

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 5)*

CV Sciences, Inc. (formerly CannaVEST Corp.)
(Name of Issuer)

Common Stock
(Title of Class of Securities)

137653101
(CUSIP Number)

Bart Mackay
6325 S. Jones Boulevard #500
Las Vegas, Nevada 89118
(801) 734-0263

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 28, 2016
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
Roen Ventures LLC	
2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	
(a) S	
(b) <input type="checkbox"/>	
3. SEC USE ONLY	
4. SOURCE OF FUNDS (See Instructions)	
OO	
5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
<input type="checkbox"/>	
6. CITIZENSHIP OR PLACE OF ORGANIZATION	
Nevada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER
	0 (1)
	8. SHARED VOTING POWER
	0
	9. SOLE DISPOSITIVE POWER
	0
	10. SHARED DISPOSITIVE POWER
	0
11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
0	
12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
<input type="checkbox"/>	
13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
0.0% (2)	
14. TYPE OF REPORTING PERSON (See Instructions)	
OO	

(1) Represents shares directly owned by Roen Ventures LLC (“Roen Ventures”), Mai Dun Limited LLC (“Mai Dun”) and Mercia Holdings LLC (“Mercia”) each own a 50% interest in Roen Ventures. Mackay Ventures LLC (“Mackay Ventures”), which is solely owned by Bart Mackay, owns a 99% interest in each of Mai Dun and Mercia, and Mr. Mackay owns the remaining 1% in each of Mai Dun and Mercia. Mr. Mackay is deemed to have shared voting and investment power over the shares owned by each of Roen Ventures, Mai Dun, Mercia and Mackay Ventures.

(2) Based on 40,210,159 shares of common stock outstanding as of December 30, 2015, based on 35,210,159 shares of common stock outstanding as of November 16, 2015, as reported in the Issuer’s Quarterly Report on Form 10-Q filed on November 16, 2015 and the issuance of 5,000,000 shares of common stock by the Issuer on December 30, 2015, as reported in the Issuer’s Current Report on Form 8-K filed on January 4, 2016.

1. NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Mai Dun Limited LLC

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

(a) S
(b) £

3. SEC USE ONLY

4. SOURCE OF FUNDS (See Instructions)

OO

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Nevada

7. SOLE VOTING POWER

5,463,162

8. SHARED VOTING POWER

0 (1)

9. SOLE DISPOSITIVE POWER

5,463,162

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,463,162

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13.6% (2)

14. TYPE OF REPORTING PERSON (See Instructions)

OO

NUMBER OF SHARES
BENEFICIALLY OWNED
BY EACH REPORTING
PERSON WITH

(1) Represents Mai Dun's 50% ownership interest in the shares held by Roen Ventures.
(2) Based on 40,210,159 shares of common stock outstanding as of December 30, 2015, based on 35,210,159 shares of common stock outstanding as of November 16, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q filed on November 16, 2015 and the issuance of 5,000,000 shares of common stock by the Issuer on December 30, 2015, as reported in the Issuer's Current Report on Form 8-K filed on January 4, 2016.

1. NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
Mercia Holdings LLC	
2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	
(a) S (b) £	
3. SEC USE ONLY	
4. SOURCE OF FUNDS (See Instructions)	
OO	
5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
<input type="checkbox"/>	
6. CITIZENSHIP OR PLACE OF ORGANIZATION	
Nevada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER
	0
	8. SHARED VOTING POWER
	0 (1)
	9. SOLE DISPOSITIVE POWER
	0
	10. SHARED DISPOSITIVE POWER
	0
	11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
	0
12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
<input type="checkbox"/>	
13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
0.0% (2)	
14. TYPE OF REPORTING PERSON (See Instructions)	
OO	

(1) Represents Mercia's 50% ownership interest in the shares held by Roen Ventures.
(2) Based on 40,210,159 shares of common stock outstanding as of December 30, 2015, based on 35,210,159 shares of common stock outstanding as of November 16, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q filed on November 16, 2015 and the issuance of 5,000,000 shares of common stock by the Issuer on December 30, 2015, as reported in the Issuer's Current Report on Form 8-K filed on January 4, 2016.

1. NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
Mackay Ventures LLC	
2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	
(a) S (b) £	
3. SEC USE ONLY	
4. SOURCE OF FUNDS (See Instructions)	
OO	
5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
<input type="checkbox"/>	
6. CITIZENSHIP OR PLACE OF ORGANIZATION	
Utah	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER
	618,564
	8. SHARED VOTING POWER
	5,408,530 (1)
	9. SOLE DISPOSITIVE POWER
	618,564
	10. SHARED DISPOSITIVE POWER
	5,408,530
	11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
	6,027,094
12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
<input type="checkbox"/>	
13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
15.0% (2)	
14. TYPE OF REPORTING PERSON (See Instructions)	
OO	

(1) Represents Mackay Ventures' 99% ownership interest in Mai Dun and Mercia.
(2) Based on 40,210,159 shares of common stock outstanding as of December 30, 2015, based on 35,210,159 shares of common stock outstanding as of November 16, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q filed on November 16, 2015 and the issuance of 5,000,000 shares of common stock by the Issuer on December 30, 2015, as reported in the Issuer's Current Report on Form 8-K filed on January 4, 2016.

1. NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
Bart Mackay	
2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	
(a) S	
(b) £	
3. SEC USE ONLY	
4. SOURCE OF FUNDS (See Instructions)	
OO	
5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
<input type="checkbox"/>	
6. CITIZENSHIP OR PLACE OF ORGANIZATION	
United States	
7. SOLE VOTING POWER	
75,000	
8. SHARED VOTING POWER	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	6,081,726 (1)
9. SOLE DISPOSITIVE POWER	
75,000	
10. SHARED DISPOSITIVE POWER	
6,081,726	
11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
6,156,726	
12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
<input type="checkbox"/>	
13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
15.3% (2)	
14. TYPE OF REPORTING PERSON (See Instructions)	
IN	

(1) Represents shares directly owned by Mai Dun and Mackay Ventures. Mackay Ventures, which is solely owned by Mr. Mackay, owns a 99% interest in each of Mai Dun and Mercia, and Mr. Mackay owns the remaining 1% in each of Mai Dun and Mercia. Mr. Mackay is deemed to have shared voting and investment power over the shares owned by each of Roen Ventures, Mai Dun, Mercia and Mackay Ventures.

(2) Based on 40,210,159 shares of common stock outstanding as of December 30, 2015, based on 35,210,159 shares of common stock outstanding as of November 16, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q filed on November 16, 2015 and the issuance of 5,000,000 shares of common stock by the Issuer on December 30, 2015, as reported in the Issuer's Current Report on Form 8-K filed on January 4, 2016.

ITEM 1. SECURITY AND ISSUER

This Amendment No. 5 (this “Amendment”) amends and supplements the statement on Schedule 13D filed on behalf of the Reporting Persons (as defined below) with the Securities and Exchange Commission (“SEC”) on November 30, 2012, as amended by each of Amendment No. 1 thereto filed with the SEC on February 21, 2013, Amendment No. 2 thereto filed with the SEC on July 28, 2014, Amendment No. 3 thereto filed with the SEC on August 25, 2015, and Amendment No. 4 thereto filed with the SEC on January 20, 2016 (collectively, the “Statement”). This Amendment relates to the common stock, no par value per share (the “Common Stock”), of CV Sciences, Inc., formerly CannaVEST Corp., a Delaware corporation (the “Issuer”). The address of the principal executive office of the Issuer is 2688 South Rainbow Boulevard, Suite B, Las Vegas, Nevada 89146.

Except as specifically amended by this Amendment, the disclosure in the Statement remains in full force and effect. Capitalized terms used in this Amendment but not otherwise defined shall have the meanings given to such terms in the Statement.

ITEM 2. IDENTITY AND BACKGROUND

Item 2 of the Statement is hereby amended and restated in its entirety as follows:

(a) This Statement is filed on behalf of Roen Ventures LLC, a Nevada limited liability company (“Roen Ventures”), Mai Dun Limited LLC, a Nevada limited liability company (“Mai Dun”), Mercia Holdings LLC, a Nevada limited liability company (“Mercia”), Mackay Ventures LLC, a Utah limited liability company and formerly known as Mackay Ventures, Inc. (“Mackay Ventures”), and Bart Mackay, a natural person (“Mr. Mackay”). Roen Ventures, Mai Dun, Mercia, Mackay Ventures and Mr. Mackay are referred to collectively as the “Reporting Persons.”

