be corrected by Company as soon as possible upon discovery

7. POWER OF ATTORNEY

Company, in accordance with applicable law, hereby grants to NewCo (with full power of substitution) an exclusive special power of attorney and appoints NewCo as Company's exclusive true and lawful agent and attorney-in-fact, and NewCo hereby accepts such special power of attorney and appointment, to appoint and remove managers and officers of Company consistent with Company's governing documents in order to effect the successful operation of Company. The power of attorney shall expire on the date that this Agreement is terminated. Until then, it shall be irrevocable

8. EXTENSION OF CREDIT

Pursuant to that certain Credit and Security Agreement entered into by and between Company and NewCo of even date herewith, to the extent NewCo or its affiliates have funds available, NewCo may, in its sole discretion, provide Company with funds necessary to fund (i) any shortfalls in working capital for the Operations (ii) any budgeted capital improvements for the Operations or (iii) budgeted expansion of the Operations, including the costs of any governmental applications necessary thereto.

9. INTELLECTUAL PROPERTY

Simultaneously with the execution and delivery of this Agreement by the Parties, NewCo and Company shall execute and deliver the License Agreement, which shall permit

Company to use certain intellectual property and other assets owned by NewCo on the terms and conditions set forth therein.

10. TERM AND TERMINATION

- (a) Term. This Agreement shall commence as of the Effective Date and continuing in full force and effect for a period of twenty (20) years (the “Initial Term”), unless terminated as provided herein. Following the Initial Term, this Agreement shall automatically renew for five (5) year renewal terms.
- (b) Immediate Termination By NewCo. NewCo shall have the right, but not the obligation, to terminate this Agreement immediately upon notice to Company of any of the following events (in addition to its other remedies):
 - (i) The conviction of Company, any member of Company, or anyone employed or engaged by Company, of any crime punishable as a felony under federal or state law;
 - (ii) The date upon which any of the membership interests in Company are transferred or attempted to be transferred voluntarily, by operation of law or otherwise to any person without the prior approval of the Service Company;
 - (iii) The merger, consolidation, reorganization, conversion, sale, liquidation, dissolution, or other disposition of all or substantially all of the membership interests or assets of Company without the prior written approval of NewCo;
 - (iv) The Company’s materially altering or changing the scope of the Operations without NewCo’s approval;
 - (v) The Company’s breach of this Agreement.
 - (vi) Failure to obtain consent from applicable regulatory authorities to the transfer of one or more licenses (or the equity of the Company) to NewCo or its affiliates or designees.
- (c) Termination by Either Party. This Agreement may be also terminated as follows:
 - (i) By mutual written agreement of the Parties;
 - (ii) By either Party immediately upon the filing of a petition in bankruptcy with respect to the other Party or the insolvency of the other Party; or
 - (iii) By either Party upon a material breach of a material provision hereof by the other Party, provided that the non-breaching Party provides the breaching Party with sixty (60) days written notice of any such breach, during which

period of time the breaching Party shall have the opportunity to cure any such breach (or in the event of a non-monetary breach which is not curable within such sixty (60) day period the breaching Party shall have the opportunity to commence cure of any such breach). If any such breach is cured by the breaching Party during such period of time (or in the event of a non-monetary breach which is not curable within such sixty (60) day period but the breaching Party has commenced to cure such breach and does continue to cure such breach with the exercise of due diligence), it shall be as if such breach never occurred and this Agreement shall continue in full force and effect, unaffected by the non-breaching Party's notice.

11. RECORDS AND RECORD KEEPING

- (a) Access to Information. Company hereby authorize and grants to NewCo full and complete access to all information, instruments and documents relating to Company which may be requested by NewCo, and shall disclose and make available to representatives of NewCo for review and photocopying all relevant books, agreements, papers and records of Company.
- (b) At all times during and after the term of this Agreement, all business records and information, including, but not limited to, all books of account and general administrative records and all information generated under or contained in the management information systems pertaining to Company, relating to the business and activities of NewCo, shall be and remain the sole property of NewCo. Company will have reasonable access during normal business hours to the business records kept by NewCo relating to the Operations, and Company may copy any or all such records. After termination of this Agreement, Company will have reasonable access during normal business hours to the business records relating to the Operations for the purpose of preparing tax and other business filings or collecting accounts receivable.
- (c) Company shall at all times during the Term, and at all times thereafter, make available to NewCo for inspection by its authorized representatives, during regular business hours, at the principal place of business of Company, any of Company's records determined by NewCo to be necessary to perform Company's services and carry out its responsibilities hereunder or necessary for the defense of any legal or administrative action or claim relating to said records.

