

**CONTRIBUTION AGREEMENT**

**THIS CONTRIBUTION AGREEMENT** (this “**Agreement**”), is entered into and effective as of February 14, 2018 (the “**Effective Date**”), by and among

[REDACTED] (each a “**Contributor**,” and collectively as a group, the “**Contributors**”), **GTI PENNSYLVANIA, LLC**, a Pennsylvania limited liability company (the “**GTI PA**”), **KW VENTURES HOLDINGS, LLC**, a Pennsylvania limited liability company d/b/a **FIREFLY DISPENSARIES** (the “**Company**”) and **RCPFM, LLC**, a Delaware limited liability company (“**RCPFM**”), which joins this Agreement solely to consent to the issuance of equity of RCPFM to Contributors under the terms and conditions set forth herein. Each of Contributors, GTI PA, the Company and the RCPFM are referred to herein as a “**Party**” and collectively as the “**Parties**.”

**WITNESSETH:**

**WHEREAS**, Contributors collectively own all of the issued and outstanding equity (collectively, the “**Membership Interests**”) of the Company, which is engaged in the business of selling medical cannabis in conformity with the Pennsylvania Medical Marijuana Act and the regulations promulgated thereunder (the “**Pennsylvania Act**”) by the Pennsylvania Department of Health (the “**Department**”) (such business, the “**Business**”);

**WHEREAS**, GTI PA is engaged in the business of cultivating, processing, and selling medical cannabis in conformity with the Pennsylvania Act; and

**WHEREAS**, Vision Management Services, LLC, a Delaware limited liability company (“**Vision**”) and the Company entered into the Management Services Agreement, of even date herewith (the “**Management Services Agreement**”);

**WHEREAS**, Contributors wish to sell to GTI PA, and GTI PA wishes to purchase from Contributors, the Membership Interests, subject to the terms and conditions set forth herein; and

**WHEREAS**, to induce Contributors to enter into this Agreement, RCPFM consents to the issuance of certain equity of RCPFM to Contributors under the terms and conditions set forth herein, and Contributors desire to accept equity in RCPFM as an inducement to enter into this Agreement.

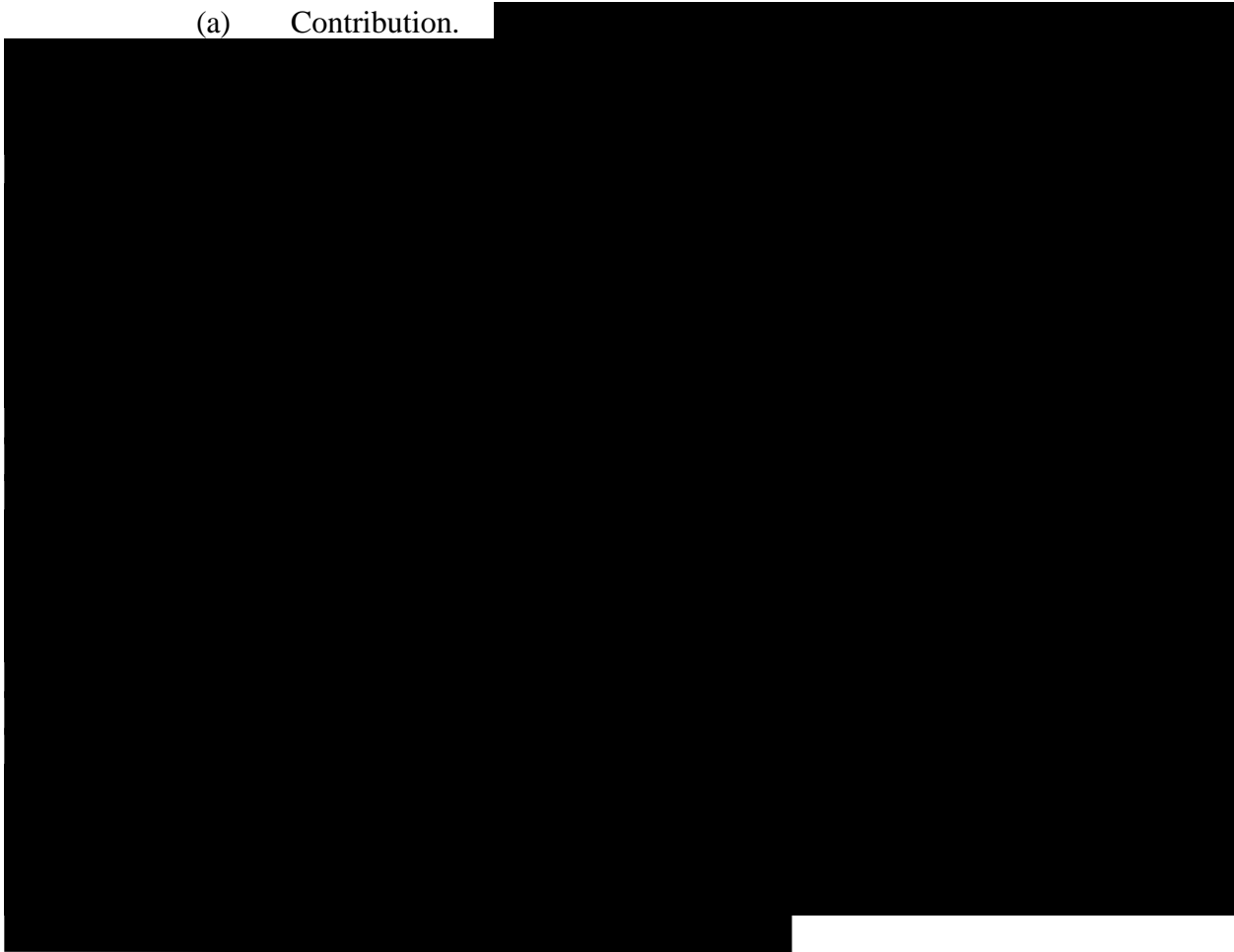
**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Contribution of Membership Interests.** Subject to the terms and conditions set forth herein, at the Closing (as defined below) and effective as of the Closing Date (as defined below), Contributors shall contribute to GTI PA, and GTI PA shall accept from Contributors, all of Contributors’ right, title, and interest in and to the Membership Interests, free and clear of all liens, claims, encumbrances, security interests and restrictions of any kind (collectively, the “**Encumbrances**”), except for those Encumbrances set forth on Schedule 3(a)(viii)(A), for the consideration specified in Section 2. Contributors and the Company acknowledge that a true,

accurate and complete capitalization table for the Company is set forth on Exhibit A attached hereto.

2. **Contribution; Closing.**

(a) Contribution.



(i)



(ii)



(iii)

(iv)

(v)

(b) Closing. The transactions contemplated by this Agreement shall be consummated (the “**Closing**”) no later than 2 business days after the last of the conditions set forth in Section 4 have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date (as defined below) or at such other time as the Company and GTI PA may mutually agree upon in writing, either electronically or at such locations as the parties shall mutually agree upon in writing. The day on which the Closing takes place is referred to as the “**Closing Date**”).

(c) Line of Credit.

3. **Representations and Warranties**. The Parties make the representations and warranties to each other which are set forth in this Section 3; provided, however, that the representations other than the Fundamental Representations (as defined below) shall expire one year after the Effective Date. The “**Fundamental Representations**” mean the representations and warranties set forth in Sections 3(a)(i) (Power and Authority), (ii) (Organization and Authority of the Company), (iii) (Capitalization), (iv) (No Conflicts; Consents) and (v) (No Subsidiaries); Sections 3(b)(i) (Organization and Authority), (iii) (No Broker), (v) (Capitalization), (iv) (No Conflicts; Consents), and (xiii) (Firefly Equity Interest); and Sections 3(c)(i) (Organization and Authority), (ii) (No Conflicts; Consents), (iii) (No Broker), and (iv) (Capitalization). The Fundamental Representations shall be true and correct as of the Effective Date and as of the

Closing Date. No specific representation or warranty shall limit the generality or applicability of a more general representation or warranty.

(a) Representations and Warranties of Contributors and the Company. Unless otherwise set forth in this Section 3(a), Contributors and the Company each hereby represent and warrant to GTI PA as follows:

(i) Power and Authority. Contributors have full legal capacity, power and authority to enter into this Agreement and all other agreements, certificates, instruments and other documents to be executed or delivered in connection with the transactions contemplated by this Agreement, including, without limitation, the documents and instruments set forth in Section 5 (collectively, the “**Transaction Documents**”), to carry out their obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Contributors of this Agreement and any other Transaction Document to which any Contributor is a party, the performance by Contributors of their obligations hereunder and thereunder and the consummation by Contributors of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of each Contributor. This Agreement and each other Transaction Document to which any Contributor is or will be a party have been duly executed and delivered by such Contributor, and this Agreement and each other Transaction Document to which any Contributor is or will be a party constitutes a legal, valid, and binding obligation of Contributors, enforceable against Contributors in accordance with their terms, as applicable.

(ii) Organization and Authority of the Company. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and is qualified to do business and in good standing in the Commonwealth of Pennsylvania. The Company and has full power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its Business as it has been and is currently conducted. The Company is duly licensed or qualified to do Business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its Business as currently conducted makes such licensing or qualification necessary.

(iii) Capitalization. With respect to this Section 3(a)(iii), each Contributor separately (and not jointly) represents and warrants solely with respect to such Contributor’s Membership Interest that:

(A) Contributors are the sole record owners of and have good and valid title to the Membership Interests as set forth on Exhibit A, free and clear of all Encumbrances. The Membership Interests constitute 100% of the total issued and outstanding equity interests in the Company. The Membership Interests have been duly authorized and are validly issued, fully-paid and non-assessable. Upon consummation of the transactions contemplated by this Agreement, GTI PA shall own all of the Membership Interests, free and clear of all Encumbrances.

