

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): April 27, 2022

180 LIFE SCIENCES CORP.
(Exact Name of Registrant as Specified in Charter)

Delaware (State or Other Jurisdiction of Incorporation)	001-38105 (Commission File Number)	90-1890354 (IRS Employer Identification No.)
3000 El Camino Real, Bldg. 4, Suite 200 Palo Alto, CA (Address of Principal Executive Offices)		94306 (Zip Code)

Registrant's telephone number, including area code: **(650) 507-0669**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	ATNF	The NASDAQ Stock Market LLC
Warrants to purchase shares of Common Stock	ATNFW	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective on April 27, 2022, 180 Life Sciences Corp. (the "Company", "we" and "us")(directly or through an indirectly wholly-owned subsidiary) entered into (a) a First Amendment to Amended and Restated Employment Agreement with James N. Woody, M.D., Ph.D., the Chief Executive Officer and Director of the Company (the "First Woody Amendment"); (b) a First Amendment to Employment Agreement with Quan Anh Vu, the Chief Operating Officer and Chief Business Officer of the Company (the "First Vu Amendment"); (c) a First Amendment to Employment Agreement with Jonathan Rothbard, Ph.D., Chief Scientific Officer of the Company ("First Rothbard Amendment"); (d) a First Amendment to Employment Agreement with Sir Marc Feldmann, Ph.D., the Executive Co-Chairman of the Company Executive Co-Chairman, and the Chairman, CEO and Executive Director of CannBioRex Pharma Limited ("CannBioRex"), an indirect wholly-owned subsidiary of the Company (the "First Feldmann Amendment"); (e) a First Amendment to Consulting Agreement with Lawrence Steinman, M.D., the Executive Co-Chairman of the Company (the "First Steinman Amendment"); and (f) a Second Amendment to Consulting Agreement with Prof. Jagdeep Nanchahal, a consultant to the Company, a significant stockholder of the Company and the Chairman of our Clinical Advisory Board (the "Second Nanchahal Amendment"), which each amended the compensation agreements currently in place with such individuals.

Pursuant to the First Woody Amendment, First Vu Amendment and First Rothbard Amendment, each of Dr. Woody, Mr. Vu and Dr. Rothbard, agreed that effective January 1, 2022, their base salaries of \$450,000, \$390,000 and \$375,000, respectively (their "Base Salaries") (as provided for in their employment agreements) were amended to increase such amounts by 3% (the "Increase in Salary") and effective March 1, 2022, their base salaries were reduced by 20% each (\$92,700, \$80,340 and \$96,563, respectively) and that such reduced amounts (the "Accrued Amounts") shall be accrued until such time as the Board of Directors determines that the Company has sufficient cash on hand to pay such Accrued Amounts, which the Company expects will not be until it has raised a minimum of \$15,000,000 (the "Funding Determination Date"); and that \$370,800, \$321,360, and \$289,688 of such base salaries, shall be payable per the payroll practices of the Company in cash by the Company to each of Dr. Woody, Mr. Vu and Dr. Rothbard, respectively, starting effective March 1, 2022 until the Funding Determination Date, and that on the Funding Determination Date, their salaries shall increase to the new base salary taking into account the Increase in Salary (with no accrual) (\$463,500, \$401,700 and \$386,250, respectively) and the Accrued Amounts shall be paid by the Company, provided that in addition, at the discretion of the Board of the Directors, the base salaries on the Funding Determination Date of each executive may be further increased by 2%. Additionally, Mr. Rothbard agreed that any future increases to salary will be determined on an annual basis by the Company's Board of Directors at the

recommendation of the Compensation Committee, and the annual 10% increases provided in his agreement shall be overridden by such future determinations by the Board of Directors.

Pursuant to the First Feldmann Amendment and First Steinman Amendment, Prof. Sir Feldmann and Prof. Steinman agreed that effective March 1, 2022, their salary would be reduced by \$225,000 (100%) and \$56,250 (25%), respectively, and that such reduced amounts shall be accrued and paid on the Final Determination Date.