(b) The business address for each of Roen Ventures, Mai Dun, Mercia and Mr. Mackay is 6325 S. Jones Boulevard #500, Las Vegas, Nevada 89118. The business address for Mackay Ventures is 1193 S. 2100 E., Springville, Utah 84663.

(c) The principal business of each of Roen Ventures, Mai Dun and Mercia consists of owning shares of the Issuer. In addition to owning shares of the Issuer, Mackay Ventures is engaged in the business of business, management, and strategic consulting, rendering services to various non-affiliated business and technology clients and also owns shares or ownership interest in various business ventures that are not affiliated with the Issuer. Mai Dun and Mercia are the only members of Roen Ventures, and Mackay Ventures (99%) and Mr. Mackay (1%) are the sole members of each of Mai Dun and Mercia. Mr. Mackay is a self-employed attorney and is the manager of each of Roen Ventures, Mai Dun, Mercia and Mackay Ventures, with sole authority to take action on behalf of each of Roen Ventures, Mai Dun, Mercia and Mackay Ventures.

(d) During the last five years, the Reporting Persons have not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, the Reporting Persons have not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation of such laws.

(f) Each of Roen Ventures, Mai Dun and Mercia are formed in Nevada and Mackay Ventures is formed in Utah. Mr. Mackay is a citizen of the United States.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 of the Statement is hereby amended to add the following paragraphs:

On October 1, 2014, the Board of Directors of the Issuer approved an award of 25,000 shares of the Issuer’s Common Stock (the “2014 Stock Award”) to Mr. Mackay pursuant to a Stock Award Agreement under the Issuer’s Amended and Restated 2013 Equity Incentive Plan, dated October 1, 2014 (the “2014 Award Agreement”). The consideration for the 2014 Stock Award was Mr. Mackay’s service on the Board through the date of the 2014 Award Agreement. The 2014 Award Agreement states that the value of the services provided, and the amount of compensation related to the receipt of the 2014 Stock Award is \$70,500 which is equal to the fair market value of the 2014 Stock Award.

On March 16, 2015, the Board of Directors of the Issuer approved an award of 25,000 shares of the Issuer’s Common Stock (the “2015 Stock Award”) to Mr. Mackay pursuant to a Stock Award Agreement under the Issuer’s Amended and Restated 2013 Equity Incentive Plan, dated March 16, 2015 (the “2015 Award Agreement”). The consideration for the 2015 Stock Award was Mr. Mackay’s service on the Board from November 26, 2013 through November 26, 2014. The 2015 Award Agreement states that the value of the services provided, and the amount of compensation related to the receipt of the 2015 Stock Award is \$69,250 which is equal to the fair market value of the 2015 Stock Award.

Based on the Court's decision and pursuant to the Settlement Agreement, Roen Ventures effected the transfer of 1,600,000 shares of Common Stock to Far West on February 28, 2016.

ITEM 4. PURPOSE OF TRANSACTION

Item 4 of the Statement is supplemented as follows:

Based on the Court's decision and pursuant to the Settlement Agreement, Roen Ventures effected the transfer of 1,600,000 shares of Common Stock to Far West on February 28, 2016.

The securities of the Issuer were acquired for investment in the ordinary course of the Reporting Persons' business and not with the purpose nor with the effect of changing or influencing control of the Issuer nor in connection with or as a participant in any transaction having such purpose or effect. See Item 3 of this Statement, which is hereby incorporated by reference in this Item 4.

Except to the extent the foregoing may be deemed a plan or proposal, the Reporting Persons have no present plan or proposal which relates to, or could result in, any of the events referred to in paragraphs (a) through (j), inclusive, of Item 4 of Schedule 13D. The Reporting Person may, at any time and from time to time, review or reconsider their position and/or change their purpose.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5(a) of the Statement is hereby amended and restated in its entirety as follows:

(a) The responses of the Reporting Persons to Rows (7) through (11) of the cover pages of this Statement are incorporated herein by reference. The percentages set forth in Row 13 of the cover pages and this Item 5(a) assumes that 40,210,159 shares of Common Stock were outstanding as of December 30, 2015, based on 35,210,159 shares of Common Stock outstanding as of November 16, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q filed on November 16, 2015 and the issuance of 5,000,000 shares of Common Stock by the Issuer on December 30, 2015, as reported in the Issuer's Current Report on Form 8-K filed on January 4, 2016.

