FOURTH AMENDMENT TO EQUITY PURCHASE AGREEMENT

THIS FOURTH AMENDMENT TO EQUITY PURCHASE AGREEMENT (this "Amendment"), dated as of May 24, 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, and a Third Amendment to the Equity Purchase Agreement dated March 6, 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. Subsequent to the signing of the Purchase Agreement, the Parties determined that it is no longer necessary for the Company and the Sellers to complete the Pre-Closing Restructuring contemplated in Section 2.1(a) of the Purchase Agreement

C. The Parties now desire to amend the Purchase Agreement as set forth herein to better reflect the agreement among the Parties.

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. **Membership Interests.** To the extent that there are membership interests being transferred to the Buyer from the Sellers under the Purchase Agreement, such membership interests shall be of the Company and not of Newco.

2. **Rollover Equity Interests.** The defined term "Rollover Equity Interests" shall be deleted from Section 1.1(ttt) of the Purchase Agreement and replaced with the following:

> "Rollover Equity Interests" means such Equity Interests designed as Rollover Equity Interests set forth next to Sellers' names on Schedule 4.3(c) of the Company Disclosure Schedules.

3. **Pre-Closing Restructuring; Sale of Newco Interests; Contribution of Rollover Equity Interests.** Section 2.1 of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

2.1. Sale of Newco Interests; Contribution of Rollover Equity Interests. Subject to the terms and conditions contained in this Agreement, the Parties will effectuate the following transactions:

(a) Intentionally omitted.

(b) On the Closing Date, Sellers will (i) sell, convey, transfer, assign, and deliver to Buyer, and Buyer will acquire from Sellers, all of the issued and outstanding Equity Interest in the Company, other than the Rollover Equity Interests, and (ii) contribute, convey, transfer, assign and deliver to Buyer the Rollover Equity Interests in exchange for Exchangeable Shares, in each case under the foregoing clauses (i) and (ii) free and clear of any Encumbrances (other than Encumbrances arising under applicable federal and state securities Law). The Parties intend that such contribution of the Rollover Equity Interests and the issuance of the Exchangeable Shares to Sellers will constitute a non-taxable exchange pursuant to Section 351 of the Code and applicable state law, and the Parties will report the contribution and issuance for income tax purposes consistently therewith.

(c) Intentionally omitted.

(d) Intentionally omitted.

4. **Purchase Price; Rollover Consideration.** Section 2.2 of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

2.2. Purchase Price; Rollover Consideration.

(a) As consideration for the sale, conveyance, transfer, assignment and delivery of the Equity Interests, Buyer will pay to Sellers' Representative, for the benefit of Sellers, an amount equal to the following:

(i) the Purchase Price, minus

(ii) the principal amount of the Promissory Note, minus

(iii) the aggregate dollar value of the Exchangeable Shares to be issued to Sellers' Representative under Section 2.3(c) and, if applicable, Section 6.14(a), minus

(iv) any applicable withholding taxes required under the Code or any applicable Law (provided, that Buyer will notify Sellers' Representative in advance of any such deduction or withholding to the extent reasonably practicable).

The amount resulting from the calculation of the foregoing clauses (i)-(iv) of this Section 2.2 is referred to as the "Closing Cash Payment". The Sellers' Representative will be responsible for immediately paying the amount of Indebtedness of the Company on the Closing Date not satisfied immediately prior to the Closing Date (the "Closing Indebtedness") and the Seller Transaction Expenses, each from the Closing Cash Payment.

(b) In exchange for Sellers' contribution of the Rollover Equity Interests to Buyer, Buyer will issue the Exchangeable Shares to Sellers.

