

SECOND AMENDMENT TO EQUITY PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO EQUITY PURCHASE AGREEMENT (this "Amendment"), dated as of February 25, 2019 (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 Purchase Agreement dated as of October 17, 2018 (the "Purchase Agreement") and a First Amendment to the Equity Purchase Agreement dated October 31, 2018 (the "Prior Amendment"). 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 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. **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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

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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
(Ana F. Dagenhart)

SELLERS' REPRESENTATIVE


Mark E. Pitchford

COMPANY

Washoe Wellness LLC, a Nevada limited liability company

By: 
Name: MARK E. PITCHFORD
Title: MANAGER

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

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*