(B) The Membership Interests were issued in compliance with applicable laws. The Membership Interests were not issued in violation of the Certificate of Organization of the Company (the “**Certificate of Organization**”) or the Limited Liability Company Operating Agreement of the Company dated January 11, 2017, as amended by the Limited Liability Company Amended and Restated Operating Agreement of the Company dated November 2, 2017 or any subsequently amended version (the “**Company Operating Agreement**” and together with the Certificate of Organization, collectively, the “**Firefly Organizational Documents**”) or any other agreement, arrangement, or commitment to which any Contributor or the Company is a party, and, except as set forth the Company Operating Agreement, are not subject to or in violation of any preemptive or similar rights of any person or entity.

(C) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any Membership Interests in the Company or obligating any Contributor or the Company to issue or sell any Membership Interests in the Company. There are no voting trusts, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Membership Interests.

(iv) No Conflicts; Consents. Except as set forth on Schedule 3(a)(iv), the execution, delivery and performance by Contributors and the Company of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Firefly Organizational Documents or the organizational documents (if any) of any Contributor; (b) except as it applies to the Controlled Substances Act, 21 U.S.C. §801 et. seq. (the “**Controlled Substances Act**”), to the extent relating to marijuana, conflict with or result in a violation or breach of any provision of any law or of any governmental order known by and applicable to any Contributor or the Company; (c) require the consent, notice or other action by any person or entity under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any contract to which any Contributor or the Company is a party or by which any Contributor or the Company is bound or to which any of their respective properties and assets are subject, or any permit affecting the properties, assets or Business, provided that no representation or warranty is made as to the Department’s requirements; or (d) result in the creation or imposition of any Encumbrance on any properties or assets of any Contributor or the Company. Except as required under the Pennsylvania Act, no consent, approval, permit, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to any Contributor or the Company in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby. With respect to Section 3(a)(iv) subsections (c) and (d), each Contributor separately (and not jointly) represents and warrants solely with respect to

such Contributor. Notwithstanding the foregoing, the foregoing exception shall not apply to any representations or warranties made with respect to the Company.

(v) No Subsidiaries. The Company does not own, or have any interest in any shares or have an ownership interest in any other entity.

(vi) Financial Statements. Contributors have heretofore furnished GTI PA with a copy of the unaudited financial statements of the Company (including balance sheets and statements of income and expense) as of November 30, 2017 (the “**Financial Statements**”), true and correct copies of which are attached to Schedule 3(a)(vi). All financial data concerning the Business furnished by Contributors or the Company to GTI PA, including, without limitation, the Financial Statements, are materially true and are an accurate representation of the Business in all material respects on their respective dates, and contain no income that is not in the ordinary course of the Business. Contributors and the Company specifically understand that GTI PA is relying upon the accuracy of the information and documentation provided by Contributors and the Company as a material factor for determining the value of the Business and is a material inducement for GTI PA to enter into the transactions contemplated under this Agreement.

(vii) Material Contracts. Contributors have delivered to GTI PA true and complete copies of all Company contracts (including all amendments, waiver or other changes thereto) involving aggregate consideration in excess of \$5,000.00, the occupancy, management or operation of any real or personal property or the ownership of any intellectual property (collectively, the “**Material Contracts**”), a complete list of which is set forth on Schedule 3(a)(vii). All such Material Contracts are valid and binding upon the Company and the other parties thereto and are in full force and effect. Neither the Company, nor any Contributor nor any other party to a Material Contract has breached any material provision of, or is in default in any material respect under, the terms thereof. The Company and Contributors have not received any written or oral notice of the intention of any party to terminate any Material Contract.

(viii) Title, Sufficiency and Condition of Assets.

(A) Except as set forth on Schedule 3(a)(viii)(A), the Company has good and marketable title to, or a valid leasehold interest or license in, and otherwise has a valid right to use all of the assets (whether tangible or intangible) that are used or required for use in the operation of the Company as currently conducted, free and clear of all Encumbrances. All such assets (i) are in good operating condition and working order on the Effective Date, reasonable wear and tear excepted, and (ii) constitute all of the assets, tangible and intangible, of any nature whatsoever necessary to operate the Company in the manner substantially similar to such manner presently conducted by Contributors.

(B) Schedule 3(a)(viii) sets forth a true and complete list of (i) all bank accounts and safe deposit boxes of the Company and all Persons who are signatories thereunder or who have access thereto; (ii) all Company credit card or debit card accounts, together with a list of all individual holders of such Company

credit cards or debit cards; and (iii) the names of all Persons holding general or special powers of attorney from the Company and a summary of the terms thereof.

(ix) Insurance. Set forth on Schedule 3(a)(ix) is a true and complete list of all current policies or binders of general liability, professional liability, errors and omissions, cyber liability, business interruption, fire, casualty, fidelity, workers' compensation, "tail" and other insurance policies currently held by or on behalf of the Company and relating to the assets, Business, operations, employees, officers and managers of the Company. Each of said policies is in full force and effect and shall be maintained by the Company in full force and effect until the Closing, and all premiums due thereunder have been paid and shall be paid until the Closing.

(x) Taxes. The Company has filed with the appropriate Taxing Authority all Tax returns required to be filed by it and such Tax returns were prepared in accordance with all applicable laws and are complete and accurate in all material respects. The Company has furnished to GTI PA complete and accurate copies of all Tax returns that have been filed with appropriate government agencies. The Company has paid all Taxes required to be paid for the periods covered by said Tax returns and is not delinquent in the payment of any such Taxes. No deficiency or adjustment in respect to any Taxes has been proposed, asserted or assessed by any Taxing Authority against the Company. There are no pending or proposed Tax audits of the Company or any of its Tax returns. All Taxes required to have been withheld and paid, along with any amounts paid by the Company or owing to any payee, independent contractor or any other person, have been withheld and paid to the appropriate Taxing Authority. There are no Encumbrances for Taxes on the assets of the Company.

(xi) Litigation. Except as set forth on Schedule 3(a)(xi), there is no action, suit or proceeding pending or, to the Company's knowledge, threatened against the Company or being pursued by the Company, at law or in equity, before any federal, state, municipal, administrative or other governmental agency or instrumentality, domestic or foreign (including, without limitation, any suit, action, proceeding or investigation pursuant to Title II of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination Act, the Family and Medical Leave Act of 1993, the Pennsylvania Act or any other federal, state or local law regulating employment). No judgment or lien is outstanding against the Company, nor is the Company in default with respect to any order or decree of any court or of any governmental agency or instrumentality.

(xii) Employment Matters. Except as set forth on Schedule 3(a)(xii):

(A) There are not presently pending or threatened any: (i) strike, slowdown, picketing, work stoppage or employee grievance process; (ii) charge, grievance proceeding or other claim against or affecting the Company relating to the alleged violation of any law pertaining to labor relations or employment matters, including any grievance, charge or complaint filed by an employee, employee committee or union with the Company, the National Labor Relations Board, the Equal Employment Opportunity Commission or any comparable governmental

authority; (iii) union organizational activity or other labor or employment dispute against or affecting the Company; or (iv) application for certification of a collective bargaining agent.

(B) No employee of the Company has any claim against Contributors or the Company (whether under law, any employment agreement or otherwise).

(C) Contributors and the Company have provided GTI PA with a true and correct list, which is attached to Schedule 3(a)(xii)(C), of all employees of the Company as of the date of this Agreement, together with their base salaries, bonuses, commissions, and any other incentive payments, along with their current positions at or with the Company. The employment of each of the Company's employees is terminable at will without cost to Company except for the payment of accrued salaries or wages. No employee or former employee has any right to be rehired by the Company prior to the Company hiring a person not previously employed by the Company.

(D) The Company does not maintain, sponsor, administer or contribute to any employee benefit plans.

(xiii) Compliance with Law; Permits. Except as set forth on Schedule 3(a)(xiii), and except for any violation of the Controlled Substances Act as it pertains to the cultivation, manufacture or retail sale of cannabis, the Company is not in violation of, or delinquent in respect to, any decree, order or arbitration award or law, statute, or regulation of or agreement with, or any permit or environmental permit from, any federal, state or local governmental authority to which the property, assets, personnel or activities of the Company is subject, including federal, state or local laws, statutes and regulations relating to equal employment opportunities, fair employment practices, occupational health and safety, work authorization, wages and hours, plant closings and layoffs, discrimination and cannabis-related activities, including without limitation the Pennsylvania Act. A complete list of permits held by the Company (the "**Permits**") is set forth on said Schedule 3(a)(xiii). The Permits constitute all permits that are material and necessary to the conduct of the Business as currently conducted. All of the Permits are valid and in full force and effect in all material respects and will not be invalidated or otherwise affected by the consummation of the transactions contemplated by this Agreement and all other related documents (subject to the Department's approval thereof pursuant to the Pennsylvania Act). Neither the Company nor any Contributor is in default under any Permit. Except as set forth on Schedule 3(a)(xiii), the Company has not received from any governmental authority any written notification with respect to possible noncompliance of any decree, order, writ, judgment or arbitration award or law, statute, or regulation.

(xiv) Real Property. Schedule 3(a)(xiv) sets forth a complete list of all real property and interests in real property leased by the Company (the "**Real Property**"). The Company does not own and have not at any time owned any real property. All of the land, buildings, structures and other improvements used by the Company in the conduct of



the Business are included in the Real Property. The buildings in which the Real Property is located and improvements therein are in satisfactory operating condition and repair, subject to reasonable wear and tear and continued repair and replacement in the ordinary course of business. The Company holds a valid leasehold interest in the Real Property.

(xv) No Broker. Neither Contributors, nor the Company nor any of their respective Affiliates has dealt with any person or entity who is entitled to a broker's commission, finder's fee, investment banker's fee or similar payment from GTI PA, the Company or Contributors for arranging the transactions contemplated hereby or introducing the Parties to each other. The Parties shall each be solely responsible for any of their respective broker's commission, finder's fee, investment banker's fee or similar payment due to and arising out of or relating to the transactions described in this Agreement.

