

## LENDING AGREEMENT

THIS LENDING AGREEMENT (the "LA") is made and entered into as of October 2, 2017 by and between [REDACTED]

[REDACTED] (each, a "LA Senior Lender" and collectively, the "LA Senior Lenders"), GTI-CLINIC ILLINOIS HOLDINGS, LLC, an Illinois limited liability company ("Holdings"), GTI MUNDELEIN PARTNERS, LLC, an Illinois limited liability company ("Mundelein Partners"), GTI MUNDELEIN, LLC, an Illinois limited liability company ("Mundelein"), GTI OGLESBY PARTNERS, LLC, an Illinois limited liability company ("Oglesby Partners"), GTI OGLESBY, LLC, an Illinois limited liability company ("Oglesby"), GTI ROCK ISLAND PARTNERS, LLC, an Illinois limited liability company ("Rock Island Partners"), GTI ROCK ISLAND, LLC, an Illinois limited liability company ("Rock Island"), GTI II, LLC, an Illinois limited liability company ("GTI II"), GTI INVESTORS, LLC, an Illinois limited liability company ("GTI Investors"), 3C COMPASSIONATE CARE CENTER, LLC, an Illinois limited liability company ("3C"), and GTI-3C, LLC, an Illinois limited liability company ("GTI-3C" and collectively with Holdings, Mundelein Partners, Mundelein, Oglesby Partners, Oglesby, Rock Island Partners, Rock Island, GTI II, GTI Investors and 3C, together with their respective successors and assigns, "Borrower") (each, a "Party" and collectively, the "Parties").

WHEREAS, [REDACTED] ("[REDACTED]"), has agreed to make a loan (the "[REDACTED] Loan") to the Borrower in the aggregate principal amount of \$5,000,000 evidenced by that certain Loan and Security Agreement by Borrower and [REDACTED] dated as of the date hereof as well as various other transaction documents referenced therein (individually and collectively, the "[REDACTED] Loan Documents"); and

WHEREAS, the LA Senior Lenders have agreed to make a loan (the "LA Loan") to the Borrowers in the aggregate principal amount of \$2,500,000 and each has committed the amount set forth on Exhibit B (the "LA Senior Lender's Commitment") which is sometimes expressed herein as a percentage of the LA Loan (each, a "LA Senior Lender's Percentage" or "Note Percentage") or as a percentage of the total of the [REDACTED] Loan and LA Loan (each, a "Total Lending Percentage").

NOW THEREFORE, the Parties agree as follows:

1. Incorporation of Material Agreements; Senior Lender Status of LA Senior Lender.

a. Purely for the ease of administration and simplicity, the Parties understand and agree that, instead of replicating and duplicating as forms each and every one of the [REDACTED] Loan Documents, the Parties intend that this Lending Agreement constitutes a shorthand, but equally valid, binding and enforceable, means of documenting the LA Loan. The Loan is hereby being made and entered into as if the form of that each such [REDACTED] Loan Documents were used for each and every one of the documents documenting the LA Loan, with only the various specific differences and changes made thereto which are expressly set forth herein. Such differences and changes applicable for the LA Loan include (i) the substitution of the LA Senior Lenders for [REDACTED] as the lender, (ii) the different principal amounts as set forth herein, (iii) different addresses and notices, (iv) absence of fees and expenses except as set forth in clause (d) and (e) below and (v) the possible waiver of various closing deliveries as may be determined by an Agent (as defined in clause (e) below). Any capitalized term used but not defined in this LA has the meaning ascribed to such term in the [REDACTED] Loan Documents.

b. The LA Senior Lenders are entering into that certain Intercreditor Agreement by and between [REDACTED], the LA Senior Lenders and Borrower dated as of the date hereof (the "Intercreditor

2. Purchase and Sale of Note.

a. Subject to the terms, covenants and conditions of this LA, on the Closing Date, Borrower shall issue and sell, and the LA Senior Lenders shall purchase, the note attached hereto as Exhibit A (the “LA Note”) evidencing the LA Loan. The consideration to be paid to Borrower by the LA Senior Lenders for the Note is \$2,500,000 and shall be paid by LA Senior Lenders at Closing, by wire transfer of same day funds to Borrower’s account (or as otherwise directed by Borrower), upon receipt by LA Senior Lender of the Note, duly executed and in proper form.

b. Subject to the Intercreditor Agreement, in exercising any rights under the LA Loan and/or LA Note, each LA Senior Lender shall only exercise such rights pro rata to its Note Percentage and it shall require in excess of 50% of the Note Percentages shall be required to take or refrain from taking any rights or remedies under such documents.

3. Repayment. Commencing on the first Monthly Payment Date, Borrower shall make consecutive equal monthly payments of principal and interest in the amount of Fifty Five Thousand, Six Hundred Eleven and 12/100 (\$55,611.12) shall be paid in arrears (each, a “Monthly Payment Date”), commencing November 1, 2017 on the same corresponding day each month thereafter (or if such corresponding day is not a Business Day then the first Business Day thereafter) to ██████████ for further crediting to each LA Senior Lender in an amount equal to the LA Senior Lender’s Note Percentage, paid in arrears. Borrower hereby unconditionally promises to pay to each LA Senior Lenders their respective Note Percentage of the then unpaid principal amount of the LA Loan, all accrued and unpaid interest thereon and the amount of all other Liabilities on the Maturity Date.