Item 5(b) of the Statement is hereby amended and restated in its entirety as follows:

(b) The responses of the Reporting Persons to Rows (7) through (11) of the cover pages of this Statement are incorporated herein by reference.

Item 5(c) of the Statement is hereby amended and restated in its entirety as follows:

(c) Other than as set forth in Items 3 and 4 of this Statement, which are hereby incorporated by reference in this Item 5(c), the Reporting Persons have not effected any transaction relating to the Issuer's Common Stock during the past 60 days or since the filing of the Statement.

Item 5(e) of the Statement is hereby amended to add the following paragraphs:

On January 6, 2016, Roen Ventures ceased to be the beneficial owner of more than 5% of Common Stock.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Item 6 of the Statement is hereby amended to add the following paragraph:

Pursuant to the terms of the operating agreement of Mackay Ventures, the manager of Mackay Ventures (which is Mr. Mackay) has the sole authority to act on behalf of Mackay Ventures with respect to the shares of Common Stock of the Issuer. Other than the foregoing and as set forth in Item 3 and Item 4 of this Statement, which are hereby incorporated by reference in this Item 6, the Reporting Persons are not subject to any contracts, arrangements, understandings or relationships with respect to the securities of the Issuer.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Item 7 of the Statement is hereby amended to add the following exhibit:

Exhibit 11	Joint Filing Agreement
Exhibit 12	Stock Award Agreement, dated as of October 1, 2014
Exhibit 13	Stock Award Agreement, dated as of March 16, 2015

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: April 11, 2016

MAI DUN LIMITED LLC

By: /s/ Bart Mackay
Bart Mackay, Manager

MERCIA HOLDINGS LLC

By: /s/ Bart Mackay
Bart Mackay, Manager

ROEN VENTURES LLC

By: /s/ Bart Mackay
Bart Mackay, Manager

MACKAY VENTURES LLC

By: /s/ Bart Mackay
Bart Mackay, Manager

/s/ Bart Mackay
Bart Mackay

JOINT FILING UNDERTAKING

The undersigned, being authorized thereunto, hereby execute this agreement as an exhibit to this Schedule 13D/A to evidence the agreement of the below-named parties, in accordance with rules promulgated pursuant to the Securities Exchange Act of 1934, as amended, to file this Schedule jointly on behalf of each of such parties.

Date: April 11, 2016

MAI DUN LIMITED LLC

By: /s/ Bart Mackay
Bart Mackay, Manager

MERCIA HOLDINGS LLC

By: /s/ Bart Mackay
Bart Mackay, Manager

ROEN VENTURES LLC

By: /s/ Bart Mackay
Bart Mackay, Manager

MACKAY VENTURES LLC

By: /s/ Bart Mackay
Bart Mackay, Manager

/s/ Bart Mackay
Bart Mackay

CANAVEST CORP.

**Stock Award Agreement
Under
Amended and Restated 2013 Equity Incentive Plan**

THIS STOCK AWARD AGREEMENT (the "Agreement") is entered into as of October 1, 2014 by and between Bart Mackay (hereinafter referred to as "Grantee") and CannaVEST Corp., a Delaware corporation (hereinafter referred to as the "Company"), pursuant to the Company's Amended and Restated 2013 Equity Incentive Plan (the "Plan"). Any capitalized term not defined herein shall have the same meaning ascribed to it in the Plan.

RECITALS:

A. Grantee is an employee, director or consultant of the Company, and in connection therewith has rendered services for and on behalf of the Company or an Affiliate.

B. The Company desires to issue shares of the Company's Common Stock to Grantee for the consideration set forth herein to compensate Grantee for past services to the Company and/or to provide an incentive for Grantee to remain a service provider of the Company and to exert added effort towards its growth and success.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the parties agree as follows:

1. **Issuance of Shares.** The Company hereby offers to issue to Grantee Twenty-Five Thousand (25,000) shares of Common Stock of the Company (the "Shares") on the terms and conditions herein set forth.

