

## SECOND AMENDMENT TO EQUITY PURCHASE AGREEMENT

**THIS SECOND AMENDMENT TO EQUITY PURCHASE AGREEMENT** (this “Amendment”), dated as of May 24, 2019 (the “Effective Date”), is entered into by and among Steve Menzies, an individual resident of Nevada (“Sellers’ Representative), as sellers’ representative on behalf of himself and Green Relief, LLC, a Nevada limited liability company, Darren Wilson, an individual resident of the State of Nevada, Bryce Menzies, an individual resident of the State of Nevada, Catherine Cashell Mannikko, and individual resident of the State of Nevada, Richard Schield, an individual resident of the State of Nevada, (each, with Steve Menzies, sometimes referred to individually as a “Seller” and collectively as “Sellers”), LivFree 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 Purchase Agreement dated as of October 17, 2018, as previously amended (the “Purchase Agreement”). Each capitalized term used but not defined in this Amendment shall have the meaning assigned in the Purchase Agreement.

B. The Parties now desire to amend the Purchase 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. **Outside Date.** Section 8.1(b)(i) of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

“(i) the Closing has not occurred on or before May 31, 2019 (the “Outside Date”); provided, that the right to terminate this Agreement under this Section 8.1(b)(i) will not be available to any Party whose failure to fulfil any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to have occurred on or before such date; or “

2. **Purchase of Additional Intellectual Property.** The following shall be added as Section 2.10 of the Purchase Agreement:

“Buyer or its designee agree to buy from Sellers, or their affiliates, all right, title and interest to the name “JDSS”, and/or any other intellectual property agreed upon by Sellers and the Buyer. The closing of the transactions contemplated under this Section 2.10 and the payment of the consideration set forth in Section 2.3(c)(iv) are conditional upon receipt of consent from Board of Directors or the SPAC and the NEO Exchange, and will close within one week of receipt of such approvals.

3. **Consideration.** The following shall be added to the Purchase Agreement as Section 2.3(c)(iv):


“Buyer will issue to Sellers an additional US\$5,000,000 in Exchangeable Shares (which the Parties have agreed will be valued at Cdn.\$21.00 per share) (using the Bank of Canada Exchange Rate on \_\_\_\_\_, 2019), with half the shares subject to a six (6) month lock-up, and half the shares subject to a twelve (12) month lock-up, in favor of SPAC such that they will not be able to be sold, transferred, pledged, exchanged or otherwise dealt with, directly or indirectly (including derivatives), without the SPAC’s prior written consent for the requisite periods after Closing, and will be subject to the lock-up agreement referenced in Section 2.3(c)(v).

4. **Ratification.** The Parties agree that the Purchase Agreement (as amended by this Amendment) remains in full force and effect in accordance with its terms except as expressly modified by this Amendment, and binding upon the Parties.

5. **Counterparts and Electronic Signatures.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any manual signature upon this Amendment that is faxed, scanned or photocopied and delivered electronically shall for all purposes have the same validity, legal effect and admissibility in evidence as an original signature and the Parties hereby waive any objection to the contrary.

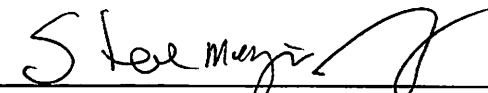
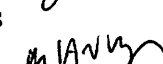
**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed on the Effective Date.

**SELLERS’ REPRESENTATIVE, on behalf of himself and all other Sellers**

  
\_\_\_\_\_  
Steve Menzies

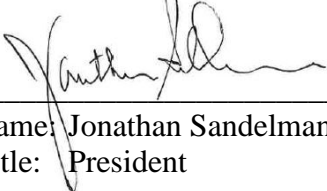
**COMPANY**

Livfree Wellness LLC, a Nevada limited liability company

By:   
\_\_\_\_\_  
Name: Steve Menzies  
Title:  \_\_\_\_\_

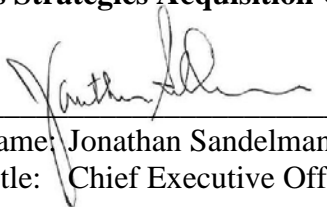
**BUYER**

**CSAC Acquisition, Inc.**

By:   
Name: Jonathan Sandelman  
Title: President

**SPAC**

**Cannabis Strategies Acquisition Corp.**

By:   
Name: Jonathan Sandelman  
Title: Chief Executive Officer