

THIRD AMENDMENT TO EQUITY PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO EQUITY PURCHASE AGREEMENT (this “Amendment”), dated as of May 22, 2019 (the “Effective Date”), is entered into by and among The Canopy NV, LLC, a Nevada limited liability company (the “Seller”), Lemon Aide, LLC, a Nevada limited liability company doing business as “MYNT cannabis Dispensary”, Kynd-Strainz, LLC, a Nevada limited liability company doing business as “MYNT cannabis Dispensary” (each, a “Company” and together, the “Companies”), CSAC Acquisition Inc., a Nevada corporation (“Buyer”), and Cannabis Strategies Acquisition Corp, an Ontario corporation (the “SPAC”). Seller, the Companies, 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”), as amended. 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. **Amendment.** The first phrase in the first sentence in Section 2.1(d) which reads:

“Notwithstanding anything to the contrary in this Agreement, if pursuant to Sections 7.1(a) or 7.1(c) Buyer is unable to complete the transactions contemplated in Sections 2.1(a) and (b) resulting in a loss of a material portion of the economic benefits from one or two of the Retained Licenses (and the corresponding Retained Inventory),”;

shall be replaced with the following:

“Notwithstanding anything to the contrary in this Agreement, if pursuant to Sections 7.1(a) or 7.1(c) Buyer is unable to complete the transactions contemplated in Sections 2.1(a), (b) or (c) resulting in a loss of a material portion of the economic benefits from one or two of the Retained Licenses (and the corresponding Retained Inventory),”.

2. **Ratification.** The Parties agree that the Exchange 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.

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

SELLER


The Canopy NV, LLC, a Nevada limited liability company

By: 
Name: Mark E. Pitchford
Title: Manager

COMPANIES

Lemon Aide, LLC, a Nevada limited liability company
doing business as "MYNT Cannabis Dispensary"

By: The Canopy NV, LLC
Its: Manager

By: 
Name: Mark E. Pitchford
Title: Manager

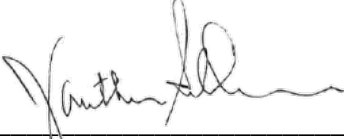
Kynd-Strainz, LLC a Nevada limited liability company
doing business as "MYNT Cannabis Dispensary"

By: The Canopy NV, LLC
Its: Manager

By: 
Name: Mark E. Pitchford
Title: Manager

BUYER

CSAC ACQUISITION INC.

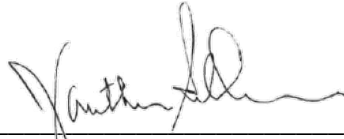
By:  _____

Name: Jonathan Sandelman

Title: President

SPAC

CANNABIS STRATEGIES ACQUISITION CORP.

By:  _____

Name: Jonathan Sandelman

Title: CEO