4. Making of Payments. All payments and prepayments to be made with respect to principal of the LA Note, interest or otherwise on the LA Loan and other charges hereunder shall become due at 3:00 o’clock p.m., Chicago, Illinois time. Payments shall be made to ██████████ for further crediting to each LA Senior Lender at the address set forth on ██████████ executed counterpart to this LA (or such address or in accordance with such other instructions as ██████████ may designate to Borrower in writing), on the day when due, in lawful money of the United States of America, by check received by ██████████ on the day when due and shall be credited on the day received as long as payment is made by 2 pm (Central time) or otherwise credited the next Business Day.

5. LA Senior Lender Representations and Warranties. Each LA Senior Lender acknowledges that the LA Note has not been and is not expected to be, registered under the Securities Act of 1933, as amended (the “1933 Act”), or any state securities laws. Accordingly, the LA Note is sold in reliance on the exemption from the registration requirements of the 1933 act provided by section 4(2) of the 1933 Act and the rules and regulations promulgated thereunder. As such, the LA Note is subject to restrictions on transferability and resale, and may not be transferred or resold except as permitted under the 1933 Act, applicable state securities laws, pursuant to registration or an exemption therefrom. Each LA Senior Lender further represents, warrants and confirms that he, she or it: (a) is an “accredited investor” as that term is defined in Rule 501 of Regulation D under the 1933 Act; (b) has received a copy of the ██████████ Loan Documents and the Intercreditor Agreement; (c) has carefully read and understands these materials and has made any such further investigation as he, she or it deemed appropriate to obtain additional information to verify the accuracy of all such materials and to evaluate the merits and risks of the LA Note; (d) had an opportunity to ask questions of and receive answers from the Borrower, and/or its representatives, concerning the terms and conditions of the LA Note and LA Loan and any matters reflected in the ██████████ Loan Documents and Intercreditor Agreement, and all such questions have been answered to their respective full satisfaction; and (e) has reviewed each of the ██████████ Loan Documents and has independently determined to enter into the LA Loan and this LA (and further acknowledges and

agrees that [REDACTED] has made no representations or warranties as to the validity or enforceability of the [REDACTED] Loan Documents and [REDACTED] shall have no liability to any of the LA Senior Lenders should any of the [REDACTED] Loan Documents be invalid or unenforceable). Although the Borrower believes that the information contained in the materials provided to any LA Senior Lender to be an accurate, good faith representation of the matters contained therein, any conclusions and projections included within such materials represent only the opinions and assumptions of Borrower, each LA Senior Lender confirms that he, she or it: (y) has had an ample opportunity to conduct its own investigations regarding the matters set forth therein; and (z) has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of an investment in Borrower. Each LA Senior Lender confirms that he, she or it is acquiring the Note for his, her or its own account, for investment purposes only, and not with a view towards the sale or other distribution thereof, in whole or in part. Each of the LA Senior Lender represents and acknowledges that he, she or it has had the opportunity to seek and obtain the advice of separate counsel with respect to this LA. The LA Senior Lenders further represent and acknowledge that Gould & Ratner LLP has prepared this LA solely on behalf of and in the course of its representation of the Borrower, as directed by their respective managers and that: (i) each of the LA Senior Lenders has been advised by Gould & Ratner LLP that a conflict of interest may exist between a LA Senior Lender's interest and those of the Borrowers and the other LA Senior Lenders; (ii) each of the LA Senior Lenders has been advised by Gould & Ratner LLP to seek the advice of separate counsel; and (iii) by executing this LA, each LA Senior Lender consents in writing to the preparation of this LA by Gould & Ratner LLP.

6. Miscellaneous.

a. This LA shall not be construed to create any association, partnership, joint venture, employee or agency relationship between any of the Parties for any purpose. No Party has authority to bind any other Party.

b. A Party shall not assign any rights, or delegate or subcontract any obligations, under this LA without the prior written consent of the other Parties. Any assignment in violation of the foregoing shall be deemed null and void.

c. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the Party's executed counterpart to this LA (or to such other address that may be designated by the receiving Party from time to time). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this LA, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section 6.c.

d. This LA, together with any other documents incorporated herein by reference, including the [REDACTED] Loan Documents and the Intercreditor Agreement and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this LA with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. To the extent there is a conflict between the terms of this LA and the [REDACTED] Loan Documents or the Intercreditor Agreement, the [REDACTED] Loan Documents and Intercreditor Agreement LA shall control.

e. This LA may only be amended, modified or supplemented by an agreement in writing signed by each Party, and any of the terms thereof may be waived, only by a written document signed by each Party or, in the case of waiver, by the Party or parties waiving compliance.

f. All questions concerning the construction, validity, enforcement and interpretation of this LA shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. Each Party agrees that all proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this LA and the Notes (whether brought against a Party or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the State of Illinois. Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Illinois for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such proceeding is improper. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such Party at the address in effect for notices to it under this LA and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this LA or the transactions contemplated hereby.** If any Party shall commence a proceeding to enforce any provisions of this LA, then the prevailing Party in such proceeding shall be reimbursed by the other Party or Parties for its reasonable attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such proceeding.

g. This LA may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile or other electronic transmission, such signature shall create a valid binding obligation of the Party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such signature were the original thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Lending Agreement to be duly executed on the day and year first above written.

