

[REDACTED]

GTI Core, LLC
Attn: Ben Kovler

Re: Proposal to enter into management services agreement with option to sell all of the outstanding membership interest of Revolution Maryland Retail, LLC

Dear Ben:

This letter (this "Letter") is intended to summarize and confirm the principal terms and conditions of the proposal by GTI Core, LLC, or its designee (the "Buyer"), to (i) enter into a management services agreement with Revolution Maryland Retail, LLC ("RMR"), (RMR has received Stage 1 pre-approval by the MRCC for the operation of a medical marijuana dispensary licenses in Maryland (the "Dispensary")), which shall include an option to purchase all of the membership interest in RMR

[REDACTED]

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, a RMR Limited Liability Company Operating Agreement (the "Operating Agreement") 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, including but not limited to that Sellers' own all membership interests in RMR and that the RMR membership interests are being transferred free and clear of all liens, pledges, restrictions, security interests and other encumbrances, and mutually agreed upon releases of the Sellers. The Definitive Documents will be prepared by the Buyer's legal counsel. The Sellers will retain their own counsel. Buyer and Sellers will each pay their own legal expenses.

2. Management Services Agreement. [REDACTED]

[REDACTED]

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[Redacted]

3. Purchase Option Terms. [Redacted]

4. RMR Operating Agreement. [Redacted]

5. Closing Fee. [Redacted]

[Redacted]

6. Due Diligence Period. [Redacted]

ml

[REDACTED]

7. Closing. [REDACTED]

8. Exclusivity. [REDACTED]

9. Termination. [REDACTED]

10. GOVERNING LAW. THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

11. Confidentiality. Neither party may disclose the terms of this Letter with any other person other than officers, members, or directors of the parties, and the parties representatives and accountants. To the extent any due diligence materials are exchanged between the parties, they will be the subject of a separate confidentiality agreement.

12. Assignment. Notwithstanding anything to the contrary in this Letter, Buyer shall have the right to assign its rights and obligations under this Letter and/or the Definitive Documents to a subsidiary of Buyer or direct affiliate of Buyer.

13. 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. Electronic or facsimile signatures shall have the same effect as originals. This Letter is not binding on either party until signed by authorized individuals of both parties. Upon such execution, Sections 5a, 8-13 shall be binding and enforceable against the parties.

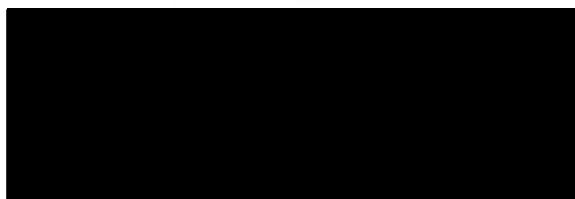
SIGNATURE PAGE TO FOLLOW



If you are in agreement with the terms set forth above, please sign this Letter in the space provided below and return an executed copy to my attention.

Sincerely,

Revolution Maryland Holdings, LLC



Agreed to and accepted as of ____ day
of April 2017:

4/20/17

GTI Core, LLC (or its designee)

By:

A handwritten signature in black ink, appearing to be "Burt Kates".

Burt Kates
Manager.

COLUMBUS 62533-4 67685v2

AMENDMENT TO LETTER OF INTENT

THIS AMENDMENT TO LETTER OF INTENT (this "Amendment") [REDACTED]
[REDACTED] GTI CORE, LLC ("Buyer"), and Revolution Maryland Holdings, LLC
("Revolution").

BACKGROUND:

[REDACTED]

WHEREAS, Buyer and Revolution desire to, among other things, amend the Letter of Intent to (i) extend the due diligence periods and (ii) extend the anticipated closing date.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Letter of Intent, and intending to be legally bound hereby, agree that the Letter of Intent is amended as follows:

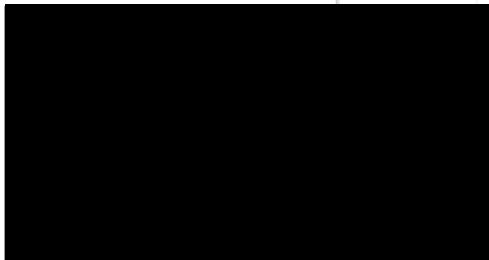
1. Capitalized Terms. The capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Letter of Intent.
2. Changes to Due Diligence Period. [REDACTED]
3. Changes to Closing. [REDACTED]
4. Confirmation of Letter of Intent. Buyer and Revolution hereby confirm and ratify all of the terms, covenants and conditions of the Letter of Intent and, except as modified by this Amendment, all of such terms, covenants and conditions shall remain unchanged and in full force and effect.
5. Counterparts. This Amendment may be executed in counterparts (including electronic signatures), each of which may be deemed an original, and all of such counterparts shall constitute one and the same agreement. Electronic signatures are as enforceable as originals.