5. **Payments by Buyer.** Section 2.3 of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

2.3. **Payments by Buyer.** Buyer will (i) pay to Sellers the purchase consideration set forth in Section 2.2(a) against delivery of duly executed membership unit or interest powers in form satisfactory to Buyer with respect to the sale of the Equity Interests except the Rollover Equity Interests and (ii) issue the Exchangeable Shares, against delivery of duly executed membership unit or interest powers in form satisfactory to Buyer with respect to the contribution of Rollover Equity Interests, which such Equity Interests and Rollover Equity Interests will be free and clear of all Encumbrances (other than Encumbrances arising under applicable federal and state securities Law), as follows:

(a) On the Closing Date:

(i) the Closing Cash Payment will be paid by Buyer to Sellers' Representative for the benefit of Sellers in cash by wire transfer to such accounts as Sellers' Representative may designate in writing to Buyer in advance of the Closing; and

(ii) the Closing Indebtedness and the Seller Transaction Expenses will be paid (on behalf of the Company or the Sellers) by Sellers' Representative from the Closing Cash Payment in cash by wire transfer to the applicable holders or payees thereof, and Sellers' Representative will obtain and deliver to Buyer debt payoff letters evidencing the outstanding amounts of the Closing Indebtedness as Buyer may reasonably request; and

(b) On the Closing Date, the Promissory Note will be delivered to Sellers' Representative, for the benefit of the Sellers, in the principal amount of US $2,000,000. The Promissory Note will be guaranteed by the SPAC and secured by a first priority (subject to the immediately following sentence) lien on the assets of Equity (including the Transferred Assets). Such security interest of Sellers' Representative will be subordinated to any bona fide senior bank credit facility of the SPAC, Buyer or Equity from time to time; provided that the provider or issuer of such senior bank credit facility is not an Affiliate of the SPAC or Buyer, nor any of their respective owners, directors, officers, managers, or employees).

(c) On the Closing Date:

(i) The Exchangeable Shares valued at US $14,000,000 (which the Parties have agreed will be valued at Cdn.$21.00 per share will be registered in Sellers' names (as further set forth in subparagraphs (ii) and (iii) below) in exchange for the contribution of the Rollover Equity Interests;

(ii) 433,334 Exchangeable Shares will be issued and be subject to a six (6) month lock-up agreement in favor of the SPAC such that they will not be able to be sold, transferred, pledged, exchanged or otherwise dealt with, directly or indirectly

(including via derivatives) without the SPAC's prior written consent for a period of six (6) months following the Closing; and

(iii) the remaining 433,334 Exchangeable Shares will be issued and be subject to a twelve (12) month lock-up agreement in favor of the SPAC such that they will not be able to be sold, transferred, pledged, exchanged or otherwise dealt with, directly or indirectly (including via derivatives) without the SPAC's prior written consent for a period of twelve (12) months following the Closing.

6. **Transfer Taxes**. Section 2.4 of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

Buyer, on the one hand, and Sellers, on the other hand, will be equally responsible for the payment of any and all Transfer Taxes associated with the transfer of the Equity Interests (including Rollover Equity Interests, if applicable) pursuant to this Agreement and any deficiency, interest or penalty with respect to such taxes. Sellers' Representative will prepare, or cause to be prepared, and timely file, or cause to be timely filed, all Tax Returns required to be filed by it in connections with any such Transfer Taxes, unless Buyer or Equity are required to file such Tax Returns under applicable Law in which case. Buyer, on the one hand, and Sellers, on the other hand, as applicable, will remit to each other, in immediately available funds, the amount of any Transfer Taxes to be paid within ten (10) days of the due date of any such Tax Returns being filed by the other party.

7. **References to Newco.** All references to "Newco" in the Purchase Agreement shall be replaced with "Company."

8. **Reference to "Newco Interests.** All references to "Newco Interests" in the Purchase Agreement shall be replaced with "Equity Interests".

9. **References to Rollover Newco Interests.** All references to "Rollover Newco Interests" in the Purchase Agreement shall be replaced with "Rollover Equity Interests".

10. **Representations and Warranties of Sellers and the Company.** All representations and warranties made with respect to the Newco in the Purchase Agreement shall be deleted.