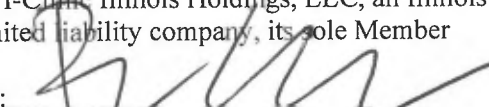
**BORROWERS:**

**GTI-CLINIC ILLINOIS HOLDINGS, LLC,**  
an Illinois limited liability company

By:   
Name: Benjamin Kovler  
Title: Chief Executive Officer

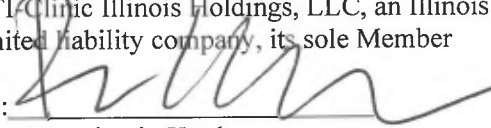
Address for Borrower:  
325 W. Huron Street, Suite 230,  
Chicago, Illinois 60654  
Attention: Ben Kovler  
Telephone Number: [ \_\_\_\_\_ ]  
Facsimile Number: [( ) - ]  
E-mail: [bkovler@gticlinic.com](mailto:bkovler@gticlinic.com)

**GTI MUNDELEIN PARTNERS, LLC,**  
an Illinois limited liability company

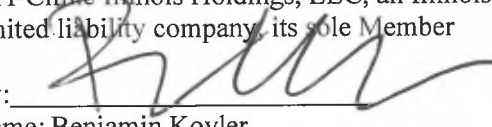
By: GTI-Clinic Illinois Holdings, LLC, an Illinois  
limited liability company, its sole Member  
By:   
Name: Benjamin Kovler  
Title: Chief Executive Officer

with a copy (which shall not constitute notice) to:  
Gould & Ratner  
222 North LaSalle Street  
Suite 800  
Chicago, Illinois 60602  
Attention: Fred Tannenbaum  
Telephone Number: (312) 899-1613  
Facsimile Number: (312) 236-3241  
E-mail: [ftannenbaum@gouldratner.com](mailto:ftannenbaum@gouldratner.com)

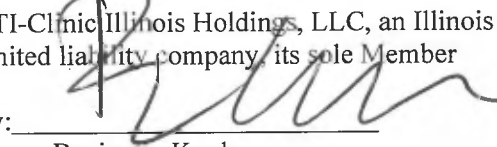
**GTI MUNDELEIN, LLC,**  
an Illinois limited liability company

By: GTI-Clinic Illinois Holdings, LLC, an Illinois  
limited liability company, its sole Member  
By:   
Name: Benjamin Kovler  
Title: Chief Executive Officer


**GTI OGLESBY, LLC,**  
an Illinois limited liability company

By: GTI-Clinic Illinois Holdings, LLC, an Illinois  
limited liability company, its sole Member  
By:   
Name: Benjamin Kovler  
Title: Chief Executive Officer

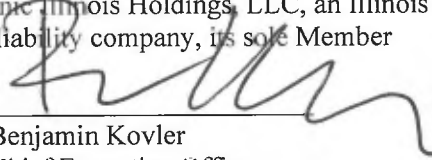
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an Illinois limited liability company

By: GTI-Clinic Illinois Holdings, LLC, an Illinois  
limited liability company, its sole Member  
By:   
Name: Benjamin Kovler  
Title: Chief Executive Officer

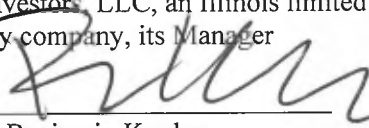
**GTI ROCK ISLAND PARTNERS, LLC,**  
an Illinois limited liability company

By:   
Name: Benjamin Kovler  
Title: Manager

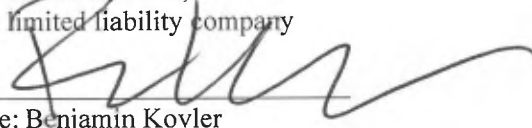
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limited liability company, its sole Member  
By:   
Name: Benjamin Kovler  
Title: Chief Executive Officer

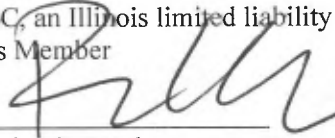
**GTI II, LLC,**  
an Illinois limited liability company

By: GTI Investors, LLC, an Illinois limited  
liability company, its Manager  
By:   
Name: Benjamin Kovler  
Title: Manager


