

FIRST AMENDMENT TO EQUITY EXCHANGE AGREEMENT

THIS FIRST AMENDMENT TO EQUITY EXCHANGE AGREEMENT (this “Amendment”), dated as of October 31, 2018 (the “Effective Date”), is entered into by and among the Persons listed as “Sellers” on the signature page hereto (being referred to individually as a “Seller” and collectively as “Sellers”), Mark E. Pitchford, as the representative of the Sellers (“Sellers’ Representative”), Washoe Wellness, LLC, a Nevada limited liability company (the “Company”), CSAC Acquisition Inc., a Nevada corporation (“Buyer”), and Cannabis Strategies Acquisition Corp, an Ontario corporation (the “SPAC”). Sellers, Sellers’ Representative, the Company, Buyer, and the SPAC being sometimes referred to individually as a “Party” and collectively, as the “Parties.”

RECITALS:

A. The Parties have entered into an Equity Exchange Agreement dated as of October 17, 2018 (the “Exchange Agreement”). Each capitalized term used but not defined in this Amendment shall have the meaning assigned in the Exchange Agreement.

B. The Parties now desire to amend the Exchange Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Amendment to Disclosure Schedules Submission Deadline.** Section 6.15 is hereby deleted in its entirety and replaced with the following:

6.15. Delivery of Schedules. By no later than 5 p.m. Eastern time on November 7, 2018, Sellers and the Company will deliver in writing to Buyer and the SPAC for their review and comments a completed draft of the Company Disclosure Schedules, and will deliver (or caused to be delivered or made available to) promptly to Buyer and the SPAC copies of contracts, leases and other documentation and information requested by Buyer and the SPAC with respect to information and disclosure reflected in the Company Disclosure Schedules. If Buyer or the SPAC has comments with respect to, or disagrees with the contents of, any of the Company Disclosure Schedules, the Parties will work in good faith to resolve promptly such comments, disagreements or additions by no later than November 12, 2018 (the “Disclosure End Date”).

2. **Amendment to Due Diligence Period.** Section 7.2(e) is hereby deleted in its entirety and replaced with the following:

(f) Due Diligence. Buyer and the SPAC will have completed their due diligence investigations of both the Company and the Other Transactions to their satisfaction by no later than November 14, 2018; and provided that if the SPAC has not terminated the Agreement on or before November 15, 2018, this condition is deemed to be automatically waived.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the Effective Date.

SELLERS

THE LJP TRUST

By: 
Mark E. Pitchford, Trustee

THE DUNSEATH FAMILY 2017 TRUST

By: _____
James Scott Dunseath, Trustee

THE 143 FAMILY 2018 TRUST

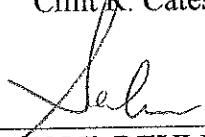
By: 
Stacy Castillo, Trustee

THE DWC 2018 TRUST

By: 
Dave Zimmerman, Trustee

THE HYGRADE NATIONAL 2018 TRUST

By: 
Clint R. Cates, Trustee


SEAN T. DEVLIN, M.D.

JOCHCO INVESTMENTS, LLC

By: _____
Christopher O'Neal, Manager

By:

James Scott Dunseath, Trustee

THE 143 FAMILY 2018 TRUST

By: _____

Stacy Castillo, Trustee

THE DWC 2018 TRUST

By: _____

Dave Zimmerman, Trustee

THE HYGRADE NATIONAL 2018 TRUST

By: _____

Clint R. Cates, Trustee

SEAN T. DEVLIN, M.D.

JOCHCO INVESTMENTS, LLC

By:  _____

Christopher O'Neal, Manager

ETXEA, LLC

By: _____

Justin W. Dagenhart, Managing Member

By: _____

Anna F. Lekumberry, Managing Member

SELLERS' REPRESENTATIVE

Mark E. Pitchford

COMPANY

Washoe Wellness LLC, a Nevada limited liability company

By:

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the Effective Date.

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By: 
Anna F. Lekumberry, Managing Member

SELLERS' REPRESENTATIVE

Mark E. Pitchford

COMPANY

Washoe Wellness LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____

BUYER

CSAC ACQUISITION INC.

By: _____
Name: _____
Title: _____

SPAC

CANNABIS STRATEGIES ACQUISITION CORP.


By: _____
Name: _____
Title: _____

ETXEA, LLC

By: _____
Justin W. Dagenhart, Managing Member

By: _____
Anna F. Lekumberry, Managing Member


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By: _____
Anna F. Lekumberry, Managing Member

SELLERS' REPRESENTATIVE

Mark E. Pitchford

COMPANY

Washoe Wellness LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____

BUYER

CSAC ACQUISITION INC.

By: _____
Name: *Jonathan Sandelman*
Title: *President & CEO*

SPAC

CANNABIS STRATEGIES ACQUISITION CORP.

By: _____
Name: *Jonathan Sandelman*
Title: *President & CEO*