11. **Indemnification.** Section 9.1(b)(i)(2) of the Purchase Agreement is replaced with

"any and all Losses suffered or incurred by any of them by reason of the nonfulfillment of any covenant or agreement by Sellers or the Company contained in this Agreement; and"

12. **Intellectual Property.** Section 4.12(a) of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

"Schedule 4.12 of the Company Disclosure Schedules sets forth a list of: (i) all patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, certification marks, collective marks, logos, symbols, slogans, trade dress, trade names (including social network user account names), corporate names, domain names, other source or business identifiers (and all translations, adaptations, derivations and combinations of the foregoing), together with all of the goodwill of the business associated with each of the foregoing owned or used by the Company in connection with its business; (ii) all patents, patent applications, common law trademarks, trademark applications and trademark registrations licensed to the Company by a third party; and (iii) all licenses pursuant to which any material Intellectual Property of the Company is licensed or sublicensed to a third party (other than commercially available shrink-wrap or click-through end-user license agreements); (iv) works of authorship and other copyrightable subject matter, whether registered or unregistered, and whether or not published, including copyrights, (and all translations, derivative works, adaptations, compilations, and combinations of the foregoing), and (v) any other intellectual property assets that will be transferred to Buyer hereunder and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including, without limitation, rights to recover for past, present and future violations thereof. The Company has not received written notice from any third party regarding any assertion or claim challenging the validity of any Intellectual Property used in the Business; and the Company has not received written notice from any third party regarding any actual or potential infringement by the Company of any Intellectual Property of any third party. By operation of an Intellectual Property Assignment among the Company, the Sellers and Green Cross Colorado, LLC, the Company is now the owner (except in the State of Colorado) of certain trademarks that the Company previously licensed from Green Cross Colorado, LLC, including those listed on Schedule 6.12 of the Company Disclosure Schedule.

13. Schedule 6.12 of the Company Disclosure Schedule is delete in its entirety and replaced with the following;

[Insert]

It is specifically noted that trademark "Tumbleweed" has never been used by the Company, and is not owned by the Company, and therefore is not subject to the transactions contemplated under this Agreement. However, the trademarks "Tumbleweed Extracts" and "Tumbleweed Concentrates" and any similar trademarks, as well as the other trademarks listed above are owned by the Company, pursuant to an Intellectual Property Assignment executed by Green Cross Colorado, LLC and Sellers in favor of the Company, and will be subject to the transactions contemplated in this Agreement, except that Green Cross of Colorado, LLC will retain all ownership rights and rights of use only in the State of Colorado as set forth in the Intellectual Property Assignment.

14. Schedule 4.3(c) of the Company Disclosure Schedule is deleted in its entirety and replaced with the following:

Mark Smith: 41.79%
Daniel Griffin: 41.49%

15. **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.

16. **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.

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

SELLERS

Mark Smith

Daniel Griffin

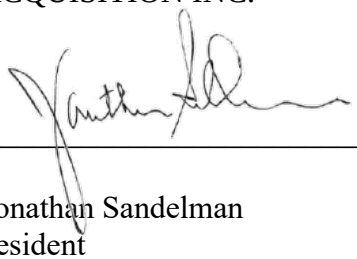
COMPANY

Cannapunch of Nevada LLC

By: _____
Name: MARC A Smith
Title: CEO

BUYER

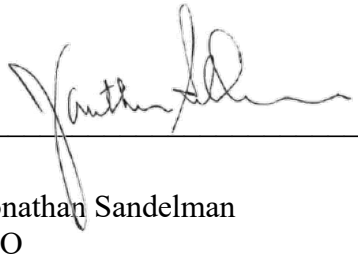
CSAC ACQUISITION INC.

By: 

Name: Jonathan Sandelman
Title: President

SPAC

CANNABIS STRATEGIES ACQUISITION CORP.

By: 

Name: Jonathan Sandelman
Title: CEO