**GTI INVESTORS, LLC,**  
an Illinois limited liability company

By:   
Name: Benjamin Kovler  
Title: Manager

**3C COMPASSIONATE CARE CENTER, LLC,**  
an Illinois limited liability company

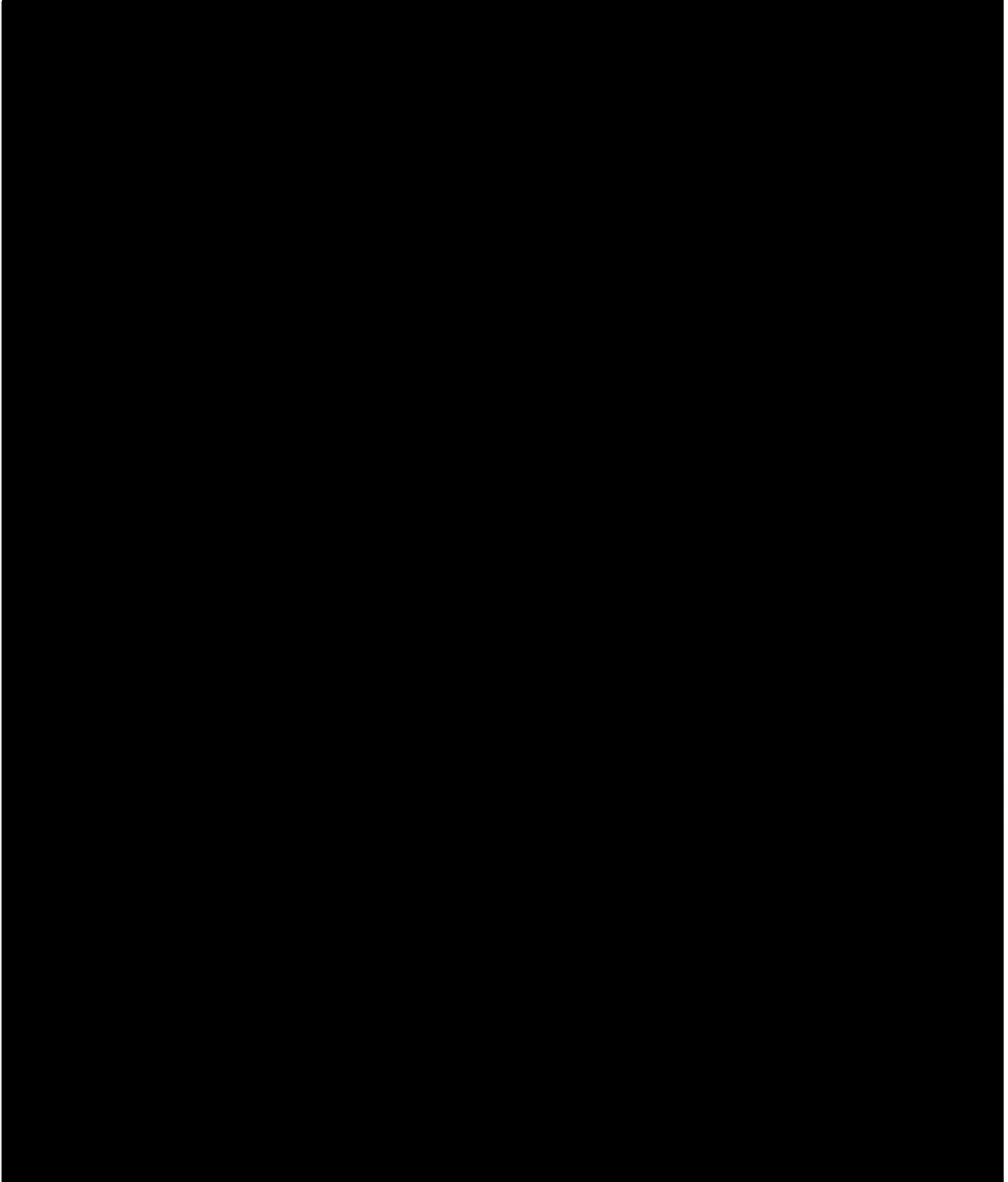
By: GTI-3C, LLC, an Illinois limited liability  
company, its Member  
By:   
Name: Benjamin Kovler  
Title: Manager

**GTI-3C, LLC,**  
an Illinois limited liability company

By:   
Name: Benjamin Kovler  
Title: Manager

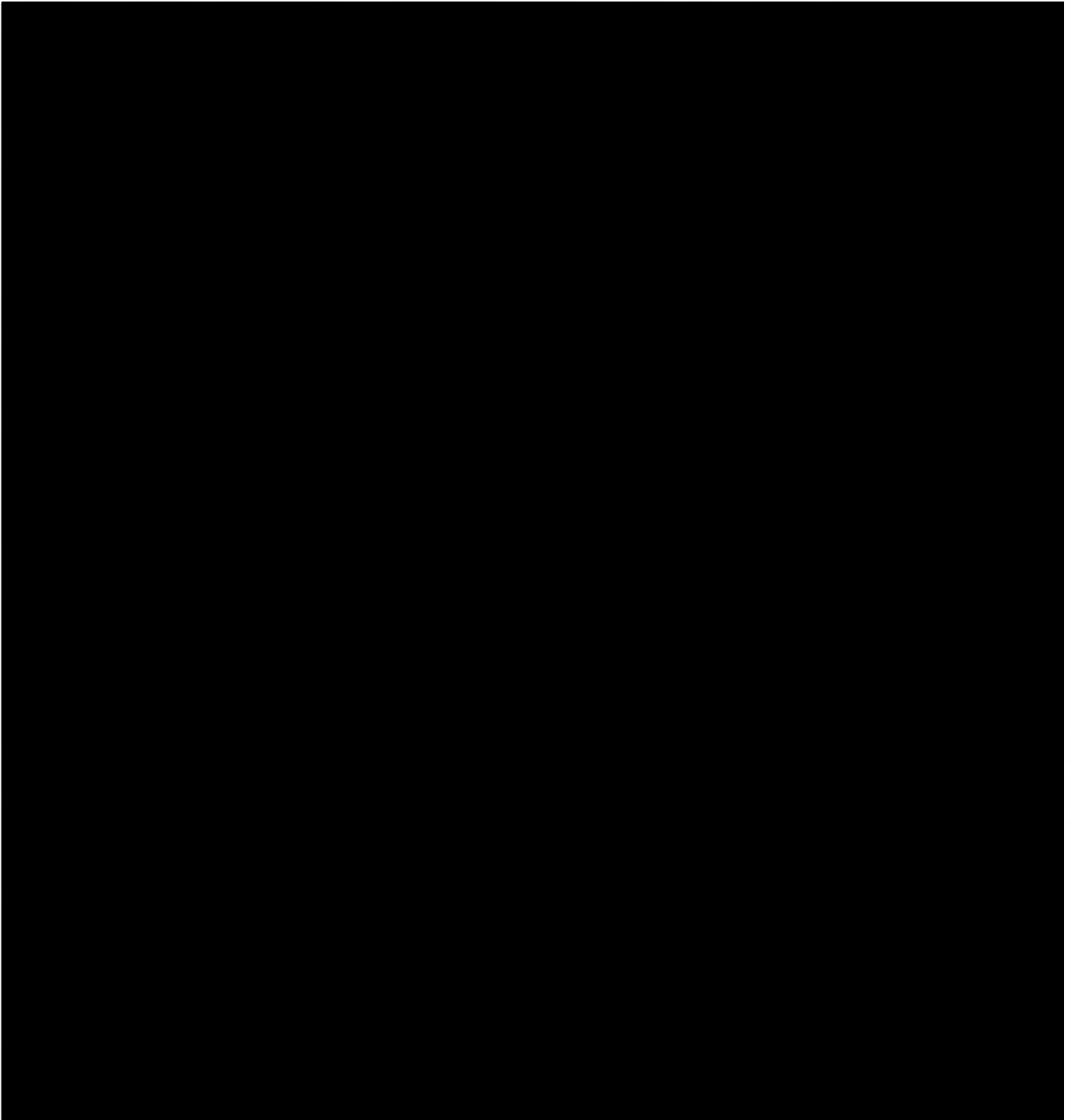
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**LA SENIOR LENDERS:**