Unless this offer is earlier revoked in writing by the Company, Grantee shall have ten (10) days from the date of the delivery of this Agreement to Grantee to accept the offer of the Company by executing and delivering to the Company two copies of this Agreement, without condition or reservation of any kind whatsoever, together with the consideration to be delivered by Grantee pursuant to Section 2 below, if applicable. If the Grantee does not accept the offer represented by this Agreement as set forth above within ten (10) days, such offer shall be null and void.

2. **Consideration; Reporting.** The consideration for the grant of the Shares shall be the services already rendered to the Company by the Grantee. The total value of the services provided, and the amount of compensation related to the receipt of the Shares reported to tax authorities for 2014, is \$70,500, which is equal to the aggregate Fair Market Value of the Shares.
3. **Vesting of Shares.** The Shares shall be fully vested as of the date of this Agreement.
4. **No Right to Continued Service.** The issuance of the Shares does not confer upon Grantee any right to continue as an Employee or Director of, or Consultant to, the Company or an Affiliate, nor does it limit in any way the right of the Company or an Affiliate to terminate Grantee's employment or other relationship with the Company or an Affiliate, at any time, with or without cause.
5. **Tax Consequences.** Grantee understands that Grantee (and not the Company) shall be responsible for the Grantee's own tax liability that may arise as a result of the grant of the Shares. Grantee represents that Grantee has consulted any tax consultants Grantee deems advisable in connection with the receipt of the Shares and that Grantee is not relying on the Company or the Company's counsel for any tax advice. The Company intends to report the value of the Shares granted, at the value describe in Section 2, to appropriate tax authorities. The Company has the authority to require Grantee to remit to the Company an amount sufficient to satisfy all federal, state, and local taxes required by law to be withheld with respect to any taxable event arising as a result of the receipt of the Shares.

6. Miscellaneous.

- (a) This Agreement shall bind and inure to the benefit of the parties' heirs, legal representatives, successors and permitted assigns.
- (b) This Agreement and the Plan constitute the entire agreement between the parties pertaining to the subject matter contained herein and they supersede all prior and contemporaneous agreements, representations and understandings of the parties. A copy of the Plan has been delivered to Grantee and also may be inspected by Grantee at the principal office of the Company, and Grantee hereby consents to receive any updates to the Plan or Plan prospectus electronically. The parties agree that the entire text of the Plan is incorporated by reference as if copied herein. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. In the event there exists any conflict or discrepancy between any of the terms in the Plan and this Agreement, the terms of the Plan shall be controlling. A copy of the Plan has been delivered to Grantee and also may be inspected by Grantee at the principal office of the Company.
- (c) By execution of this Agreement, Grantee consents to the delivery of any notice to the stockholders given by the Company in the form of an electronic transmission, pursuant to, and as described in, Section 232 of the Delaware General Corporation Law.
- (d) Should any portion of the Plan or this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.
- (e) All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at its principal executive office, and to Grantee at the address set forth on the signature page to this Agreement, or at such other address as the Company or Grantee may designate by ten (10) days advance written notice to the other party hereto.
- (f) By executing the Agreement, the Company and Grantee waive their respective rights hereunder to have any such disputes or claims tried by a judge or jury.
- (g) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument.
- (h) This Agreement shall be construed according to the laws of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE COMPANY:

GRANTEE:

CANNAVEST CORP.

By: /s/ Joseph Dowling _____

/s/ Bart Mackay _____

Name: Joseph Dowling

Bart Mackay
(Print Name)

Title: Chief Financial Officer

Address:

CANNAVEST CORP.

**Stock Award Agreement
Under
Amended and Restated 2013 Equity Incentive Plan**

THIS STOCK AWARD AGREEMENT (the "Agreement") is entered into as of March 16, 2015 by and between Bart Mackay (hereinafter referred to as "Grantee") and CannaVEST Corp., a Delaware corporation (hereinafter referred to as the "Company"), pursuant to the Company's Amended and Restated 2013 Equity Incentive Plan (the "Plan"). Any capitalized term not defined herein shall have the same meaning ascribed to it in the Plan.

