

## FIFTH AMENDMENT TO EQUITY PURCHASE AGREEMENT

**THIS FIFTH AMENDMENT TO EQUITY PURCHASE AGREEMENT** (this "Amendment"), dated as of June 7, 2019 (the "Effective Date"), is entered into by and among Mark Smith, Daniel Griffin (each, "Seller" and together, the "Sellers"), Mark Smith, in his capacity as Sellers' Representative (the "Sellers' Representative"), Cannapunch of Nevada 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, 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"), a First Amendment to the Equity Purchase Agreement dated October 31, 2018, a Second Amendment to the Equity Purchase Agreement dated February 25, 2019, a Third Amendment to the Equity Purchase Agreement dated March 6, 2019, and a Fourth Amendment to the Equity Purchase Agreement, dated May 24, 2019 (collectively, the "Prior Amendments"). Each capitalized term used but not defined in this Amendment shall have the meaning assigned in the Purchase Agreement.

B. After the signing of the Purchase Agreement, the Parties determined that two brands that were subsequently added to the Company (namely, Dutch Girl and Nordic Goddess, the "New Brands") have recently begun to contribute to the Company's revenue but were not accounted for in the Parties' mutual determination of the Purchase Price under the Purchase Agreement.

C. The Parties now desire to adjust the Purchase Price reflected in the Purchase Agreement as set forth herein to better reflect the agreement among the Parties and the financial contribution of the New Brands.

**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. **Purchase Price.** The Purchase Price in the Purchase Agreement is hereby increased by \$500,000 to an aggregate of \$17,250,000 to reflect the contribution of the New Brands to the financial performance of the Company.

2. **Issuance of Exchangeable Shares.** The increased Purchase Price shall be paid by Buyer to Sellers in the form of the issuance of an additional 32,071 Exchangeable Shares to the Sellers promptly after the date of this Amendment. The following shall be added to the Purchase Agreement as Section 2.3(c)(iv):

"Promptly following the Closing, Buyer will issue to sellers an additional US\$500,000 in Exchangeable Shares (which the Parties have agreed will be valued at Cdn.\$21.00 per share)(using the Bank of Canada Exchange Rate on June 3, 2019), with half the shares

subject to a six (6) month lock-up and half the shares subject to a twelve (12) month lock-up, in favor of SPAC such that they will not be able to be sold, transferred, pledged, exchanged or otherwise dealt with, directly or indirectly (including derivatives), without the SPAC's prior written consent for the requisite periods after Closing, and will be subject to the lock-up agreement referenced in Section 2.3(c)(ii) and (iii)."

3. **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.

4. **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.

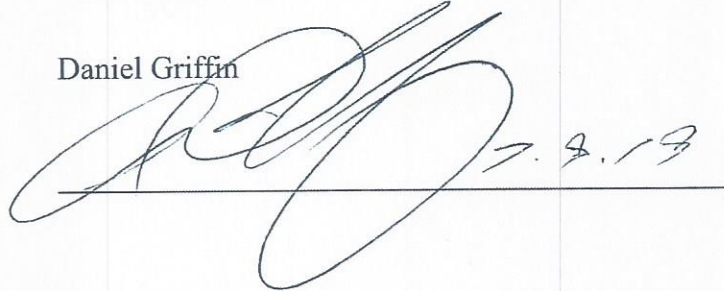
**SELLERS**

Mark Smith



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Daniel Griffin

  
7.9.19

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**COMPANY**

**Cannapunch of Nevada LLC**

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

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

**SELLERS**

Mark Smith

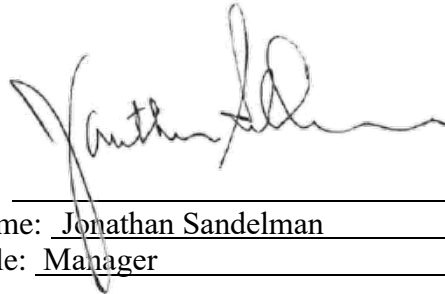
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Daniel Griffin

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**COMPANY**

**Cannapunch of Nevada LLC**



By: \_\_\_\_\_  
Name: Jonathan Sandelman  
Title: Manager

**BUYER**

CSAC ACQUISITION INC.



By:

\_\_\_\_\_  
Name: Jonathan Sandelman  
Title: President

**SPAC**

AYR STRATEGIES INC. (f/k/a CANNABIS  
STRATEGIES ACQUISITION CORP.)



By:

\_\_\_\_\_  
Name: Jonathan Sandelman  
Title: CEO