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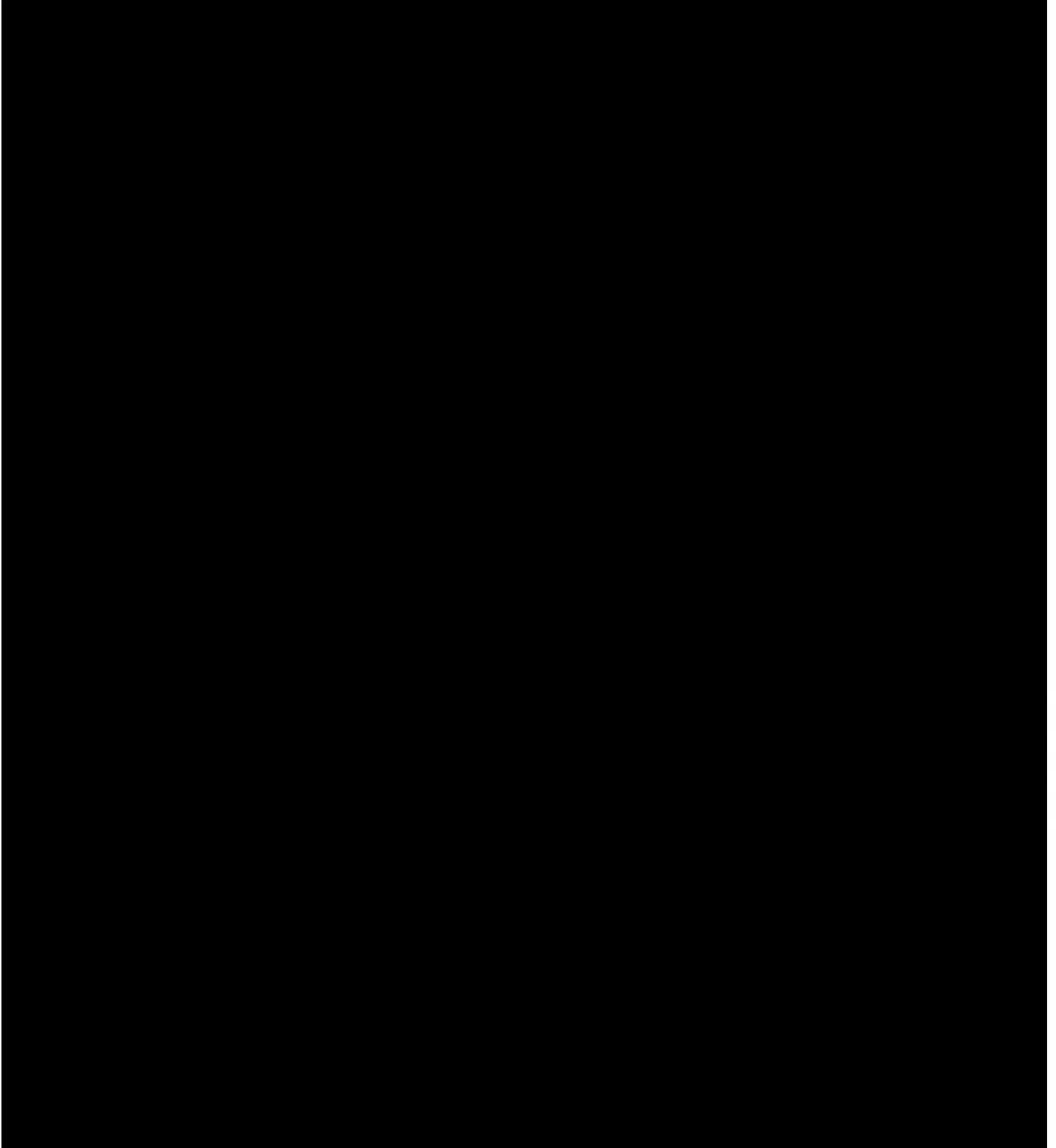
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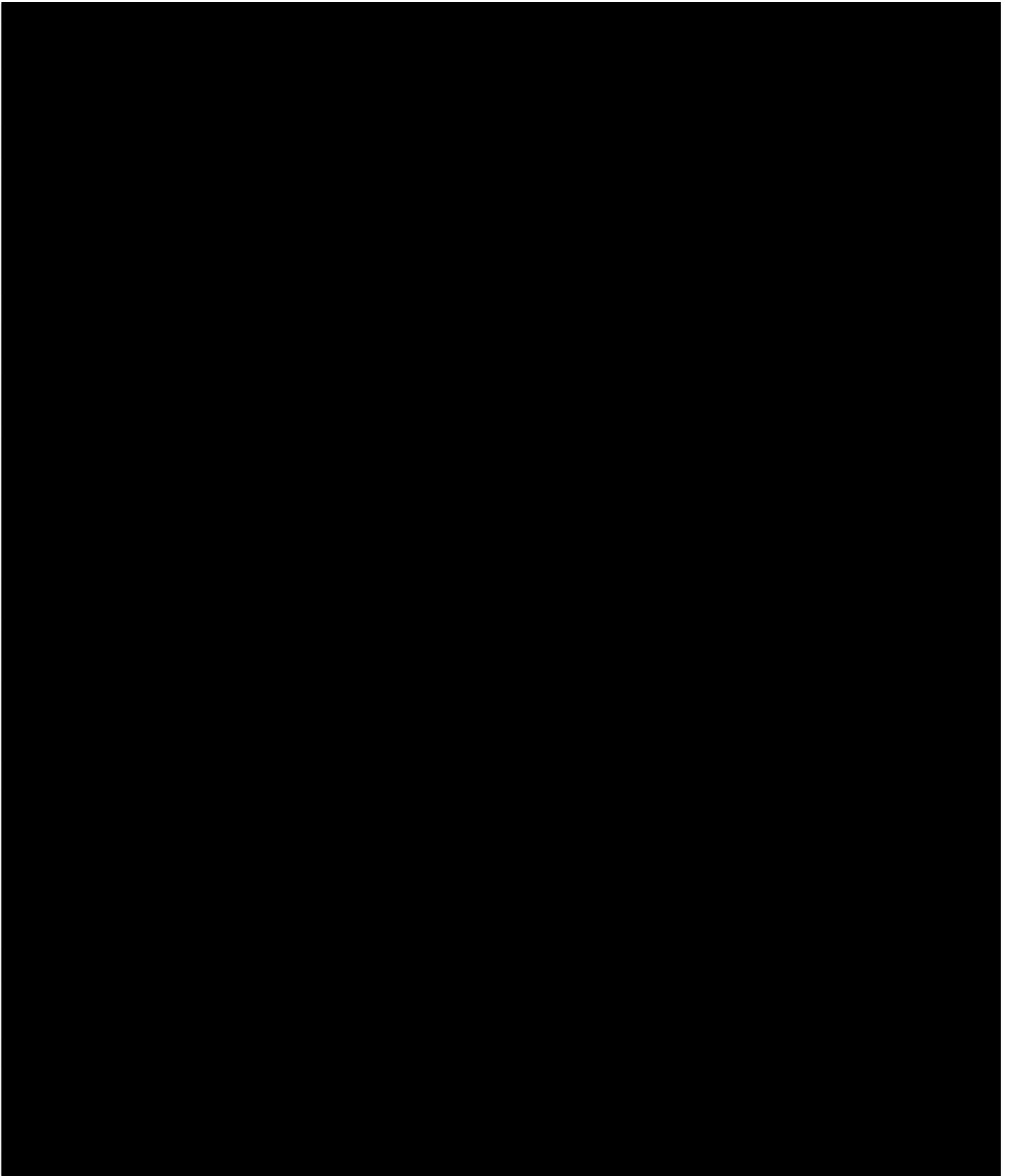