Pursuant to the Second Nanchahal Amendment, Prof. Nanchahal agreed that upon acceptance of the data for the phase 2b clinical trial for Dupuytren's disease for publication (which occurred March 1, 2022, subject to editing and final approvals), his monthly fee was increased to £23,000, provided that £4,000 of such increase shall be accrued and £19,000 per month of such fees shall be payable per the payroll practices of the Company in cash by the Company starting effective March 1, 2022, and until the earlier of (a) November 1, 2022 or (b) the Funding Determination Date, at which time all accrued amounts shall be due.

The employment and consulting agreements with the individuals above are described in greater detail in the Proxy Statement on Schedule 14A filed by the Company with the Securities and Exchange Commission on April 28, 2022.

The foregoing descriptions of the First Woody Amendment, First Vu Amendment, First Rothbard Amendment, First Feldmann Amendment, First Steinman Amendment, and Second Nanchahal Amendment, do not purport to be complete and are qualified in their entirety by reference to the First Woody Amendment, First Vu Amendment, First Rothbard Amendment, First Feldmann Amendment, First Steinman Amendment, and Second Nanchahal Amendment, copies of which are attached as Exhibits 10.1 through Exhibit 10.6, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

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Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1*	First Amendment to Amended and Restated Employment Agreement dated April 27, 2022, between 180 Life Sciences Corp. and James N. Woody, M.D., Ph.D.
10.2*	First Amendment to Employment Agreement dated April 27, 2022, between 180 Life Sciences Corp. and Quan Anh Vu
10.3*	First Amendment to Employment Agreement dated April 27, 2022, between 180 Life Sciences Corp. and Jonathan Rothbard, Ph.D.
10.4*	First Amendment to Employment Agreement dated April 27, 2022, between Cannbiorex Pharma Ltd. and Sir Marc Feldmann, Ph.D.
10.5*	First Amendment to Consulting Agreement dated April 27, 2022, between 180 Life Sciences Corp. and Lawrence Steinman, M.D.
10.6*	Second Amendment to Consulting Agreement dated April 27, 2022, between Cannbiorex Pharma Ltd. and Prof. Jagdeep Nanchahal

* Filed herewith.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 28, 2022

180 LIFE SCIENCES CORP.

By: /s/ James N. Woody, M.D., Ph.D.

Name: James N. Woody, M.D., Ph.D.

Title: Chief Executive Officer

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FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This First Amendment to Amended and Restated Employment Agreement ("Amendment"), dated April 27, 2022 and effective as of the same date, unless otherwise set forth below, is entered into by and between 180 Life Sciences Corp., a Delaware corporation (the "Company"), and James N. Woody ("Executive") (collectively, the Company and Executive are the "Parties").

WHEREAS, the Company and Executive have entered into an Amended and Restated Employment Agreement, dated made as of February 24, 2021, and effective November 6, 2020 (the "Agreement")¹, concerning the employment of Executive as Chief Executive Officer of the Company;

WHEREAS, certain capitalized terms used below have the meanings given to such terms in the Agreement; and

WHEREAS, the parties wish to amend the Agreement to revise certain terms of the Agreement as set forth herein in order to reduce Company costs on a temporary basis.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereto agree as follows:

1. Effective January 1, 2022, the Base Salary of \$450,000 is amended to increase such amount by 3% (the "Increase in Salary") and effective March 1, 2022, the Base Salary is reduced by \$92,700 (a 20% reduction) and such amounts (the "Accrued Amounts") shall be accrued until such time as the Board of Directors determines to pay such Accrued Amounts, whhas sufficient cash on hand to pay such Accrued Amounts, which the Company expects will not be until it has raised a minimum of \$15,000,000 (the "Funding Determination Date"); and
2. \$370,800 of such Base Salary shall be payable per the payroll practices of the Company in cash by the Company starting effective March 1, 2022 until the Funding Determination Date
3. On the Funding Determination Date, Executive's salary shall increase to the Base Salary taking into account the Increase in Salary (with no accrual) and the Accrued Amounts shall be paid by the Company. In addition, at the discretion of the Board of the Directors, the Base Salary on the Funding Determination Date may be further increased by 2%.
4. Except to the extent modified hereby, the Agreement shall remain in full force and effect.
5. This Amendment shall be binding upon and inure to the benefit of the parties and their successors and assigns.
6. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

¹ https://www.sec.gov/Archives/edgar/data/1690080/000121390021013180/ea136864ex10-2_180lifesci.htm

IN WITNESS WHEREOF, the parties have caused the Amendment to be executed as of the date and year first referenced above.

The "Company"

Date: April 27, 2022

180 Life Sciences Corp.

By: /s/ Ozan Pamir

Its: CFO

Printed

Name: Ozan Pamir

The "Executive"

Date: April 16, 2022

By: /s/ James N. Woody

James N. Woody

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement ("Amendment"), dated April 27, 2022 and effective as of the same date, unless otherwise set forth below, is entered into by and between 180 Life Sciences Corp., a Delaware corporation (the "Company"), and Quan Vu ("Executive") (collectively, the Company and Executive are the "Parties").

WHEREAS, the Company and Executive have entered into an Employment Agreement, dated October 29, 2021, and effective November 1, 2021 (the "Agreement")¹, concerning the employment of Executive as Chief Operating Officer and Chief Business Officer of the Company;

WHEREAS, certain capitalized terms used below have the meanings given to such terms in the Agreement; and

WHEREAS, the parties wish to amend the Agreement to revise certain terms of the Agreement as set forth herein in order to reduce Company costs on a temporary basis.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereto agree as follows:

1. Effective January 1, 2022, the Base Salary of \$390,000 is amended to increase such amount by 3% (the "Increase in Salary") and effective March 1, 2022, the Base Salary is reduced by \$80,340 (a 20% reduction) and such amounts ("Accrued Amounts") shall be accrued until such time as the Board of Directors determines to pay such Accrued Amounts, which the Company expects will not be until it has raised a minimum of \$15,000,000 (the "Funding Determination Date");
2. \$321,360 of such Base Salary shall be payable per the payroll practices of the Company in cash by the Company starting effective March 1, 2022 until the Funding Determination Date.
3. On the Funding Determination Date, Executive's salary shall increase to the Base Salary taking into account the Increase in Salary (with no accrual) and the Accrued Amounts shall be paid by the Company. In addition, at the discretion of the Board of the Directors, the Base Salary on the Funding Determination Date may be further increased by 2%.
4. Except to the extent modified hereby, the Agreement shall remain in full force and effect.
5. This Amendment shall be binding upon and inure to the benefit of the parties and their successors and assigns.
6. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

¹ https://www.sec.gov/Archives/edgar/data/0001690080/000121390021055978/ea149725ex10-1_180life.htm

IN WITNESS WHEREOF, the parties have caused the Amendment to be executed as of the date and year first referenced above.

The "Company"

Date: April 27, 2022

180 Life Sciences Corp.

By: /s/ Ozan Pamir

Its: CFO

Printed

Name: Ozan Pamir

The "Executive"

Date: April 15, 2022

By: /s/ Quan Vu

Quan Vu

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement ("Amendment"), dated April 27, 2022 and effective as of the same date, unless otherwise set forth below, is entered into by and between 180 Life Sciences Corp., a Delaware corporation (the "Company"), and Jonathan Rothbard ("Executive") (collectively, the Company and Executive are the "Parties").

WHEREAS, the Company and Executive have entered into an Employment Agreement, dated August 21, 2019, and effective November 6, 2020 (the "Agreement")¹, concerning the employment of Executive as Chief Scientific Officer of the Company;

WHEREAS, certain capitalized terms used below have the meanings given to such terms in the Agreement; and

WHEREAS, the parties wish to amend the Agreement to revise certain terms of the Agreement as set forth herein in order to reduce Company costs on a temporary basis.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereto agree as follows:

1. Effective January 1, 2022, the Base Salary of \$375,000 is amended to increase such amount by 3% (the "Increase in Salary") and effective March 1, 2022, the Base Salary is reduced by \$96,562.50 (a 25% reduction) and such amounts ("Accrued Amounts") shall be accrued until such time as the Board of Directors determines to pay such Accrued Amounts, which the Company expects will not be until it has raised a minimum of \$15,000,000 (the "Funding Determination Date");
2. \$289,687.50 of such Base Salary shall be payable per the payroll practices of the Company in cash by the Company starting effective March 1, 2022 until the Funding Determination Date.
3. On the Funding Determination Date, Executive's salary shall increase to the Base Salary taking into account the Increase in Salary (with no accrual) and the Accrued Amounts shall be paid by the Company. In addition, at the discretion of the Board of the Directors, the Base Salary on the Funding Determination Date may be further increased by 2%.
4. Any future increases to salary will be determined on an annual basis by the Company's board of directors at the recommendation of the Compensation Committee, and the annual 10% increases provided in the Agreement shall be overridden by such future determinations by the board of directors.
5. Except to the extent modified hereby, the Agreement shall remain in full force and effect.
6. This Amendment shall be binding upon and inure to the benefit of the parties and their successors and assigns.
7. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

¹ https://www.sec.gov/Archives/edgar/data/0001690080/000121390021036392/f10k2020ex10-44_180lifescien.htm

IN WITNESS WHEREOF, the parties have caused the Amendment to be executed as of the date and year first referenced above.

The "Company"

Date: April 27, 2022

180 Life Sciences Corp.

By: /s/ Ozan Pamir

Its: CFO

Printed

Name: Ozan Pamir

The "Executive"

Date: April 15, 2022

By: /s/ Jonathan Rothbard

Jonathan Rothbard

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement ("Amendment"), dated April 27, 2022 and effective as of the same date, unless otherwise set forth below, is entered into by and between Cannbiorex Pharma Ltd., a UK corporation (the "CBR") and a wholly owned subsidiary of 180 Life Sciences Corp. ("180 LS", together with CBR, the "Company"), and Marc Feldmann ("Executive") (collectively, the Company and Executive are the "Parties").

WHEREAS, the Company and Executive have entered into an Employment Agreement, dated May 31, 2018, and effective November 6, 2020 (the "Agreement"), concerning the employment of Executive as Chief Executive Officer of CBR;

WHEREAS, the 180LS board of directors approved an increase in compensation to \$225,000 per annum on November 16, 2021;

WHEREAS, certain capitalized terms used below have the meanings given to such terms in the Agreement; and

WHEREAS, the parties wish to amend the Agreement to revise certain terms of the Agreement as set forth herein in order to reduce Company costs on a temporary basis.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereto agree as follows:

- 1. Effective March 1, 2022, the Base Salary reduced by \$225,000 (a 100% reduction) and such amounts ("Accrued Amounts") shall be accrued until such time as the Board of Directors determines to pay such Accrued Amounts, which the Company expects will not be until it has raised a minimum of \$15,000,000 (the "Funding Determination Date"); and
2. On the Funding Determination Date, the Accrued Amounts shall be paid by the Company.
3. Except to the extent modified hereby, the Agreement shall remain in full force and effect.
4. This Amendment shall be binding upon and inure to the benefit of the parties and their successors and assigns.
5. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties have caused the Amendment to be executed as of the date and year first referenced above.

The "Company"

Date: April 27, 2022

180 Life Sciences Corp.

By: /s/ Ozan Pamir
Its: CFO
Printed
Name: Ozan Pamir

Cannbiorex Pharma Ltd

By: /s/ Ozan Pamir
Its: CFO
Printed
Name: Ozan Pamir

The "Executive"

Date: April 28, 2022

By: /s/ Marc Feldmann
Marc Feldmann

FIRST AMENDMENT TO CONSULTING AGREEMENT

This First Amendment to Consulting Agreement (“Amendment”), dated April 27, 2022 and effective as of the same date, unless otherwise set forth below, is entered into by and between 180 Life Sciences Corp., a Delaware corporation (the “Company”), and Lawrence Steinman (“Executive”) (collectively, the Company and Executive are the “Parties”).