RECITALS:

A. Grantee is an employee, director or consultant of the Company, and in connection therewith has rendered services for and on behalf of the Company or an Affiliate.

B. The Company desires to issue shares of the Company's Common Stock to Grantee for the consideration set forth herein to compensate Grantee for past services to the Company and/or to provide an incentive for Grantee to remain a service provider of the Company and to exert added effort towards its growth and success.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the parties agree as follows:

1. **Issuance of Shares.** The Company hereby offers to issue to Grantee Twenty-Five Thousand (25,000) shares of Common Stock of the Company (the "Shares") on the terms and conditions herein set forth.

Unless this offer is earlier revoked in writing by the Company, Grantee shall have ten (10) days from the date of the delivery of this Agreement to Grantee to accept the offer of the Company by executing and delivering to the Company two copies of this Agreement, without condition or reservation of any kind whatsoever, together with the consideration to be delivered by Grantee pursuant to Section 2 below, if applicable. If the Grantee does not accept the offer represented by this Agreement as set forth above within ten (10) days, such offer shall be null and void.

2. **Consideration; Reporting.** The consideration for the grant of the Shares shall be the services already rendered to the Company by the Grantee; specifically, service on the Company's Board of Directors from November 26, 2013 through November 26, 2014. The total value of the services provided, and the amount of compensation related to the receipt of the Shares reported to tax authorities for 2014, is \$69,250, which is equal to the aggregate Fair Market Value of the Shares.
3. **Vesting of Shares.** The Shares shall be fully vested as of the date of this Agreement.
4. **No Right to Continued Service.** The issuance of the Shares does not confer upon Grantee any right to continue as an Employee or Director of, or Consultant to, the Company or an Affiliate, nor does it limit in any way the right of the Company or an Affiliate to terminate Grantee's employment or other relationship with the Company or an Affiliate, at any time, with or without cause.
5. **Tax Consequences.** Grantee understands that Grantee (and not the Company) shall be responsible for the Grantee's own tax liability that may arise as a result of the grant of the Shares. Grantee represents that Grantee has consulted any tax consultants Grantee deems advisable in connection with the receipt of the Shares and that Grantee is not relying on the Company or the Company's counsel for any tax advice. The Company intends to report the value of the Shares granted, at the value describe in Section 2, to appropriate tax authorities. The Company has the authority to require Grantee to remit to the Company an amount sufficient to satisfy all federal, state, and local taxes required by law to be withheld with respect to any taxable event arising as a result of the receipt of the Shares.

6. Miscellaneous.

- (a) This Agreement shall bind and inure to the benefit of the parties' heirs, legal representatives, successors and permitted assigns.
- (b) This Agreement and the Plan constitute the entire agreement between the parties pertaining to the subject matter contained herein and they supersede all prior and contemporaneous agreements, representations and understandings of the parties. A copy of the Plan has been delivered to Grantee and also may be inspected by Grantee at the principal office of the Company, and Grantee hereby consents to receive any updates to the Plan or Plan prospectus electronically. The parties agree that the entire text of the Plan is incorporated by reference as if copied herein. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. In the event there exists any conflict or discrepancy between any of the terms in the Plan and this Agreement, the terms of the Plan shall be controlling. A copy of the Plan has been delivered to Grantee and also may be inspected by Grantee at the principal office of the Company.
- (c) By execution of this Agreement, Grantee consents to the delivery of any notice to the stockholders given by the Company in the form of an electronic transmission, pursuant to, and as described in, Section 232 of the Delaware General Corporation Law.
- (d) Should any portion of the Plan or this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.
- (e) All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at its principal executive office, and to Grantee at the address set forth on the signature page to this Agreement, or at such other address as the Company or Grantee may designate by ten (10) days advance written notice to the other party hereto.
- (f) By executing the Agreement, the Company and Grantee waive their respective rights hereunder to have any such disputes or claims tried by a judge or jury.
- (g) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument.
- (h) This Agreement shall be construed according to the laws of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE COMPANY:

GRANTEE:

CANNAVEST CORP.

By: /s/ Joseph Dowling _____

/s/ Bart Mackay _____

Name: Joseph Dowling

Bart Mackay

(Print Name)

Title: Chief Financial Officer

Address:
