

FIRST AMENDMENT TO EQUITY PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO EQUITY PURCHASE AGREEMENT (this “Amendment”), dated as of March 6, 2019 (the “Effective Date”), is entered into by and among Steve Menzies, an individual resident of Nevada, 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 sometimes referred to individually as a “Seller” and collectively as “Sellers”), Steve Menzies, as the representative of the Sellers (“Sellers’ Representative”), 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 (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) shall be deleted in its entirety and replaced with the following:

(i) the Closing has not occurred on or before May 1, 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. **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.

3. **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



Steve Menzies

Green Relief, LLC

By: _____
Name: _____
Title: _____

Darren Wilson




Bryce Menzies

Catherine Cashell Mannikko

Richard Schield

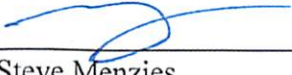
SELLERS' REPRESENTATIVE



Steve Menzies

COMPANY

Livfree Wellness LLC, a Nevada limited liability company

By: 

Name: Steve Menzies
Title: Manager

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

SELLERS

Steve Menzies

Green Relief, LLC

By: _____

Name: Donald Forman

Title: Manager

Darren Wilson

Bryce Menzies

Catherine Cashell Mannikko

Richard Schield

SELLERS' REPRESENTATIVE

Steve Menzies

COMPANY

Livfree Wellness LLC, a Nevada limited liability company

By: _____

Name: Steve Menzies

Title: _____

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SELLERS

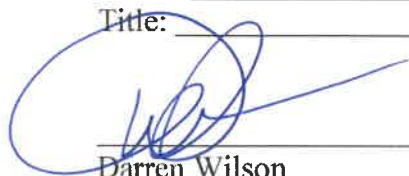
Steve Menzies

Green Relief, LLC

By: _____

Name: _____

Title: _____



Darren Wilson

Bryce Menzies

Catherine Cashell Mannikko

Richard Schield

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Name: Steve Menzies

Title: _____

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By: _____

Name: _____

Title: _____

Darren Wilson

Bryce Menzies

Catherine Cashell-Mannikko

Catherine Cashell Mannikko

Richard Schield

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By: _____

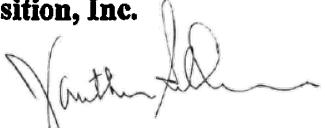
Name: Steve Menzies

Title: _____

BUYER

CSAC Acquisition, Inc.

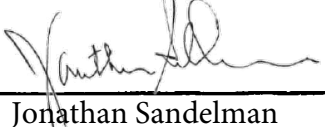
By: _____


Name: Jonathan Sandelman
Title: President & CEO

SPAC

Cannabis Strategies Acquisition Corp.

By: _____


Name: Jonathan Sandelman
Title: President & CEO