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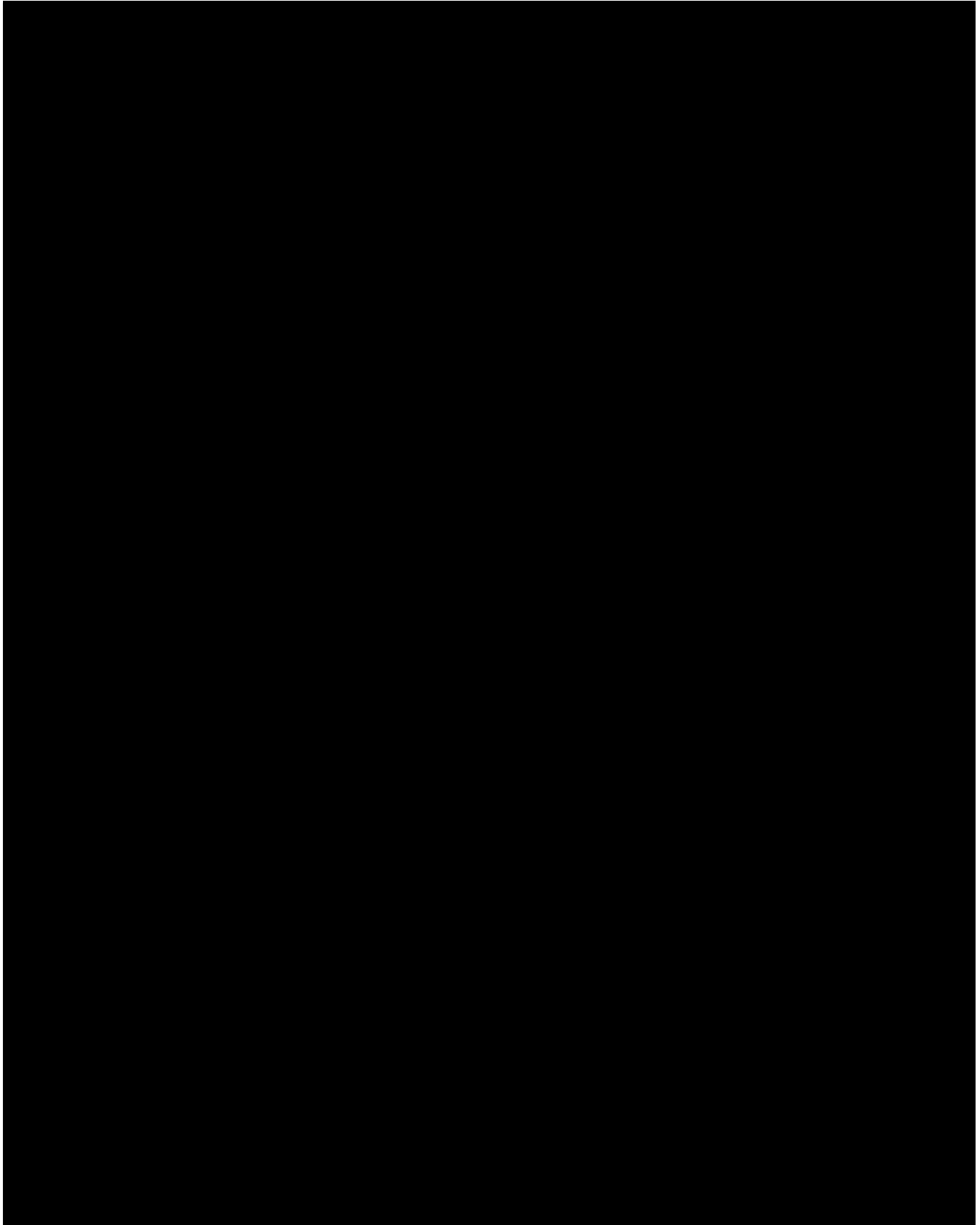
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**LA SENIOR LENDERS:**



