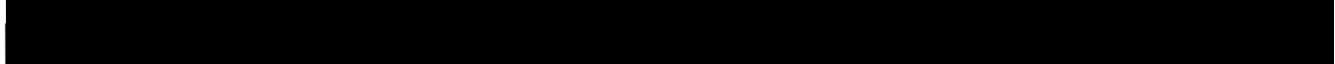



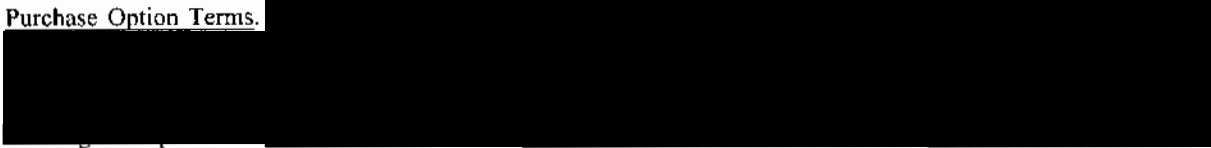
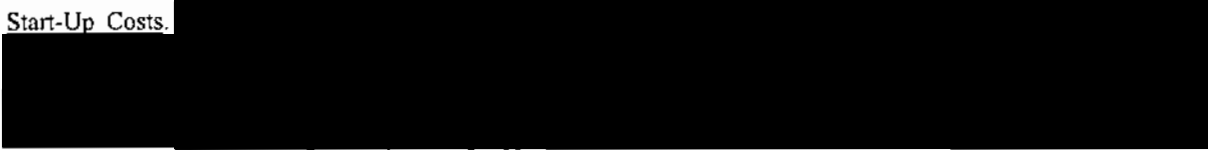


Re: Proposal to Purchase the Dispensary License and Membership Interest of MGTM, LLC

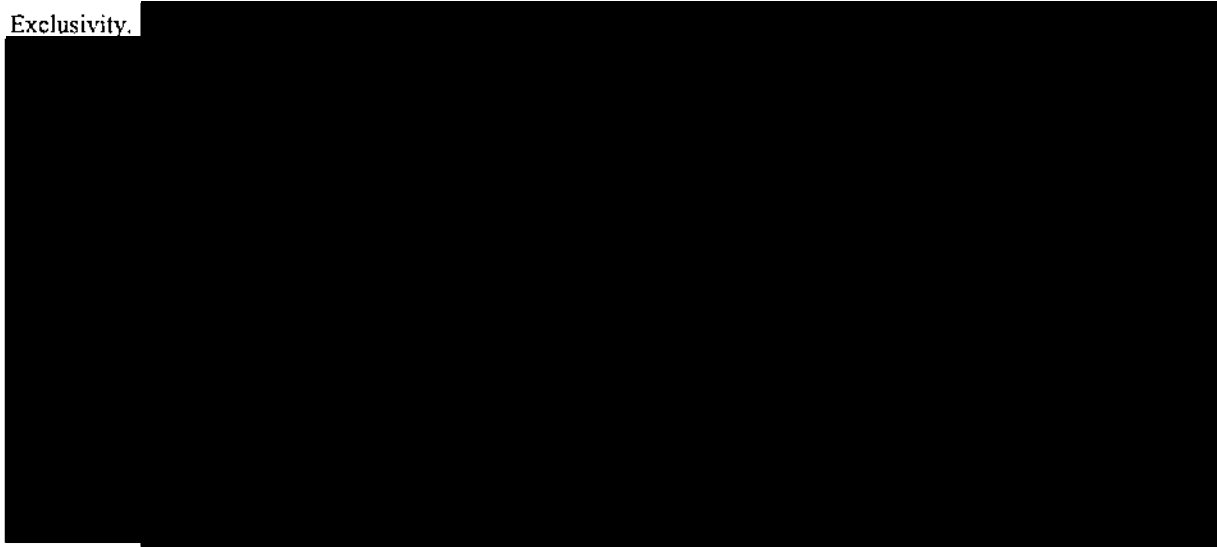

Dear [NAME]:

This letter (this "**Letter**") is intended to summarize and confirm the principal terms and conditions of the proposal by GTI Core, LLC, a Delaware limited liability company or its designee (the "**Buyer**") to (i) enter into a Management Service Agreement with MGTM, LLC, a Maryland limited liability company (the "**Company**") (the Company has received Stage 1 pre-approval by the Maryland Medical Cannabis Commission ("**MMCC**") for the operation of a medical marijuana dispensary licenses in Ann Arundel County, Maryland Senate District #33 (the "**Dispensary**")), which shall include an option to purchase 100% of the membership interest in the Company from the Company's owners (collectively, the "**Sellers**")



1. Definitive Documents. The parties will enter into such definitive documents as are necessary to effectuate the Transaction (the "**Definitive Documents**"). Such Definitive Documents will include a Management Services Agreement, form of Membership Interest Purchase Agreement, form of instruments of transfer, and any other documents or instruments necessary to effectuate the terms of the Transaction. The Definitive Documents shall contain standard covenants, indemnification, representations and warranties and will be prepared by the Buyer's legal counsel, subject to negotiation and approval by the Company.
2. Management Services Agreement. 
3. Purchase Option Terms. 
4. Start-Up Costs. 
5. Conditions. Buyer's obligation to close the proposed Transaction will be subject to customary conditions, including:
 - (a) Buyer's satisfactory completion of due diligence;
 - (b) the Parties' execution of the Definitive Agreement and the ancillary agreements;



- (c) the Company receiving Final Approval from the MMCC;
 - (d) the Company receiving County Zoning Approval;
 - (e) the Company receiving other regulatory approvals and third party consents, on terms satisfactory to Buyer;
 - (f) there being no material adverse change in the business, results of operations, prospects, condition (financial or otherwise) or assets of the Company.
6. Due Diligence. From and after the date of this Letter, Seller will authorize the Company's management to allow Buyer and its advisors full access to the Company's facilities, records, key employees, suppliers and advisors for the purpose of completing Buyer's due diligence review. The due diligence investigation will include, but is not limited to, a review of the Company's financial, legal, tax, intellectual property and labor records and agreements, and any other matters as Buyer's accountants, tax and legal counsel, and other advisors deem relevant.
7. Covenants of Seller. During the period from the signing of this Letter through the execution of the Definitive Agreement, Seller will cause the Company to: (i) conduct its business in the ordinary course in a manner consistent with past practice, (ii) maintain its properties and other assets, if any, in good working condition, and (iii) use its best efforts to maintain the business and employees, customers, assets and operations, as applicable, as an ongoing concern in accordance with past practice.
8. Exclusivity. 
9. Termination. 
10. GOVERNING LAW. THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH INTERNAL LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF MARYLAND OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF MARYLAND.



11. Confidentiality. This Letter is confidential to the Parties and their representatives and is subject to the confidentiality agreement entered into between Buyer and Seller on [DATE], which continues in full force and effect.
12. No Third Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Letter.
13. Expenses. The Parties will each pay their own transaction expenses, including the fees and expenses of investment bankers and other advisors, incurred in connection with the proposed Transaction.
14. No Binding Agreement. This Letter reflects the intention of the Parties, but for the avoidance of doubt neither this Letter nor its acceptance shall give rise to any legally binding or enforceable obligation on any Party, except with regard to paragraphs 8 through 13 hereof. No contract or agreement providing for any transaction involving the Company shall be deemed to exist between Buyer and any of its affiliates and Seller unless and until a final definitive agreement has been executed and delivered.
15. Miscellaneous. This Letter may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this Letter have been inserted for reference only and shall not be deemed to be a part of this Letter.

If you are in agreement with the terms set forth above and desire to proceed with the proposed Transaction on that basis, please sign this Letter in the space provided below and return an executed copy.

Very truly yours,

GTI Core, LLC

By: 

Pete Kadens, Authorized Member

Agreed to and accepted:

MGTM, LLC

