

AMENDED EQUITY PARTICIPATION AND EARN-IN AGREEMENT

THIS AGREEMENT is dated as of the 11th day of October, 2018 (the “**Amendment**”)

BETWEEN:

PUF VENTURES INC., a company duly existing under the laws of British Columbia and having its head office at 804 – 750 West Pender Street, Vancouver, British Columbia, V6C 2T7;

(hereinafter referred to as “**PUF**”)

AND:

1180782 B.C. LTD. operating as DELTA ORGANIC CANNABIS CORP., a company duly existing under the laws of British Columbia;

(hereinafter referred to as “**DOCC**”)

(collectively, the “**Parties**”)

WHEREAS:

A. PUF entered into an equity participation and earn-in agreement dated September 25, 2018 with DOCC (the “**Agreement**”) whereby DOCC wished to acquire an equity interest in PUF by committing up to \$40 million for the furtherance of the lease obligations, construction expenses, and operational expenses of Houwelings Delta propagation facility, and that PUF desired to grant to DOCC an option to acquire up to 19.9% of outstanding common shares of PUF and a 20% interest in Propagation Services Canada Inc. pursuant to the terms and conditions thereof; and

B. The Parties hereto wish to extend the deadline for the first advance of funds by DOCC to PUF from October 8, 2018 to October 17, 2018.

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and premises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Paragraph 1.1(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(a) On or before October 17, 2018, DOCC shall advance \$12,500,000 in subscription proceeds in exchange for **5,572,755** Common Shares, such funds to be remitted to PSC by PUF and allocated exclusively for the pre-paid lease on the Facility (\$10,000,000), other long lead items in respect of the improvements on the Facility (\$2,500,000), and such other use of proceeds as more fully described in Schedule I attached hereto.”
2. In all other respects the Agreement shall continue in full force and effect.
3. This Amendment shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

4. This Amendment may be executed in any number of counterparts and by facsimile with the same effect as if all Parties to this Agreement had signed the same document and all counterparts will be construed together and will constitute one and the same instrument and any facsimile signature shall be taken as an original.

IN WITNESS WHEREOF the Parties have executed this Amendment as of the day and year first set above.

**1180782 B.C. LTD. operating as
DELTA ORGANIC CANNABIS CORP.**

Per:

“Christopher MacIntyre”

Christopher MacIntyre,
President

PUF VENTURES INC.

Per:

“Derek Ivany”

Derek Ivany,
Chief Executive Officer