12. GENERAL

- (a) Governing Law; Dispute Resolution.
 - (i) This Agreement will be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Nevada without regard to principles of conflicts of law.

- (ii) Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the applicability, enforceability or scope of this agreement to arbitrate, will be determined by arbitration in Las Vegas, Nevada before one arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (as it exists on the effective date of this Agreement). Judgment on the award may be confirmed, entered and docketed in any court having jurisdiction. If the Parties cannot agree on a single arbitrator, one will be appointed by JAMS. The arbitrator will be a retired judge from a federal court in the State of Nevada or a lawyer admitted to practice in the State of Nevada with at least 25 years' active legal practice based in the State of Nevada. All objections are reserved for the arbitration hearing, except for objections based on privilege and proprietary or confidential information. The arbitrator will be instructed by the Parties to ignore the application of the Federal Cannabis Laws to each and every Party and to the dispute, claim or controversy. The arbitrator may not modify the terms of this Agreement. A transcription of the hearing will be made and the arbitrator will provide a reasoned decision in writing. The Parties will keep confidential all matters relating to the arbitration, the arbitration award and any challenge or appeal, except as may be necessary (1) to prepare for or conduct the arbitration hearing on the merits, (2) in connection with a court application for a preliminary remedy, (3) in connection with a judicial challenge to an arbitration award or its enforcement, (4) in connection with an appeal of the arbitration award, as permitted under this Agreement, or its confirmation, entering, docketing or enforcement, (5) to comply with applicable Law or judicial decision, or (6) to comply with any applicable stock exchange rules, including the NEO Exchange. Except as provided in this Agreement, the Parties must commence and pursue arbitration to resolve all disputes arising under or relating to this Agreement prior to commencement of any legal action.
- (iii) This Agreement evidences a transaction involving interstate commerce. Notwithstanding the choice of substantive law under this Agreement, the Federal Arbitration Act will apply to the arbitration of all disputes, including the breach of this Agreement and any alleged pre-contractual representations or conduct, violations of the Racketeering Influenced or Corrupt Organizations Act (RICO), applicable federal or state securities Law, unfair trade practice Law, or similar Law.
- (iv) If it is determined that the requirement to arbitrate is unenforceable, and after any and all final appeals the decision is upheld, the Parties agree to litigate in any state court in Clark County, Nevada, and these courts will have exclusive jurisdiction to entertain any proceeding in respect of this Agreement, and the Parties will submit to the jurisdiction of such courts in all matters relating to or arising out of this Agreement. EACH PARTY

ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (ii) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY.

- (v) Any arbitration award will have a binding effect only on the actual dispute arbitrated, and will not have any collateral effect on any other dispute whatsoever, whether in arbitration, litigation or other dispute resolution proceeding. Service Company and the Borrower will not consolidate their dispute in any arbitration or litigation with a claim by any Person.
- (vi) If a Party (1) commences action in any court, except to compel arbitration, or except as specifically permitted under this Agreement, prior to an arbitrator's final decision, or (2) commences any arbitration or litigation in any forum except where permitted under this Agreement, then that Party is in default of this Agreement. The defaulting Party must commence arbitration (or litigation, if permitted under this Agreement), in a permitted forum prior to any award or final judgment. The defaulting Party will be responsible for all expenses incurred by the other Party as a result of this default, including legal fees.
- (vii) The Parties adopt and will implement the JAMS Optional Arbitration Appeal Procedures (as it exists on the effective date of this Agreement) with respect to a final award in an arbitration arising out of or relating to this Agreement, if that award requires the payment of monetary damages in excess of US \$500,000 (with this dollar value to be indexed from the date of this Agreement based on the annual rate of inflation in the United States). The JAMS appeal panel will determine whether such appeal threshold has been met. If the appeal panel consists of three members, the Chair will be a retired judge from a federal court located in the State of Nevada and one member will be a lawyer admitted to practice in the State of Nevada with at least 25 years' active legal practice based in the State of Nevada. Judgment on any revised award may be confirmed, entered and docketed in any court

having jurisdiction. The same confidentiality provisions that apply to the Parties with respect to the original arbitration will apply to the appeal.