(xvi) Independent Consultation. Each Contributor and the Company warrants that it has been afforded an opportunity to have this Agreement and all other Transaction Documents and materials GTI PA has given or made available have been reviewed by independent legal, financial, Tax and/or accounting advisors selected of such Contributor's and the Company's own free will and have either (i) done so and are relying solely upon their respective legal, financial, Tax and/or accounting advisors for all issues related to this transaction; or (ii) waived their right to do so.

(xvii) Securities Matters. With respect to this Section 3(a)(xvii) subsection (c), each Contributor separately (and not jointly) represents and warrants solely with respect to such Contributor.

(A) Acquire Entirely for Own Account. This Agreement is made with Contributor in reliance upon Contributors' representations to GTI PA, which, by Contributors' execution of this Agreement, Contributors hereby confirm that the GTI PA Membership Interests and RCPFM Membership Interests to be acquired by Contributors (together, the "**GTI Securities**") will be acquired for investment for Contributors' own respective accounts, not as nominees or agents, and not with a view to the resale or distribution of any part thereof, and that Contributors have no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, Contributors further represent that except as set forth in this Section 3(a)(xvii)(A), that Contributors do not presently have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participations to such Person or to any third person or entity, with respect to any of GTI Securities. Contributors have not been formed for the specific purpose of acquiring the foregoing securities. Notwithstanding the foregoing, GTI PA acknowledges and accepts that one or more Contributors may sell a portion of its Membership Interests in one or more private transactions, subject to the terms and conditions set forth in Section 6(g). GTI PA also acknowledges and accepts that any or all the Contributors will contribute their GTI PA Membership Interests into the Firefly Holdco as set forth in Section 2(a).

(B) Disclosure of Information. Contributors have had an opportunity to discuss GTI PA's and RCPFM's business, management, financial affairs and the terms and conditions of the offering of the GTI Securities with the management of GTI PA.

(C) Restricted Securities. Contributors understand that the GTI Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Contributors' representations as expressed herein. Contributors understand that the GTI Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, Contributors must hold the GTI Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, an exemption from such registration and qualification requirements is available, or sold in a private party transaction pursuant to the restrictions defined in the operating agreement of RCPFM or GTI PA, as applicable. Contributors acknowledge that neither GTI PA nor RCPFM has an obligation to register or qualify the GTI Securities. Contributors further acknowledge that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the GTI Securities, and on requirements relating to GTI PA or RCPFM that are outside of Contributors' control, and which GTI PA is under no obligation and may not be able to satisfy.

(D) No Public Market. Contributors understand that no public market now exists for the GTI Securities, and that GTI PA has made no assurances that a public market will ever exist for the GTI Securities.

(E) Accredited Investor. Except as set forth in Schedule 3(a)(xvii)(E), each Contributor is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Each Contributor is experienced in evaluating and investigating the securities of privately held companies. Each Contributor states and acknowledges that the Contributor can bear the economic risk of the Contributor's investment, and has such knowledge and experience in financial and business matters that the Contributor is capable of evaluating the merits and risks of an investment in the GTI Securities.

(F) Foreign Investors. If any Contributor is not a United States person (as defined by Section 7701(a)(30) of the Code), such Contributor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the GTI Securities or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the GTI

Securities. Such Contributor's subscription and payment for and continued beneficial ownership of the GTI Securities will not violate any applicable securities or other laws of the Contributor's jurisdiction.

(G) No General Solicitation. Neither the Contributors, nor any of their respective officers, directors, employees, agents, stockholders or partners (if any) have either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the GTI Securities.

(H) Exculpation Among Contributors. Each Contributor acknowledges that it is not relying upon any Person, other than GTI PA and RCPFM (if applicable) and their respective affiliates, officers and directors, in making its investment or decision to invest in GTI PA or RCPFM (if applicable). Each Contributor agrees that neither any Contributor nor any respective controlling Persons, officers, directors, partners, agents, or employees of any Contributor shall be liable to any other Contributor for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the GTI Securities.

(xviii) No Undisclosed Liabilities. The Company does not have any liability of any nature, whether known or unknown, accrued, absolute, or contingent that is not either (a) set forth on the most recent Financial Statements provided to GTI PA, or (b) a liability incurred in the ordinary course of the Company's business since the most recent date of the Financial Statements, which does not result from, arise out of, or relate to any breach of contract, breach of warranty, tort, infringement or violation of requirements of law.

(b) **Representations and Warranties of GTI PA**. GTI PA represents and warrants to Contributors as follows:

(i) Organization and Authority. GTI PA is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. GTI PA has full power and authority to enter into this Agreement and the Transaction Documents, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by GTI PA of this Agreement and any other Transaction Document to which GTI PA is a party, the performance by GTI PA of its obligations hereunder and thereunder and the consummation by GTI PA of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of GTI PA. This Agreement and each other Transaction Document to which GTI PA is or will be a party has been duly executed and delivered by GTI PA, and this Agreement and each other Transaction Document to which GTI PA is or will be a party constitutes a legal, valid, and binding obligation of GTI PA enforceable against GTI PA in accordance with its terms. GTI PA has full power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted. GTI PA is duly licensed or qualified to do business and is in good standing in each jurisdiction in which

the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary.

(ii) Financial Statements. GTI PA has heretofore furnished Company and the Contributors with a copy of the financial statements of GTI PA (including balance sheets and statements of income and expense) for the fiscal year ended December 31, 2017 (the “**GTI Financial Statements**”), true and correct copies of which are attached to Schedule 3(b)(ii). All financial data concerning the business furnished by GTI PA to Company, including, without limitation, the Financial Statements, are materially true and are an accurate representation of the GTI PA businesses in all material respects on their respective dates, and contain no income that is not in the ordinary course of the Business. GTI PA specifically understand that Contributors are relying upon the accuracy of the information and documentation provided by GTI PA as a material factor for determining the value of such businesses and is a material inducement for Contributors to enter into the transactions contemplated under this Agreement.

(iii) No Broker. GTI PA has not engaged any person or entity who is entitled to a broker’s commission, finder’s fee, investment banker’s fee or similar payment from GTI PA for arranging the transactions contemplated hereby or introducing the Parties to each other.

(iv) Sufficiency of Assets. GTI PA has full authority to issue the GTI PA Membership Interests and its members collectively have access to sufficient RCPFM Membership Interests and cash on hand or other sources of immediately available funds to enable it to provide the Contribution Consideration to the Contributors and consummate the transactions contemplated by this Agreement.

(v) Capitalization.

(A) The GTI Securities will be issued in compliance with applicable laws, and will not be issued in violation of the Certificate of Organization of GTI PA (the “**GTI Certificates of Organization**”) or the applicable operating agreement of GTI PA, as amended to date if applicable (the “**GTI Operating Agreements**”) and together with the GTI Certificates of Organization, collectively, the “**GTI Organizational Documents**”) or any other agreement, arrangement, or commitment to which GTI PA is a party, and, except as set forth the GTI Operating Agreements, are not subject to or in violation of any preemptive or similar rights of any person or entity.

(B)



[REDACTED]

(vi) No Conflicts; Consents. Except as set forth on Schedule 3(a)(vi), the execution, delivery and performance by GTI PA of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the GTI Organizational Documents; (b) except as it applies to the Controlled Substances Act to the extent relating to marijuana, conflict with or result in a violation or breach of any provision of any law or of any governmental order known by and applicable to GTI PA; (c) require the consent, notice or other action by any person or entity under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any contract to which GTI PA is a party or is bound or to which any of their respective properties and assets are subject, or any permit affecting the properties, assets or business, provided that no representation or warranty is made as to the Department's requirements; or (d) result in the creation or imposition of any Encumbrance on any properties or assets of GTI PA. Except as required under the Pennsylvania Act, no consent, approval, permit, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to GTI PA in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

(vii) No Subsidiaries. Except with respect to the Company upon consummation of the Closing, GTI PA does not own, or have any interest in any shares or have an ownership interest in any other entity.

(viii) Taxes. GTI PA has filed with the appropriate Taxing Authority all Tax returns required to be filed by it and such Tax returns were prepared in accordance with all applicable laws and are complete and accurate in all material respects. GTI PA has paid all Taxes required to be paid for the periods covered by said Tax returns and is not delinquent in the payment of any such Taxes. No deficiency or adjustment in respect to any Taxes has been proposed, asserted or assessed by any Taxing Authority against GTI PA. There are no pending or proposed Tax audits of GTI PA or any of its Tax returns. All Taxes required to have been withheld and paid, along with any amounts paid by GTI PA or owing to any payee, independent contractor or any other person, have been withheld and paid to the appropriate Taxing Authority. There are no Encumbrances for Taxes on the assets of GTI PA.

(ix) Litigation. Except as set forth on Schedule 3(a)(ix), there is no action, suit or proceeding pending or to GTI PA's knowledge threatened against GTI PA or being pursued by GTI PA, at law or in equity, before any federal, state, municipal, administrative or other governmental agency or instrumentality, domestic or foreign (including, without limitation, any suit, action, proceeding or investigation pursuant to Title II of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age

Discrimination Act, the Family and Medical Leave Act of 1993, the Pennsylvania Act or any other federal, state or local law regulating employment). No judgment or lien is outstanding against GTI PA, nor is GTI PA in default with respect to any order or decree of any court or of any governmental agency or instrumentality.

(x) Compliance with Law; Permits. Except as set forth on Schedule 3(b)(x), and except for any violation of the federal Controlled Substances Act as it pertains to the cultivation, manufacture or retail sale of cannabis, GTI PA is not in violation of, or delinquent in respect to, any decree, order or arbitration award or law, statute, or regulation of or agreement with, or any permit or environmental permit from, any federal, state or local governmental authority to which the property, assets, personnel or activities of GTI PA is subject, including federal, state or local laws, statutes and regulations relating to equal employment opportunities, fair employment practices, occupational health and safety, work authorization, wages and hours, plant closings and layoffs, discrimination and cannabis-related activities, including without limitation the Pennsylvania Act. A complete list of permits held by GTI PA (the “**GTI Permits**”) is set forth on said Schedule 3(b)(xv). The Permits constitute all permits that are material and necessary to the conduct of the GTI Business as currently conducted. All of the Permits are valid and in full force and effect in all material respects and will not be invalidated or otherwise affected by the consummation of the transactions contemplated by this Agreement and all other related documents (subject to the Department’s approval thereof pursuant to the Pennsylvania Act). GTI PA is not in default under any Permit. Except as set forth on Schedule 3(b)(x), GTI PA has not received from any governmental authority any written notification with respect to possible noncompliance of any decree, order, writ, judgment or arbitration award or law, statute, or regulation.

(xi) No Undisclosed Liabilities. GTI PA does not have any material liability of any nature, whether known or unknown, accrued, absolute, or contingent that is not either (a) set forth on its most recent financial statements provided to Company or (b) a material liability incurred in the ordinary course of the GTI PA’s business since the most recent date of such GTI PA financial statements, which does not result from, arise out of, or relate to any breach of contract, breach of warranty, tort, infringement or violation of requirements of law.

(xii) Financial Capability. GTI PA’s cash balance as of November 30, 2017, was approximately \$7 million, and since that date has been reduced only by expenses in the ordinary course of business.

(xiii) Firefly Equity Interest. The GTI PA Membership Interests to be issued pursuant to this agreement will constitute 9.9% of all outstanding equity interests in GTI PA, assuming exercise of all instruments exercisable for GTI PA equity, all securities convertible into GTI PA equity, all rights to purchase GTI PA equity, and otherwise on a fully diluted basis.

(c) Representations and Warranties of RCPFM. RCPFM represents and warrants to Contributors as follows:

(i) Organization and Authority. RCPFM is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. RCPFM has full power and authority to enter into this Agreement and the Transaction Documents, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by RCPFM of this Agreement and any other Transaction Document to which RCPFM is a party, the performance by RCPFM of its obligations hereunder and thereunder and the consummation by RCPFM of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of RCPFM. This Agreement and each other Transaction Document to which RCPFM is or will be a party has been duly executed and delivered by RCPFM, and this Agreement and each other Transaction Document to which RCPFM is or will be a party constitutes a legal, valid, and binding obligation of RCPFM enforceable against RCPFM in accordance with its terms.

(ii) No Conflicts; Consents. Except as set forth on Schedule 3(c)(ii), the execution, delivery and performance by RCPFM of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Organizational Documents of RCPFM; (b) conflict with or result in a violation or breach of any provision of any law or governmental order applicable to RCPFM; or (c) require the consent, notice or other action by any person or entity under any contract to which RCPFM is a party. Except as required under the Pennsylvania Act, no consent, approval, permit, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to RCPFM in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

(iii) No Broker. RCPFM has not engaged any person or entity who is entitled to a broker's commission, finder's fee, investment banker's fee or similar payment from RCPFM for arranging the transactions contemplated hereby or introducing the Parties to each other.

(iv) Capitalization. The RCPFM Membership Interests are issued in compliance with applicable laws, and are not issued in violation of the Certificate of Formation of RCPFM (the "**RCPFM Certificates of Organization**") or the limited liability company agreement of RCPFM, as amended to date if applicable (the "**RCPFM Operating Agreements**") and together with the GTI Certificates of Organization, collectively, the "**RCPFM Organizational Documents**") or any other agreement, arrangement, or commitment to which RCPFM is a party, and, except as may be set forth the RCPFM Operating Agreements, are not subject to or in violation of any preemptive or similar rights of any person or entity.

4. **Conditions to Closing.**

(a) **Conditions to Contributors' Obligations.** The obligation of Contributors to close the transactions contemplated hereby is subject to the fulfillment of all of the following conditions on or prior to the Closing Date:

(i) **Legal Prohibition.** No order, stay, judgment or decree shall have been issued by any court restraining or prohibiting the consummation of the transactions contemplated by this Agreement or the other Transaction Documents.

(ii) **GTI PA's and RCPFM's Representations and Warranties.** Each of the representations and warranties made by GTI PA and RCPFM in this Agreement shall be true and correct when made on the date hereof and shall be true and correct in all material respects at and as of the Closing Date, as though such representations and warranties were made at and as of such time (except to the extent any representation or warranty is expressly made as of a prior date);

(iii) **GTI PA's Covenants.** All obligations of GTI PA to be performed hereunder through, and including on, the Closing Date (including all obligations which GTI PA would be required to perform at the Closing if the transactions contemplated hereby was consummated) shall have been fully performed;

(iv) **Third Party Consents; Filings.** All of the consents, authorizations, orders or approvals required to be obtained, or filings to be made, including without limitation from or with the Department, shall have been obtained or made, as applicable (the "**Required Consents**"), except those consents that the Parties mutually agree may be obtained post-Closing; and

(v) **Deliveries.** GTI PA and RCPFM shall have delivered all of the documents set forth in Sections 5(a) and 5(b).

(b) **Conditions to GTI PA's and RCPFM's Obligations.** The obligations of GTI PA and RCPFM to close the transactions contemplated hereby are subject to the fulfillment of all of the following conditions on or prior to the Closing Date.

(i) **Contributors' and the Company's Representations and Warranties.** Each of the representations and warranties made by each Contributor and the Company in this Agreement shall be true and correct when made on the date hereof and shall be true and correct in all material respects at and as of the Closing Date and the Closing Date, as applicable, as though such representations and warranties were made at and as of such time (except to the extent any representation or warranty is expressly made as of a prior date);

(ii) **Contributors' and the Company's Covenants.** All obligations of each Contributor and the Company to be performed hereunder through, and including on, the Closing Date (including all obligations which Contributors and the Company would be required to perform at the Closing if the transactions contemplated hereby was consummated) shall have been fully performed;



(iii) Third Party Consents; Filings. All Required Consents shall have been obtained or made, as applicable, except those consents that the Parties mutually agree may be obtained post-Closing; and

(iv) Deliveries. Contributors shall have delivered all of the documents set forth in Section 5(c).

5. **Closing Deliveries.**

(a) GTI PA's Deliveries. Subject to the fulfillment or waiver of the conditions set forth in this Section 5(a), GTI PA shall execute and/or deliver to Contributors (and the Firefly Holdco, if applicable) all of the following:

(i) the Contribution Consideration;

(ii) GTI PA's Amended and Restated Limited Liability Company Agreement in substantially the form of Exhibit E hereto (the "**GTI PA LLC Agreement**"), duly executed by all parties thereto, except Contributors;

(iii) the GTI PA Joinder Agreements, duly executed by GTI PA, providing for: (A) the Firefly Holdco's and Contributors', as applicable, acquisition of GTI PA Membership Interests, and (B) the Firefly Holdco's and Contributors', as applicable, joining the GTI PA LLC Agreement;

(iv) without limitation by specific enumeration of the foregoing, all other documents reasonably required from GTI PA to consummate the transactions contemplated hereby.

(b) RCPFM's Deliveries. Subject to the fulfillment or waiver of the conditions set forth in this Section 5(b), RCPFM shall execute or deliver to Contributors all of the following:

(i) the RCPFM Joinder Agreements, duly executed by RCPFM, providing for: (A) Contributors' purchase of RCPFM Membership Interests, and (B) Contributors joining the RCPFM's Limited Liability Company Agreement, attached hereto as Exhibit F; and

(ii) without limitation by specific enumeration of the foregoing, all other documents reasonably required from RCPFM to consummate the transactions contemplated hereby.

(c) Contributors' and the Company's Deliveries. Subject to the fulfillment or waiver of the conditions set forth in this Section 5(c), Contributors and the Company shall execute or deliver to GTI PA all of the following:

- (i) an assignment of the Membership Interests to GTI PA in substantially the form of Exhibit G hereto (the “**Firefly Assignment**”);
- (ii) the GTI PA Joinder Agreements, duly executed by the Firefly Holdco or each Contributor, as applicable;
- (iii) the RCPFM Joinder Agreements, duly executed by Contributors;
- (iv) current, valid copies of all Required Consents necessary for the Closing to occur in accordance with applicable law; and
- (v) without limitation by specific enumeration of the foregoing, all other documents reasonably required from Contributors to consummate the transactions contemplated hereby.

6. **Covenants.**

(a) **Taxes.**

(i) **Transfer Taxes.** GTI PA will timely file Transfer Tax returns as required by applicable law and will notify Contributors when such filings have been made. GTI PA and Contributors will cooperate and consult with each other prior to filing such Transfer Tax returns to ensure that all such returns are correctly filed. Notwithstanding anything to the contrary in this Agreement, GTI PA and Contributors shall each pay 50% of any applicable Transfer Taxes that arise as a result of the transactions contemplated by this Agreement.

(ii) **Cooperation; Audits.** In connection with the preparation of Tax returns, audit examinations, and any other administrative or judicial proceedings relatives to the Tax liabilities imposed on the Company or either Contributors (with respect to the income of GTI PA or the Company) or GTI PA for a portion of a taxable year or period that begins before and ends after the Closing Date (the “**Straddle Period**”), the Parties will cooperate fully with each other, including the furnishing or making available during normal business hours of records, personnel (as reasonably required), books of account, powers of attorney or other materials necessary or helpful for the preparation of such Tax returns, the conduct of audit examinations or the defense of claims by any Taxing Authority as to the imposition of Taxes. The foregoing shall not be construed to require the Contributors to provide copies of any individual tax returns or filings, or any other individual tax information.

(iii) **Tax Distributions.** After the Closing and during and after the close of the Straddle Period, GTI PA shall cause the Company to pay to each Contributor an amount equal to the Taxes such Contributor will owe as a result of any profit allocated to such Contributor’s Membership Interest held during the Straddle Period prior to the Closing, as reasonably determined in good faith by GTI PA (the “**Straddle Tax Burden**”), which payments shall be made from the positive net cash flow from the Company’s

operation of the Business to the extent available from time to time (the “**Company Tax Distribution**”. To the extent the Company’s positive net cash flow is insufficient to cover the Straddle Tax Burden for the Straddle Period, the Company shall pay to the Contributors the difference between the Straddle Tax Burden and Company Tax Distribution (such amount, the “**Tax Distribution Deferral**”) within a reasonable time after accruing sufficient positive net cash flow to cover such Tax Distribution Deferral. For clarity, any draws advanced to the Company under the LOC Note shall not be deemed income for purposes of determining the net cash flow.

(iv) Survival. This Section 6(a) shall survive the Closing.

(b) Conduct of Business Prior to Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by GTI PA (which consent shall not be unreasonably withheld or delayed), Contributors shall, and shall cause the Company to, (x) conduct the Business in the ordinary course of business materially consistent with past practice; (y) use reasonable best efforts to maintain and preserve intact the current organization, Business and franchise of the Company and to preserve the rights, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having Business relationships with the Company; and (z) adhere to the following negative covenants (the “**Negative Covenants**”):

(i) sell, convey, assign, transfer or otherwise dispose of any of the Company’s assets material to the operation of the Company’s business, including without limitation, the Permits, in a manner outside of the ordinary course of business as consistent with past practices;

(ii) engage in the sale of the Company’s business (whether via a sale of assets or equity or debt securities), or any portion thereof, and/or any extraordinary transactions;

(iii) permit any issuance of equity or debt securities of the Company, except to Firefly Holdco;

(iv) permit any distributions by the Company in cash, in kind, or otherwise, except to enable the members to pay taxes on their share of Company income pursuant to the terms and conditions set forth in this Agreement or the Management Services Agreement;

(v) permit the Company to be merged, consolidated or otherwise reorganized with or into any other entity;

(vi) permit any amendment to its organizational documents, including, without limitation, any articles of organization, operating agreements, or any other governing documents providing for the internal organization or management of the Company; or

(vii) permit the dissolution or liquidation of the Company.

(viii) Notwithstanding the foregoing, Contributors shall have no liability for the breach of this Section 6(b) if (i) the breach is caused by the actions or omissions of Vision and (ii) the breach is not caused by the actions or omissions of any Contributor or any breach or violation of the Management Services Agreement by any Contributor.

(c) Required Consents. The Parties shall: (i) mutually agree on the time table for seeking any Required Consents that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other Transaction Documents; (ii) timely make, or cause or be made, all filings and submissions required under any law applicable to such Party or any of its Affiliates; and (iii) use reasonable best efforts to obtain, or cause to be obtained, such Required Consents. Each Party shall cooperate fully with the other Party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders, and approvals. Subject to the foregoing, the Parties shall not willfully take any action that will have the effect of delaying, impairing, or impeding the receipt of any required consents, authorizations, orders, and approvals.

(d) Third Party Consents. Contributors and GTI PA shall use reasonable best efforts to give all notices to, and obtain all consents from, all third parties that require such consent to consummate the execution and delivery of this Agreement and the other Transaction Documents.

(e) Notice of Certain Events. From the date hereof until the Closing, Contributors shall promptly notify GTI PA in writing of:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by any Contributor or the Company hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 4 to be satisfied;

(ii) any notice or other communication from any person or entity alleging that the consent of such person or entity is or may be required in connection with the transactions contemplated by this Agreement;

(iii) any notice or other communication from any governmental authority in connection with the transactions contemplated by this Agreement; and

(iv) any actions commenced or threatened against, relating to or involving or otherwise affecting Contributors or the Company that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3(a)(xi) or that relates to the consummation of the transactions contemplated by this Agreement.

(f) Further Assurances. From time to time, as and when requested by any Party to this Agreement, the other Parties will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions, as the requesting Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

(g) Transfer of Membership Interests.

(i) During the 90 day period commencing on the Effective Date (the “**Initial Period**”) but prior to the earlier of the Closing Date or the Termination Date, a Contributor shall not sell, assign, contribute or otherwise transfer any Membership Interest of such Contributor without (1) the prior written consent of GTI PA (the “**Transfer Consent**”), which may not be unreasonably withheld, conditioned or delayed, and (2) GTI PA’s receipt of a duly executed written undertaking whereby the proposed transferee agrees to be bound by the terms and conditions of this Agreement as a “Contributor” in form and substance satisfactory to GTI PA. GTI PA may determine not to grant the Transfer Consent based on any of the following factors or characteristics relating to the proposed transferee, which in the discretion of GTI PA, may jeopardize or otherwise have an adverse impact upon any permits or licenses held or being sought to be held by GTI PA or any Subsidiary of GTI PA or upon the business (including goodwill, brand or reputation) of GTI PA or any Subsidiary of GTI PA (and such determination shall not be deemed to constitute an unreasonable withholding, condition or delay: (A) any criminal history, reputation, or other characteristics of the proposed transferee; (B) any material prior, pending or threatened litigation, proceeding, action, investigation or other claims against the proposed transferee that (i) are directly adverse to GTI PA or indicative of an ongoing behavior that is adverse to GTI PA, or (ii) would reasonably impair the brand, reputation, financials, operations, or business of GTI PA in the reasonable, good faith, discretion of GTI PA; or (C) any prior, current or anticipated adverse financial conditions of the proposed transferee, including, without limitation, any bankruptcy, insolvency or other similar conditions or events indicating financial distress. A Contributor seeking the Transfer Consent with respect to any sale, assignment, contribution or transfer of such Contributor’s Membership Interests shall, at such Contributor’s sole expense, provide and deliver to GTI PA such documents and information (including, without limitation, a criminal background check) as may be requested by GTI PA and deemed relevant by GTI PA to the foregoing determination.

(ii) During the period commencing after the expiration of the Initial Period and continuing until the earlier of the Closing Date or the Termination Date, a Contributor may sell, assign, contribute or otherwise transfer such Contributor’s Membership Interests, subject to the right of first offer in favor of GTI PA as set forth below.

(A) If a Contributor desires to sell, assign, contribute or otherwise transfer such Contributor’s Membership Interests, such Contributor (the “**Selling Contributor**”) shall deliver a written notice (the “**Selling Notice**”) to GTI PA specifying therein the terms of the desired sale of the Membership Interests,

including the price to be received therefor (“**Proposed Price**”). For a period of 5 days after the date of the GTI PA’s receipt of the Selling Notice (the “**Offer Period**”), GTI PA shall have an option to purchase all (but not less than all) of the Membership Interests proposed to be sold at the Proposed Price (the “**Sale Interests**”). If GTI PA declines or fails to purchase all of the Sale Interests proposed to be sold by the Selling Contributor within the Offer Period, the Selling Contributor may sell the Sale Interests proposed to be sold in accordance with Section 6(g)(ii)(B).

(B) Upon the expiration of the Offer Period and provided that less than all of the Membership Interests proposed to be sold were accepted for purchase by GTI PA, the Selling Contributor may, within 60 days after the expiration of the Offer Period, sell the Sale Interests specified in the Selling Notice for a price equal to or greater than the Proposed Price, subject to GTI PA’s grant of the Transfer Consent as set forth in Section 6(g)(i). Prior to the end of such 60-day period, the Selling Contributor must provide GTI PA with notice defining the identity of the proposed buyer and the amount to be paid in consideration for the Sale Interests to GTI PA (the “**Proposed Transfer Notice**”). Transfer Consent shall be granted or withheld within the 15-day period following GTI PA’s receipt of the Proposed Transfer Notice. At any time that Transfer Consent is declined pursuant to delivery of a Proposed Transfer Notice to GTI PA, the Selling Contributor shall be permitted to find an alternative buyer provided that a Proposed Transfer Notice for such alternative buyer is delivered to GTI PA within the 30-day period immediately following such declination. If the Selling Contributor fails to deliver the Proposed Transfer Notice to GTI PA within such 60-day period or such 30-day period as the case may be, then the Selling Contributor shall not be permitted to sell such Sale Interests without complying with the procedures set forth in this Section 6(g)(ii).

(iii) Transfers of any and all Contributor’s membership interests to Firefly Holdco shall not be subject to this Section 6(g).

(h) Capitalization of LOC Note. At Closing, the outstanding balance of the principal of and accrued interest on the LOC Note will become part of the equity capitalization of GTI PA, as reflected in the GTI Operating Agreement attached to this Agreement. At that time, GTI PA and Company will no longer be obligated under the LOC Note as it will be extinguished by GTI Core. GTI PA represents, warrants and agrees that (i) the capitalization of the Note Balance will not serve to increase the capital accounts of any GTI PA member in excess of ten million, five hundred thousand dollars (\$10,500,000), which is the aggregate capital account value of the GTI PA members including the Contributors, nor shall it change the membership interests reflected in the GTI PA Operating Agreement and (ii) the capitalization of the LOC Note balance, or extinguishment of the LOC Note balance as the case may be, will not cause GTI PA or any member of GTI PA to recognize taxable income.

7. **Indemnification.**

(a) **Survival.** Subject to the limitations and other provisions of this Agreement, the Fundamental Representations shall survive the Closing and shall remain in full force and effect until the date that is 60 days after the expiration of any statute of limitations applicable thereto. All representations and warranties other than the Fundamental Representations shall survive until 5:00 pm, Pennsylvania time, on the first anniversary of Closing. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

(b) **By Contributors.** Subject to the procedures and limitations set forth in this Section 7, Contributors shall, jointly and severally, indemnify and hold GTI PA and RCPFM and their respective Affiliates, successors and assigns (the “**GTI Indemnified Group**”) harmless from and against any and all Damages, arising out of or in connection with:

(i) Any and all liabilities and obligations of, or claims against the Company or the GTI Indemnified Group and any other obligation or liability arising out of the operation of the Company that arise out of or relate to the Business: (A) prior to the effective date of the Management Services Agreement; and (B) after the effective date of the Management Services Agreement, if caused by acts of any Contributor or omissions of the Contributors in violation of the Management Services Agreement.

(ii) Any breach of any of the representations or warranties made by a Contributor or the Company in this Agreement or any Transaction Document or any failure by a Contributor or the Company to perform any material agreement or covenant under this Agreement or any Transaction Document, or from any misrepresentation in or omission from any Schedule, certificate or other instrument furnished or to be furnished by a Contributor or the Company to GTI PA or RCPFM hereunder;

(iii) Any Taxes attributable to any all taxable periods (including any portion thereof) of the Company ending on or before the Closing Date;

(iv) Any matter related to any dispute or controversy involving the real property located at 1737 Lincoln Way East, Chambersburg, Pennsylvania;

(v) Any legal fees or incremental labor costs incurred in connection with Neutrality and Card Check Agreement dated March 16, 2017, by and between the Company and the United Food and Commercial Workers Local 1776 (the “**Union Agreement**”) at the three dispensary sites licensed to Company caused by the Union Agreement, including, without limitation, any increase in the aggregate of wages, benefits, expenses, costs, losses or liabilities owed to employees of the Business as a result of or otherwise relating to the Union Agreement at such sites. Notwithstanding the foregoing,

Contributors shall not be responsible for indemnification under this Section 7(b)(v) in excess of \$750,000 in the aggregate;

(vi) Any matter related to (A) the limited liability company governance or other internal affairs of the Company and its members prior to the Closing Date, (B) any transactions, agreements, arrangements, understandings, dealings or other matters among and/or between Contributors or among and/or between any Contributor and/or the Company prior to the Closing Date, or (C) the allocation of the Contribution Consideration among the Contributors, including, without limitation, any error in Exhibit A; and

(vii) All reasonable costs and expenses (including reasonable attorneys' fees, whether involving a third party or, provided GTI PA or RCPFM has prevailed on its claim of indemnification against a Contributor between the Parties to this Agreement) incurred by GTI PA or RCPFM in connection with any claim, action, suit, arbitration or other proceeding, demand, assessment or judgment incident to any of the matters GTI PA or RCPFM is indemnified against by Contributors in this Agreement.

(c) By GTI PA. Subject to the procedures and limitations set forth in this Section 7, GTI PA shall indemnify and hold Contributors and their respective successors and assigns (the "**Contributor Indemnified Group**") harmless from and against any and all Damages, arising out of or in connection with:

(i) Any liabilities and obligations of, or claims against GTI PA and any other obligation or liability arising out of the operation of GTI PA that arise out of or relate to the GTI PA business prior to the Effective Date;

(ii) Any breach of any of the representations or warranties made by GTI PA or RCPFM in this Agreement or any Transaction Document or any failure by GTI PA or RCPFM to perform any agreement or covenant on the part of GTI PA or RCPFM under this Agreement or any Transaction Document, or from any misrepresentation in or omission from any schedule, certificate or other instrument furnished or to be furnished by GTI PA or RCPFM to Contributors hereunder;

(iii) All reasonable costs and expenses (including reasonable attorneys' fees, whether involving a third party or, provided that Contributors has prevailed on its claim of indemnification against GTI PA, between the Parties to this Agreement) incurred by Contributors in connection with any action, suit, arbitration or other proceeding, demand, assessment or judgment incident to any of the matters Contributors are indemnified against by GTI PA or RCPFM in this Agreement;

(iv) Any and all liabilities and obligations of, or claims against the Company or any and all of the Contributors and any other obligation or liability arising out of the operation of the Company that arise out of or relate to the Business after the effective date of the Management Services Agreement, if caused by acts or omissions of GTI PA, Vision, and/or an Affiliate in violation of the Management Services Agreement. and



(v) Any Taxes attributable to any all taxable periods (including any portion thereof) of GTI PA and/or RCPFM ending on or before the Closing Date.

(vi) Any payments made by GTI PA to Vision or any other management company under common control with GTI PA in excess of the actual costs, plus reasonable overhead reasonably allocated to such actual costs, for services rendered by such management company to GTI PA.

(d) Limitations on Liability

(i) The maximum aggregate Damages for which the GTI Indemnified Group will be entitled to indemnification under Sections 7(b)(ii) and 7(b)(vii) (to the extent liability under Section 7(b)(vii) relates to a claim under Section 7(b)(ii)), is an amount equal to \$1,500,000; provided, however, that such limitations shall not apply to any Damages arising from (A) any breach of any Fundamental Representation or (B) any fraud, bad faith, willful misconduct or criminal intent by the Contributors as finally determined by a court of law or by agreement of the parties pursuant to the terms of this Agreement.

(ii) The maximum aggregate Damages for which the Contributor Indemnified Group will be entitled to indemnification under Sections 7(c)(i) and 7(c)(ii) (to the extent liability under 7(c)(ii) relates to a claim under 7(c)(i)), is an amount equal to \$1,500,000; provided, however, such limitations shall not apply to any losses or liabilities arising from (A) any breach of any Fundamental Representation or (B) any fraud, bad faith, willful misconduct or criminal intent by the GTI or RCPFM as finally determined by a court of law or by agreement of the parties pursuant to the terms of this Agreement.

(iii) Notwithstanding the foregoing, neither the Contributors nor GTI PA shall have any obligation to provide any indemnification pursuant to, in the case of Contributors, Sections 7(b)(ii) or 7(b)(vii), and, in the case of GTI PA, Sections 7(c)(i) or 7(c)(ii), in each case until the aggregate dollar amount of all Damages that would otherwise be indemnifiable exceeds \$25,000, in which case the indemnifying parties shall be required to pay all Damages from the first dollar; provided, however, that such limitation shall not apply to any Damages relating to (A) any breach of any Fundamental Representation or (B) any fraud, bad faith, willful misconduct or criminal intent by the indemnifying party determined by a court of law or by agreement of the parties pursuant to the terms of this Agreement.

(iv) Any Damages otherwise recoverable hereunder shall be net of any insurance proceeds actually recovered by any Person entitled to indemnification under Section 7(a) or 7(b) with respect to the specific Damages claimed (in each case, after reduction for all costs and expenses incurred in connection with obtaining such recovery). Any Party that may be entitled to indemnification shall use commercially reasonable efforts to seek full recovery under all applicable insurance policies that may cover such Damages to the same extent as they would if such Damages were not subject to indemnification or other recovery hereunder. Notwithstanding the foregoing, (x) the pursuit of such recoveries under insurance policies shall not be a condition precedent to the indemnified Party's

receipt of an indemnification payment pursuant hereto and (y) in no event shall any indemnified Party (including the Company following the Closing) be required to sue or thereafter to sue any insurance providers or other third party indemnitors. In the event that an insurance recovery is made by any such indemnified Party with respect to any Damages for which any such Party has been indemnified or otherwise recovered hereunder, then a refund equal to the aggregate net amount of the recovery (after reduction for all costs and expenses incurred in connection with obtaining such recovery and including any increases in premiums directly resulting from such recovery) shall be made promptly to the Party who previously provided the applicable recovery.

(v) After the Closing, (a) except for remedies that cannot be waived as a matter of law and injunctive, provisional and equitable relief (including specific performance) and (b) in the absence of fraud, bad faith, willful misconduct or criminal conduct, the sole and exclusive remedy for any claim arising out of a breach of any representation, warranty, covenant or other agreement set forth in this Agreement or the Transaction Documents or any other liability under this Agreement shall be a claim for indemnification pursuant to the terms, and subject to the limitations of, this Section 7(d).

(vi) For purposes of calculating the amount of Damages for Section 7(d)(iii), each of the representations and warranties that contain the phrase “Material Adverse Effect”, the phrase “material adverse effect”, the phrase “in all material respects”, or other material qualifiers shall be deemed to have been given as though there were no “Material Adverse Effect”, “material adverse effect”, “in all material respects” or other material qualifiers for purposes of indemnification under this Section 7.

(e) Indemnification Procedure.

(i) Notice. Promptly after a Party becomes aware of any claim, demand, action, proceeding, event or condition with respect to which a claim for indemnification may be made by such Party (the “**Indemnified Party**”) pursuant to this Section 7, the Indemnified Party shall give written notice to the other Party or Parties, as applicable (the “**Indemnifying Party**”) of the nature of the matter for which a right to indemnification is claimed (an “**Indemnification Claim**”); provided, however, that the failure of the Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of any obligations, except to the extent (and only to the extent) the Indemnifying Party is actually prejudiced thereby.

(ii) Third Party Claims. In case any such Indemnification Claim involves a claim, demand, action, or proceeding by a third party (a “**Third Party Claim**”) the Indemnifying Party may, following notice and consultation with the Indemnified Party (x) defend against any such claim or litigation in such manner as it may deem appropriate, and (y) compromise or settle such litigation or claim with the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld.

(iii) Cooperation; Costs; Defense of Action. The Indemnified Party shall cooperate with the Indemnifying Party in connection with such defense. Subject to the

limitations of Section 7, the Indemnifying Party shall be responsible for and shall satisfy the amount of all liabilities, damages, costs of settlement, fees, costs and expenses, including attorneys' fees incurred in connection with such defense and, if no settlement of any such claims is made, the Indemnifying Party shall satisfy any judgment with respect to such claim or litigation. In the event the Indemnifying Party assumes such defense, then the Indemnifying Party shall not be liable to the Indemnified Party for any fees of other counsel or any other expenses with respect to the defense of such proceeding incurred by the Indemnified Party.

(iv) Action by Indemnified Party. In the event the Indemnifying Party does not elect to defend such claim, then the Indemnified Party shall defend the same (with the cooperation of the Indemnifying Party) and may compromise or settle such litigation with the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld, and the Indemnifying Party shall promptly reimburse the Indemnified Party for the amount of all liabilities, damages, costs of settlement, fees, costs and expenses, including attorneys' fees, reasonably incurred by the Indemnified Party in connection with such defense of any such claim or litigation. If no settlement of any such claim is made, the Indemnifying Party shall satisfy any judgment rendered with respect to such claim or litigation before the Indemnified Party is required to do so.

(v) Contributor Reimbursement in Cash or via Forfeiture of GTI Securities. Contributors may satisfy their indemnification obligations hereunder via cash payments, or via forfeiture of an equivalent number of GTI Securities pursuant to their own election, in either case within 60 days after the earlier of (A) a Damage being agreed to by a Contributor that is an Indemnifying Party or (B) a Damage is finally adjudicated to be payable pursuant to this Section 7. Contributor and GTI PA may agree that Contributor may satisfy its indemnification obligation via forfeiture of GTI Securities. If so, the parties agree to negotiate in good faith to determine the number and type of GTI Securities to be forfeited based on their fair market value of such GTI Securities at the time of such forfeiture as reasonably determined by them. If they do not agree on such a valuation within the allotted 60-day period, then the indemnification obligations shall be paid in cash. If any Contributor forfeits GTI Securities hereunder, such forfeiture shall occur automatically without any further action of the Parties; provided, however, that Contributors agree to execute such documents and instruments and to take all other measures necessary to memorialize the forfeiture of the forfeited GTI Securities.

(vi) GTI PA Reimbursement in Cash. GTI PA shall satisfy its indemnification obligations hereunder via cash payments within 60 days after the earlier of (A) a Damage being agreed to by GTI PA or (B) a Damage is finally adjudicated to be payable pursuant to this Section 7.

(vii) Indemnification Overpayment and Underpayment. If after satisfaction of any Indemnification Claim under this Section 7 by transfer of cash, forfeiture of an Indemnifying Party's GTI Securities, or by other means (the "**Indemnification Compensation**"), (1) the Indemnification Compensation was excessive, within thirty (30) days, the Indemnified Party shall return the amount of such

Indemnification Compensation that is in excess of the amount that should have been paid or (2) the Indemnification Compensation was insufficient, within thirty (30) days, the Indemnifying Party shall pay the amount of such Indemnification Compensation that is below the amount that should have been paid in accordance with Section 7(e)(v) (such amounts described in the foregoing clauses (1) or (2), the “**Indemnification Correction**”). If Indemnification Compensation related to Indemnification Correction includes forfeiture of GTI Securities in the case of overpayment by a Contributor, such Contributor may elect to receive reversals of such forfeitures as the form of such returned Indemnification Compensation. Any such reversals of forfeitures shall be realized by such forfeitures becoming null and void as to the forfeited GTI Securities equal in value at the time of such forfeiture to the amount of the Indemnification Correction so elected by Contributor.

8. **Termination.**

(a) **Termination.** This Agreement may be terminated at any time prior to the Closing: (i) by the mutual written consent of GTI PA and the Company; or (ii) by Company or GTI PA upon written notice to the Company after the Department’s final determination of non-approval of the transactions contemplated by this Agreement, notwithstanding the Parties’ best efforts to obtain Department approval. Each party acknowledges that the contribution of the Membership Interests in exchange for the Contribution Consideration requires the consent of the Department, and the obligations to exchange such Membership Interests and Contribution Consideration are not enforceable obligations unless the approval of the Department is received. The parties’ best efforts to obtain such consent shall not require them to expend material sums of money.

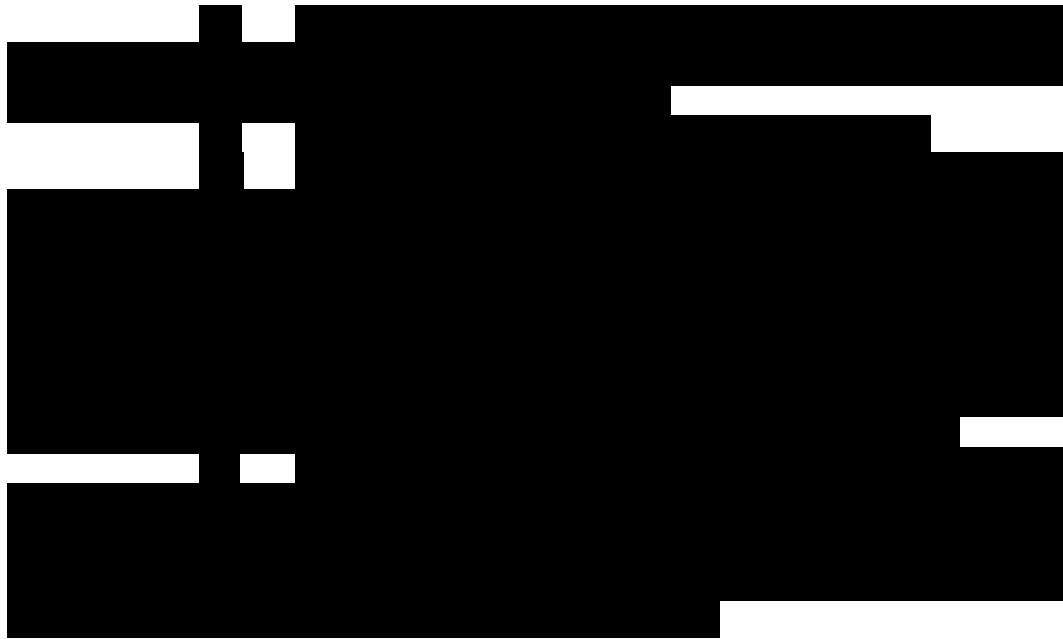
(b) **Effects of Termination.** In the event of the termination of this Agreement in accordance with this Article:

(i) This Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except as set forth in this Section 8 or Section 9; provided, however, that nothing herein shall relieve any Party from liability for any willful breach of any provision of this Agreement; and

(ii)

[REDACTED]

[REDACTED]



9. **General Provisions.**

(a) **Assignment.** Except as set forth in connection with the immediately following sentence, no Party may assign his, her or its interest herein without the prior written consent of the other Party; provided, however, that GTI PA may assign its rights under this Agreement to any Affiliate of GTI PA without the prior written consent of Contributors.

(b) **Amendment.** Neither this Agreement nor any term or provision hereof may be changed, modified, waived or discharged or terminated orally or in any manner other than by instrument in writing signed by the Party against whom the enforcement, change, modification, waiver, discharge or termination is sought.

(c) **Certain Definitions**

(i) **“Affiliate”** means an individual, trust or entity will be considered an “Affiliate” if such individual, trust or entity (i) directly or indirectly Controls, is controlled by, or is under common control with such Party, or (ii) is a member of the immediate family of such Party. **“Control,”** as used in this definition, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Party, whether through the ownership of voting securities, by contract or otherwise, including the power to elect a majority of the directors or trustees of a corporation or trust, as the case may be.

(ii) **“Client”** means any customer, client, person or entity to which Contributors or any Affiliate thereof provided services to during the one (1) year period prior to the Closing Date.

(iii) **“Code”** means the Internal Revenue Code of 1986, as amended.

(iii) “**Damages**” means any and all claims, damages, losses, liabilities and expenses of every nature (including reasonable attorneys’ fees and expenses in connection with any action, suit or proceeding).

(iv) “**Tax” or Taxes**” mean all federal, state, county, local, foreign and other taxes (including, without limitation, income, property, withholding, excise, sales, use, gross receipts, franchise, employment and payroll related taxes), whether or not measured in whole or in part by net income, and including any related interest, penalties and additions to such tax.

(v) “**Taxing Authority**” means any governmental authority responsible for the administration or the imposition of any Tax.

(vi) “**Transfer Taxes**” means all transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and fees) in connection with the transactions contemplated by this Agreement.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective Parties and their successors and assigns, heirs and personal representatives.

(e) Expenses. Each Party hereto shall bear all fees and expenses incurred by such Party in connection with, relating to or arising out of the negotiation, preparation, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including financial advisors’, attorneys’, accountants’ and other professional fees and expenses.

(f) Notice. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been given when personally delivered or deposited in the United States mail, by registered or certified mail, return receipt requested, postage prepaid and properly addressed to the respective Party to whom such notice relates at the following addresses, with notice to [REDACTED] (the “**Contributors’ Representative**”) serving as valid, binding and legal notice to all Contributors and, prior to the Closing, the Company:

Contributors’ Representative:

[REDACTED]

With a copy (which shall not constitute notice) to:

[REDACTED]

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GTI PA or RCPFM:

GTI Pennsylvania, LLC  
325 W. Huron Street, Suite 412  
Chicago, Illinois 60654  
Attention: Pete Kadens

With a copy (which shall not constitute notice) to:

Dickinson Wright PLLC  
150 E. Gay Street, Suite 2400  
Columbus, Ohio 43215  
Attention: Scot Crow

or at such alternative addresses as shall be specified by notice given in the manner as provided herein.

(g) Captions. The captions or headings in this Agreement are meant for convenience and general reference only and shall not be construed to define or limit the scope or intent of the provisions of this Agreement.

(h) Contributors' Representative. Notwithstanding anything to the contrary in this Agreement, the Parties hereby agree that Contributors' Representative shall not be liable to any of the Parties for any Damages related to the performance of duties as Contributors' Representative in accordance with this Agreement.

(i) Litigation Costs. In the event that it becomes necessary for any Party to initiate litigation for the purpose of enforcing any of its rights hereunder or for the purpose of seeking damages for any violation hereof, then in addition to all of the judicial remedies that may be granted, the prevailing Party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by it in connection with such litigation.

(j) Governing Law. This Agreement shall be controlled, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles.

(k) Severability; Waiver. If any provision, clause or part of this Agreement or the application thereof under certain circumstances, is invalid, the remainder of this Agreement, and the application of each provision, clause or part under other circumstances, shall not be affected thereby. The failure of any Party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition.

(l) Rules of Construction. The Parties acknowledge and agree that each has negotiated and reviewed the terms of this Agreement, assisted by such legal and tax counsel as

they desired, and has contributed to its revisions. The Parties further agree that the rule of construction that any ambiguities are resolved against the drafting Party will be subordinated to the principle that the terms and provisions of this Agreement will be construed fairly as to all Parties and not in favor of or against any Party.

(m) Entire Agreement; Counterparts. This Agreement and the Exhibits and Schedules attached hereto constitute the entire agreement and understanding among the Parties with respect to the subject hereof and supersede all prior agreements and understandings relating to the subject matter hereof and there are no agreements, understandings or restrictions, warranties or representations between the Parties hereto other than those set forth herein or provided for herein. This Agreement may be executed in multiple counterparts and delivered by facsimile or PDF, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

(n) Arbitration. If a dispute arises between the Parties hereto, the Parties shall attempt to resolve the dispute in good faith and upon mutual agreement. In the event the Parties are unable to resolve such dispute through good faith negotiations, either Party may elect to arbitrate any disputes hereunder, and such arbitration will be through a mutually agreed upon or court appointed arbitrator to decide and determine disputes and claims related to or arising out of this Agreement. The arbitration will be conducted in Chicago, Illinois in accordance with the rules as the Parties may mutually agree in writing or as the arbitrator may establish (if the Parties cannot agree).

(o) Waiver of Trial by Jury. Each of the Parties hereto waives the right to a jury trial in connection with any lawsuit, action or proceeding seeking enforcement of such Party's rights under this Agreement.

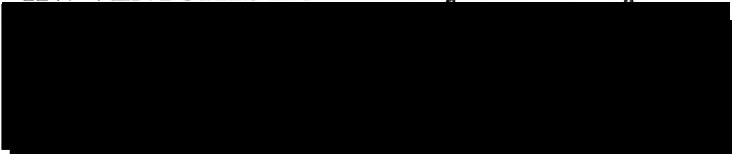
**[SIGNATURES ON FOLLOWING PAGES]**



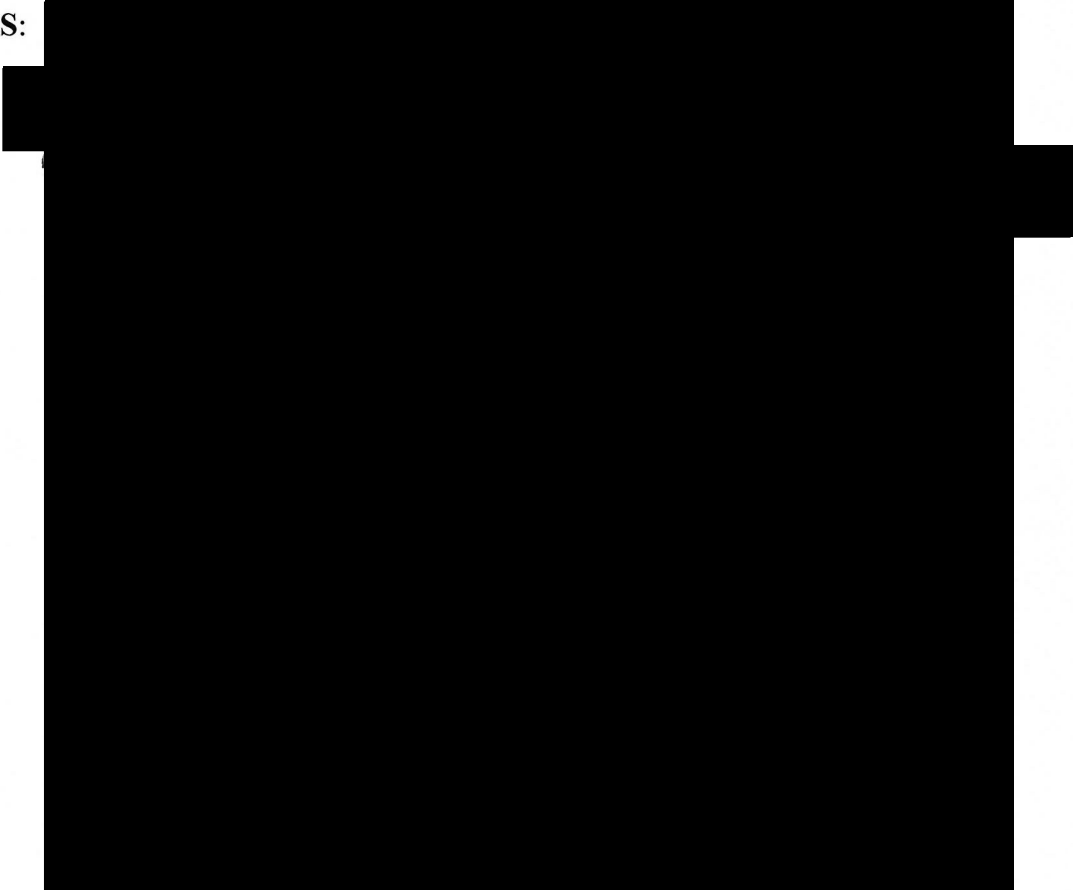
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY:

**KW VENTURES HOLDINGS, LLC**



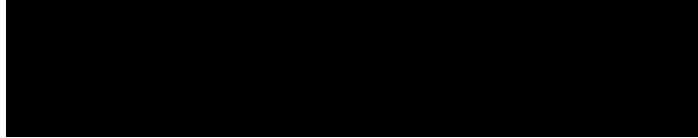
CONTRIBUTORS:



**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**COMPANY:**

**KW VENTURES HOLDINGS, LLC**



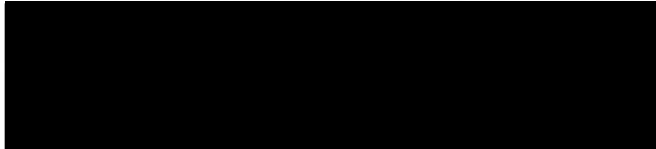
**CONTRIBUTORS:**



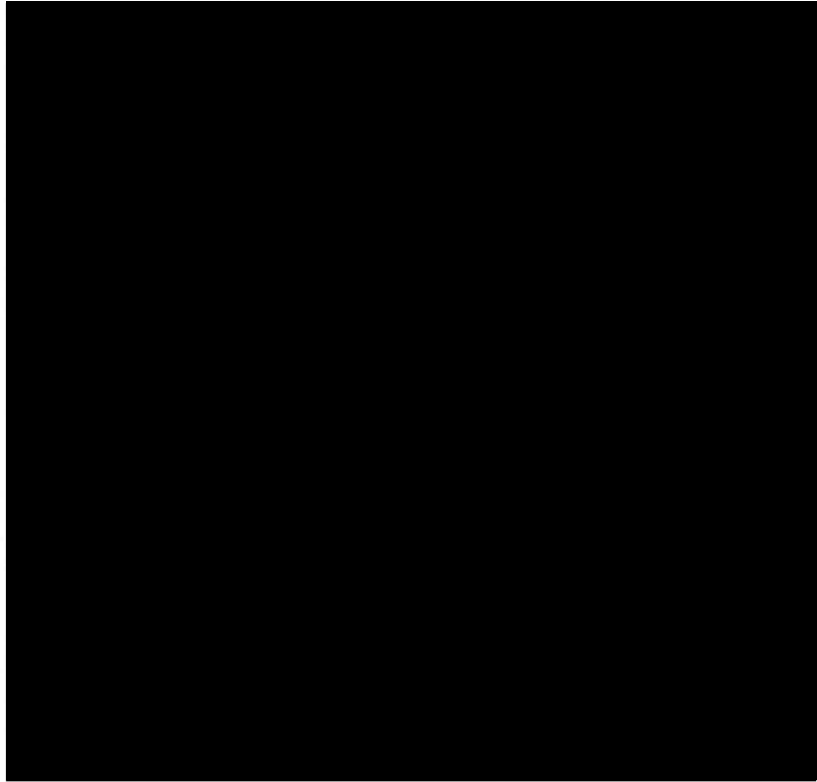
**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**COMPANY:**

**KW VENTURES HOLDINGS, LLC**



**CONTRIBUTORS:**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**COMPANY:**

**KW VENTURES HOLDINGS, LLC**




**CONTRIBUTORS:**

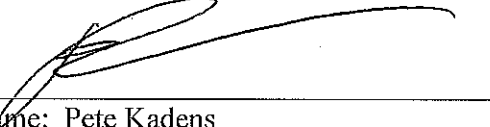


**GTI PA:**

**GTI PENNSYLVANIA, LLC**, a Pennsylvania limited liability company

By: **GTI CORE, LLC**, a Delaware limited liability company, its Sole Member

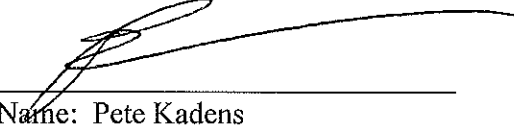
By:   
Name: Benjamin Kovler  
Title: Managing Member


By:   
Name: Pete Kadens  
Title: Managing Member

**RCPFM:**

**RCPFM, LLC**, a Delaware limited liability company

By: **GTI MANAGEMENT, LLC**, a Delaware limited liability company, its Manager

By:   
Name: Pete Kadens  
Title: Co-Member

By:   
Name: Benjamin Kovler  
Title: Co-Member

**EXHIBIT A**

**CAPITALIZATION OF THE COMPANY; PURCHASE PRICE ALLOCATION**

<b>Contributor</b>	<b>Membership Interest</b>	<b>Percentage Interest*</b>	<b>GTI PA Membership Interests**</b>	<b>RCPFM Membership Interests***</b>	<b>Flex Consideration****</b>
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