[Signatures appear on next page]



IN WITNESS WHEREOF, Buyer and Revolution have executed this Amendment as of the day and year first above written.

REVOLUTION MARYLAND
HOLDINGS, LLC



GTI CORE, LLC (or its designee)

By: 
Ben Kovler, Authorized Member
Peter A. Kadens

SECOND AMENDMENT TO LETTER OF INTENT

THIS SECOND AMENDMENT TO LETTER OF INTENT (this "Amendment") [REDACTED]
[REDACTED] GTI CORE, LLC ("Buyer"), and Revolution Maryland Holdings, LLC
("Revolution").

BACKGROUND:

[REDACTED]

WHEREAS, Buyer and Revolution desire to, among other things, amend the Letter of Intent to (i) extend the due diligence periods and (ii) extend the anticipated closing date.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Letter of Intent, and intending to be legally bound hereby, agree that the Letter of Intent is amended as follows:

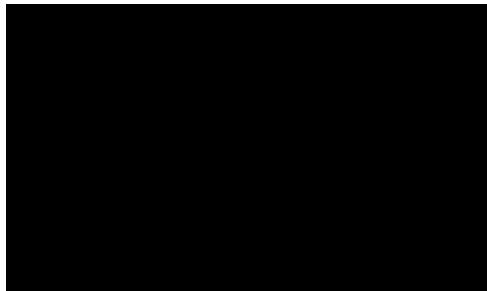
1. Capitalized Terms. The capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Letter of Intent.
2. Changes to Due Diligence Period. [REDACTED]
3. Changes to Closing. [REDACTED]
4. Confirmation of Letter of Intent. Buyer and Revolution hereby confirm and ratify all of the terms, covenants and conditions of the Letter of Intent and, except as modified by this Amendment, all of such terms, covenants and conditions shall remain unchanged and in full force and effect.
5. Counterparts. This Amendment may be executed in counterparts (including electronic signatures), each of which may be deemed an original, and all of such counterparts shall constitute one and the same agreement. Electronic signatures are as enforceable as originals.

[Signatures appear on next page]



IN WITNESS WHEREOF, Buyer and Revolution have executed this Amendment as of the day and year first above written.

REVOLUTION MARYLAND
HOLDINGS, LLC



GTI CORE, LLC (or its designee)

By: 
Ben Kovler, Authorized Member

COLUMBUS 62533-4 70360v1
COLUMBUS 62533-4 70360v2

THIRD AMENDMENT TO LETTER OF INTENT

THIS THIRD AMENDMENT TO LETTER OF INTENT (this "Amendment") [REDACTED]
[REDACTED] GTI CORE, LLC ("Buyer"), and Revolution Maryland Holdings, LLC
("Revolution").

BACKGROUND:

[REDACTED]

WHEREAS, Buyer and Revolution desire to, among other things, amend the Letter of Intent to (i) extend the due diligence periods and (ii) extend the anticipated closing date.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Letter of Intent, and intending to be legally bound hereby, agree that the Letter of Intent is amended as follows:

1. Capitalized Terms. The capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Letter of Intent.

2. Changes to Due Diligence Period. [REDACTED]

3. Changes to Closing. [REDACTED]

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4. Confirmation of Letter of Intent. Buyer and Revolution hereby confirm and ratify all of the terms, covenants and conditions of the Letter of Intent and, except as modified by this Amendment, all of such terms, covenants and conditions shall remain unchanged and in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts (including electronic signatures), each of which may be deemed an original, and all of such counterparts shall constitute one and the same agreement. Electronic signatures are as enforceable as originals.

[Signatures appear on next page]

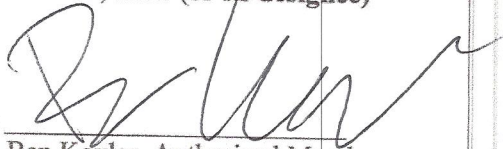
A handwritten signature in black ink, appearing to be 'M. J.', is located in the bottom right corner of the page.

IN WITNESS WHEREOF, Buyer and Revolution have executed this Amendment as of the day and year first above written.