- (viii) If JAMS is no longer in business, an alternative administrative arbitration agency will be selected by mutual agreement of the Parties. If they cannot agree, the Parties will apply to a court of competent jurisdiction to select the agency. In the event of any conflict between the rules and procedures of JAMS or an alternate administrative arbitration agency and the provisions of this Section, the provisions of this Section will prevail.
- (ix) In any civil action, arbitration or other proceeding brought to enforce the terms hereof, or to redress a breach of a term hereof or other dispute, claim or controversy, the prevailing party shall be entitled to payment from the non-prevailing party(ies) of its reasonable attorney fees and expenses in addition to any damages or other relief to which it may become entitled.

(b) Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties related to the subject matter hereof and supersedes all prior agreements, understandings, and letters of intent relating to the subject matter hereof. This Agreement may be amended or supplemented only by a writing executed by all Parties.

(c) Notices. All notices, requests, demands or consents hereunder shall be in writing and shall be deemed given and received when delivered, if delivered in person, or four (4) days after being mailed by certified or registered mail, postage prepaid, return receipt requested, or one (1) day after being sent by overnight courier such as Federal Express, to and by the parties at the following addresses, or at such other addresses as the parties may designate by written notice in the manner set forth herein:

If to NewCo: CSAC-Livfree LLC

If to Company: LIVFREE WELLNESS LLC, a Nevada limited liability company
1220 S. Commerce St., Suite 120
Las Vegas, NV 89102
Attn: Steve Menzies
Email: steve@lv61.com

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, when taken together, will constitute one and the same instrument.

- (e) Federal Cannabis Laws. The parties hereto agree and acknowledge that no party makes, will make, or shall be deemed to make or have made any representation or warranty of any kind regarding the compliance of this Agreement with any Federal Cannabis Laws. No party hereto shall have any right of rescission or amendment arising out of or relating to any non-compliance with Federal Cannabis Laws unless such non-compliance also constitutes a violation of applicable state law as determined in accordance with the Act or by the Regulator, and no party shall seek to enforce the provisions hereof in federal court unless and until the parties have reasonably determined that the Act is fully compliant with Federal Cannabis Laws. As used herein, “Federal Cannabis Laws” means any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another’s felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960 and the regulations and rules promulgated under any of the foregoing.
- (f) Assignment. This Agreement shall not be assignable by the Company hereto without the express written consent of the NewCo; provided, however, that this Agreement shall be assignable by NewCo upon notice to the Company.
- (g) Waiver. Waiver of any agreement or obligation set forth in this Agreement by either Party shall not prevent that Party from later insisting upon full performance of such agreement or obligation and no course of dealing, partial exercise or any delay or failure on the part of any Party hereto in exercising any right, power, privilege, or remedy under this Agreement or any related agreement or instrument shall impair or restrict any such right, power, privilege or remedy or be construed as a waiver therefor. No waiver shall be valid against any Party unless made in writing and signed by the Party against whom enforcement of such waiver is sought.
- (h) Binding Effect. Subject to the provisions set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and upon their respective successors and assigns.
- (i) Waiver of Rule of Construction. Each Party has had the opportunity to consult with its own legal counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement shall be construed against the drafting party shall not apply.