WHEREAS, the Company and Executive have entered into a Consulting Agreement, dated November 17, 2021, and effective November 1, 2021 (the “Agreement”)¹, concerning the engagement of Executive as Co-Chairman of the Company;

WHEREAS, certain capitalized terms used below have the meanings given to such terms in the Agreement; and

WHEREAS, the parties wish to amend the Agreement to revise certain terms of the Agreement as set forth herein in order to reduce Company costs on a temporary basis.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereto agree as follows:

1. Effective March 1, 2022, the Salary is reduced by \$56,250 (a 25% reduction) and such amounts (“Accrued Amounts”) shall be accrued until such time as the Board of Directors determines to pay such Accrued Amounts, which the Company expects will not be until it has raised a minimum of \$15,000,000 (the “Funding Determination Date”); and
2. On the Funding Determination Date, the Accrued Amounts shall be paid by the Company.
3. Except to the extent modified hereby, the Agreement shall remain in full force and effect.
4. This Amendment shall be binding upon and inure to the benefit of the parties and their successors and assigns.
5. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an “Electronic Delivery”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

¹ https://www.sec.gov/Archives/edgar/data/0001690080/000121390021060424/ea150938ex10-1_180lifesci.htm

IN WITNESS WHEREOF, the parties have caused the Amendment to be executed as of the date and year first referenced above.

The “Company”

Date: April 27, 2022

180 Life Sciences Corp.

By: /s/ Ozan Pamir

Its: CFO

Printed

Name: Ozan Pamir

The “Executive”

Date: April 15, 2022

By: /s/ Lawrence Steinman

Lawrence Steinman

SECOND AMENDMENT TO CONSULTING AGREEMENT

This Second Amendment to Consulting Agreement ("Amendment"), dated April 27, 2022 and effective as of the same date, unless otherwise set forth below, is entered into by and between Cannbiorex Pharma Ltd., a UK corporation (the "Company"), and Jagdeep Nanchahal ("Consultant") (collectively, the Company and Consultant are the "Parties").

WHEREAS, the Company and the Consultant have entered into a First Amendment to Consultancy Agreement, dated March 31, 2021, and effective December 1, 2020 (the "Agreement")¹, concerning the engagement of the Consultant as Chair of Clinical Advisory Board of 180 Life Sciences Corp.;

WHEREAS, certain capitalized terms used below have the meanings given to such terms in the Agreement; and

WHEREAS, the parties wish to amend the Agreement to revise certain terms of the Agreement as set forth herein in order to reduce Company costs on a temporary basis.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereto agree as follows:

1. As outlined in the Agreement, upon acceptance of the data for the phase 2b clinical trial for Dupuytren's disease for publication, the monthly fee of the Consultant is increased to £23,000. During the month of March 2022, the data for the phase 2b clinical trial for Dupuytren's disease was accepted for publication, subject to editing and final approvals before an actual release date occurs. Therefore, the monthly fee was increased to £23,000, as of March 1, 2022 (the "Increase in Fees"), of which:
 - (a) £4,000 of the amount of the Increase in Fees, payable per the regular payroll practices (the "Accrued Amounts"), shall be accrued until the earlier of (i) the Company raising a minimum of \$15,000,000, or (ii) November 1, 2022 (the "Funding Determination Date"); and
 - (b) £19,000 per month of such Fees shall be payable per the payroll practices of the Company in cash by the Company starting effective March 1, 2022 until the Funding Determination Date.
 - (c) On the Funding Determination Date, the Accrued Amounts shall be paid by the Company.
2. Except to the extent modified hereby, the Agreement shall remain in full force and effect.
3. This Amendment shall be binding upon and inure to the benefit of the parties and their successors and assigns.
4. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

¹ https://www.sec.gov/Archives/edgar/data/0001690080/000121390021019967/ea138936ex10-2_180life.htm

IN WITNESS WHEREOF, the parties have caused the Amendment to be executed as of the date and year first referenced above.

The "Company"

Date: April 27, 2022

Cannbiorex Pharma Ltd.

By: /s/ Ozan Pamir

Its: CFO

Printed

Name: Ozan Pamir

The "Executive"

Date: April 27, 2022

By: /s/ Jagdeep Nanchahal

Jagdeep Nanchahal