[Continued Signature Page to Lending Agreement]

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[Continued Signature Page to Lending Agreement]

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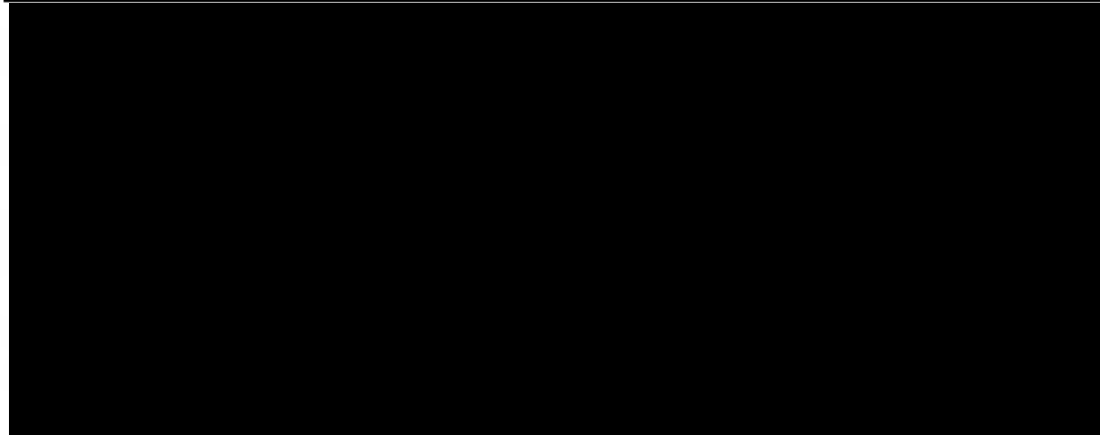
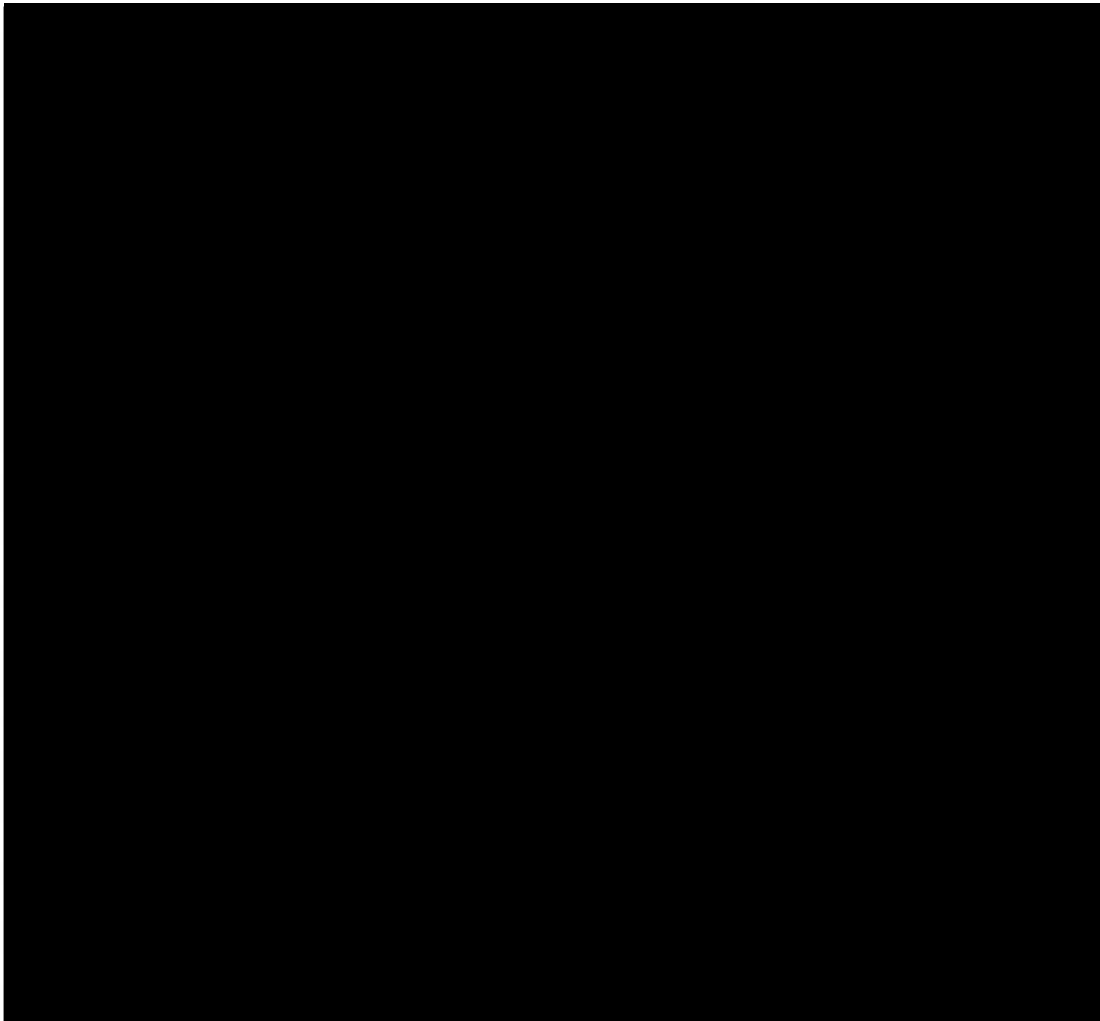