- (j) Severability. If anyone or more of the provisions of this Agreement is adjudged to any extent invalid, unenforceable, or contrary to law by a court of competent jurisdiction, each and all of the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- (k) Force Majeure. Any Party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, terrorism, bio-terrorism, riot or insurrection, law or regulation, strike, flood, earthquake, water shortage, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities (but excluding lack of funds). This provision shall not release such Party from using its best efforts to avoid or remove such cause and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such Party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision.
- (l) Authorization for Agreement. The execution and performance of this Agreement by Company and NewCo have been duly authorized by all necessary laws, resolutions, and corporate or partnership action, and this Agreement constitutes the valid and enforceable obligations of Company and NewCo in accordance with its terms.
- (m) Cooperation. The Parties acknowledge that the Parties' mutual cooperation is critical to the ability of Service Company and Company to perform successfully and efficiently its duties hereunder.
- (n) Competing Interests. NewCo shall be entitled to have other and/or competing business interests.
- (o) **Regulatory Compliance**. **This Agreement is subject to strict requirements for ongoing regulatory compliance by the parties hereto, including, without limitation, requirements that the parties take no action in violation of either the Nevada Medical Use of Marijuana Act Regulation or the Nevada Taxation of Marijuana Act (together with all related rules and regulations thereunder, and any amended or superseding legislation, rules and regulations, the "Act") or the guidance or instruction of the Nevada Department of Taxation or the Nevada Department of Health and Human Services (together with any successor, collectively, the "Regulator"). The parties acknowledge and understand that the Act and/or the requirements of the Regulator are subject to change and are evolving as the marketplace for state-compliant cannabis businesses continues to evolve. If necessary or desirable to comply with the requirements of the Act and/or the Regulator, the parties hereby agree to (and**

to cause their respective affiliates and related parties and representatives to) use their respective commercially reasonable efforts to take all actions reasonably requested to ensure compliance with the Act and/or the Regulator, including, without limitation, negotiating in good faith to amend, restate, amend and restate, supplement, or otherwise modify this Agreement to reflect terms that most closely approximate the parties original intentions but are responsive to and compliant with the requirements of the Act and/or the Regulator. In furtherance, not limitation of the foregoing, the parties further agree to cooperate with the Regulator to promptly respond to any informational requests, supplemental disclosure requirements, or other correspondence from the Regulator and, to the extent permitted by the Regulator, keep all other parties hereto fully and promptly informed as to any such requests, requirements, or correspondence.

[Signature page follows]

IN WITNESS WHEREOF, the Parties agree to the foregoing terms of agreement through the execution below by their respective, duly authorized representatives as of the Effective Date.

LIVEFREE WELLNESS LLC, a Nevada limited liability company

By: (Signed) Steve Menzies
Name: Steve Menzies
Title: Manager

CSAC-Livfree LLC

By: (Signed) Steve Menzies
Name: Steve Menzies
Title: Manager

EXHIBIT A
SUBSIDIARIES

BillCo Holdings LLC

BP Solutions LLC

Pepper Lane North LLC

JDSS Investments LLC

EXHIBIT B
FORM OF PROMISSORY NOTE
DEMAND PROMISSORY NOTE

\$[]

[], 2019

FOR VALUE RECEIVED, CSAC-LivFree LLC, a Nevada limited liability company (“Debtor”), having its principal office and place of business at 1220 S. Commerce St., Suite 120 Las Vegas, NV 89102, promises to pay to the order of LivFree Wellness LLC, a Nevada limited liability company having its principal office and place of business at 1220 S. Commerce St., Suite 120 Las Vegas, NV 89102 (the “Holder”), in United States Dollars, the principal sum of [] dollars (\$[].00) (the “Principal Sum”), on DEMAND.

Interest shall accrue on the Principal sum at a rate per annum of 3%. In the absence of an earlier demand for payment, all principal on this Note shall be payable on [January 1, 2020]. All payments under this Note will be made to the Holder at its principal place of business, or at such other address as the Holder may from time to time designate in writing.

Debtor promises to pay all costs and expenses incurred by the Holder in collecting this Note and enforcing its rights under it, including, but not limited to, the reasonable fees and disbursements of legal counsel to the Holder.

This Note may not be modified or terminated orally or by any course of conduct but only by an agreement in writing duly executed by Debtor and the holder.

This Note is delivered in the State of Nevada and is governed by and must be construed in accordance with the laws of that State, without regard to principles of conflicts of law.

CSAC-Livfree LLC

By: _____

Name: _____

Title: _____

