

FIRST AMENDMENT TO EQUITY EXCHANGE AGREEMENT

THIS FIRST AMENDMENT TO EQUITY EXCHANGE AGREEMENT (this “Amendment”), dated as of October 31, 2018 (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 Exchange Agreement dated as of October 17, 2018 (the “Exchange Agreement”). Each capitalized term used but not defined in this Amendment shall have the meaning assigned in the Exchange Agreement.

B. The Parties now desire to amend the Exchange 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 to Disclosure Schedules Submission Deadline.** Section 6.15 is hereby deleted in its entirety and replaced with the following:

6.15. Delivery of Schedules. By no later than 5 p.m. Eastern time on November 14, 2018, Sellers and the Company will deliver in writing to Buyer and the SPAC for their review and comments a completed draft of the Company Disclosure Schedules, and will deliver (or caused to be delivered or made available to) promptly to Buyer and the SPAC copies of contracts, leases and other documentation and information requested by Buyer and the SPAC with respect to information and disclosure reflected in the Company Disclosure Schedules. If Buyer or the SPAC has comments with respect to, or disagrees with the contents of, any of the Company Disclosure Schedules, the Parties will work in good faith to resolve promptly such comments, disagreements or additions by no later than November 19, 2018 (the “Disclosure End Date”).

2. **Amendment to Due Diligence Period.** Section 7.2(e) is hereby deleted in its entirety and replaced with the following:

(e) Due Diligence. Buyer and the SPAC will have completed their due diligence investigations of the Sellers and the Company and with respect to the Other Transactions to their satisfaction, except that this closing condition may not be relied upon by Buyer and the SPAC after November 21, 2018 (the “Due Diligence Expiration Date”).

3. **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.

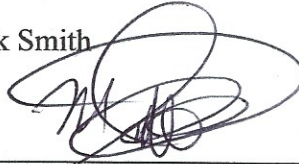
4. **Counterparts and Electronic Signatures.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any manual signature upon this Amendment that is faxed, scanned or photocopied 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.

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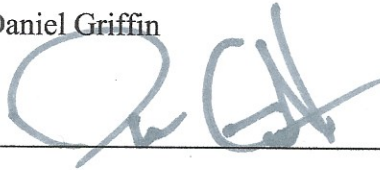
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the Effective Date.

SELLERS

Mark Smith



Daniel Griffin



COMPANY

Cannapunch of Nevada LLC

By: 

Name:

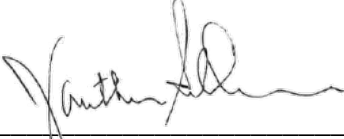
MARK Austin Smith

Title:

CEO chief Manager

BUYER

CSAC ACQUISITION INC.

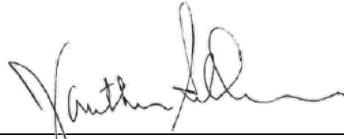
By:  _____

Name: Jonathan Sandelman

Title: President

SPAC

CANNABIS STRATEGIES ACQUISITION CORP.

By:  _____

Name: Jonathan Sandelman

Title: CEO