Exhibit A

LA NOTE DUE OCTOBER 2, 2022

\$2,500,000

October 2, 2017  
Chicago, Illinois

FOR VALUE RECEIVED, GTI-CLINIC ILLINOIS HOLDINGS, LLC, an Illinois limited liability company ("Holdings"), GTI MUNDELEIN PARTNERS, LLC, an Illinois limited liability company ("Mundelein Partners"), GTI MUNDELEIN, LLC, an Illinois limited liability company ("Mundelein"), GTI OGLESBY PARTNERS, LLC, an Illinois limited liability company ("Oglesby Partners"), GTI OGLESBY, LLC, an Illinois limited liability company ("Oglesby"), GTI ROCK ISLAND PARTNERS, LLC, an Illinois limited liability company ("Rock Island Partners"), GTI ROCK ISLAND, LLC, an Illinois limited liability company ("Rock Island"), GTI II, LLC, an Illinois limited liability company ("GTI II"), GTI INVESTORS, LLC, an Illinois limited liability company ("GTI Investors"), 3C COMPASSIONATE CARE CENTER, LLC, an Illinois limited liability company ("3C"), and GTI-3C, LLC, an Illinois limited liability company ("GTI-3C"), and collectively with Holdings, Mundelein Partners, Mundelein, Oglesby Partners, Oglesby, Rock Island Partners, Rock Island, GTI II, GTI Investors and 3C, together with their respective successors and assigns, "Borrower", promises to pay to the order of [REDACTED]

[REDACTED] (each, a "LA Senior Lender" and collectively, the "LA Senior Lenders"), the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), which amount shall be due and payable to the LA Senior Lenders as provided in the Lending Agreement, dated as of October 2, 2017, by and among Borrower and the Senior Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "LA"). All capitalized terms used in this LA Senior Note ("LA Note") that are defined in the LA shall have the meanings assigned to such terms in the LA.

Each Borrower, jointly and severally, promises to pay to [REDACTED] for further crediting to each LA Senior Lender in an amount equal to the LA Senior Lender's Note Percentage the aggregate unpaid principal amount hereof from time to time outstanding from the date hereof until such principal amount is paid in full at such rates and at such times as shall be determined in accordance with the provisions of the LA. Principal and accrued interest shall be payable on the dates specified in the LA.

Subject to the provisions of the LA, payments of both principal and interest shall be made by check or electronic funds transfer or by wire transfer of immediately available funds to each LA Senior Lender at the addresses set forth on the Party's executed counterpart to this LA (or such address or in accordance with such other instructions as the applicable LA Senior Lender may designate to Borrower in writing), on the day when due, in lawful money of the United States of America, by check wire transfer or electronic funds transfer received by the LA Senior Lender on the day when due.

This LA Note is the LA Note referred to in, and is entitled to the benefits of, the LA, which agreement, among other things, contains provisions for acceleration of the maturity hereof upon the occurrence of certain stated events and also for prepayments, in certain circumstances, of the principal hereof and interest prior to maturity upon the terms and conditions specified therein.

Except as otherwise expressly provided in the LA, the Borrower waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance,

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performance, default or enforcement of this Note and the LA. In any action on this LA Note, any Senior Lender or its assignee need not produce or file the original of this LA Note, but need only file a photocopy of this LA Note certified by a Senior Lender or such assignee to be a true and correct copy of this LA Note.

This LA Note is binding upon the Borrower and their respective successors and assigns, and shall inure to the benefit of the Senior Lenders and its successors and assigns; provided that, no Borrower may assign its respective rights or obligations under this LA Note without the prior written consent of the Senior Lenders. Borrower and their respective successors and assigns shall be jointly and severally obligated hereunder. This Note is made under and governed by the laws of the State of Illinois without regard to conflict of laws principles.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Borrower has executed this LA Note as of the date first written above.

**BORROWER:**

**GTI-CLINIC ILLINOIS HOLDINGS, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Benjamin Kovler  
Title: Chief Executive Officer

**GTI MUNDELEIN PARTNERS, LLC,**  
an Illinois limited liability company

By: GTI-Clinic Illinois Holdings, LLC, an Illinois limited liability company, its sole Member

By: \_\_\_\_\_  
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Title: Chief Executive Officer



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By: \_\_\_\_\_  
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Title: Manager

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an Illinois limited liability company

By: GTI-3C, LLC, an Illinois limited liability company, its Member

By: \_\_\_\_\_  
Name: Benjamin Kovler  
Title: Manager

**GTI-3C, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Benjamin Kovler  
Title: Manager

**Exhibit B**

**NOTE HOLDERS, COMMITMENTS AND PERCENTAGES**

<b>LA Senior Lender</b>	<b>Commitment</b>	<b>Note Percentage</b>	<b>Total Lending Percentage</b>