REVOLUTION MARYLAND
HOLDINGS, LLC



GTI CORE, LLC (or its designee)

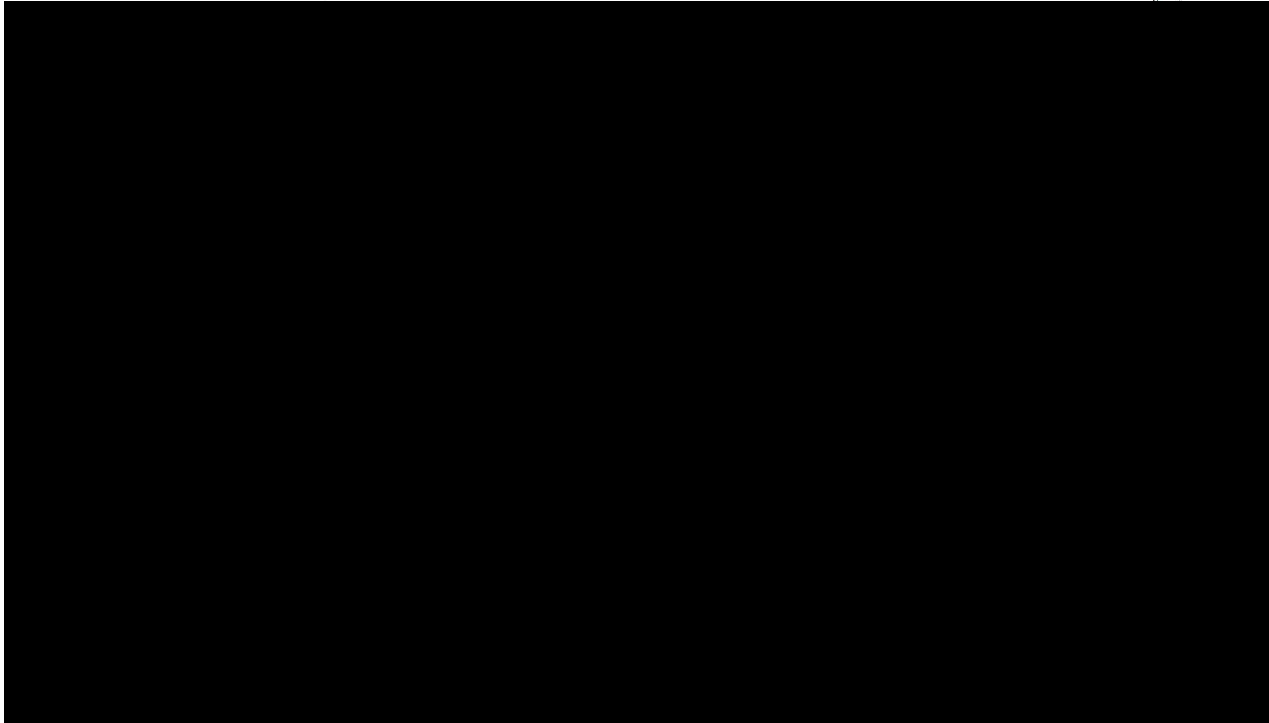
By: 
Ben Kovler, Authorized Member

COLUMBUS 62533-18 72073v1

FOURTH AMENDMENT TO LETTER OF INTENT

THIS FOURTH AMENDMENT TO LETTER OF INTENT (this "Amendment")
GTI CORE, LLC ("Buyer"), and Revolution Maryland Holdings,
LLC ("Revolution").

BACKGROUND:



WHEREAS, Buyer and Revolution desire to, among other things, amend the Letter of Intent to (i) extend the due diligence periods and (ii) extend the anticipated closing date.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Letter of Intent, and intending to be legally bound hereby, agree that the Letter of Intent is amended as follows:

1. Capitalized Terms. The capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Letter of Intent.

2. Changes to Due Diligence Period.



3. Changes to Closing.



ML

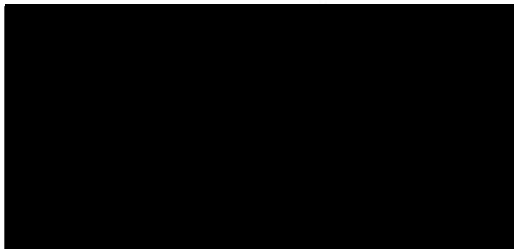
4. Confirmation of Letter of Intent. Buyer and Revolution hereby confirm and ratify all of the terms, covenants and conditions of the Letter of Intent and, except as modified by this Amendment, all of such terms, covenants and conditions shall remain unchanged and in full force and effect.
5. Counterparts. This Amendment may be executed in counterparts (including electronic signatures), each of which may be deemed an original, and all of such counterparts shall constitute one and the same agreement. Electronic signatures are as enforceable as originals.

[Signatures appear on next page]

A handwritten signature in black ink, appearing to be the initials 'ML' or similar, located in the bottom right corner of the page.

IN WITNESS WHEREOF, Buyer and Revolution have executed this Amendment as of the day and year first above written.

REVOLUTION MARYLAND
HOLDINGS, LLC



GTI CORE, LLC (or its designee)

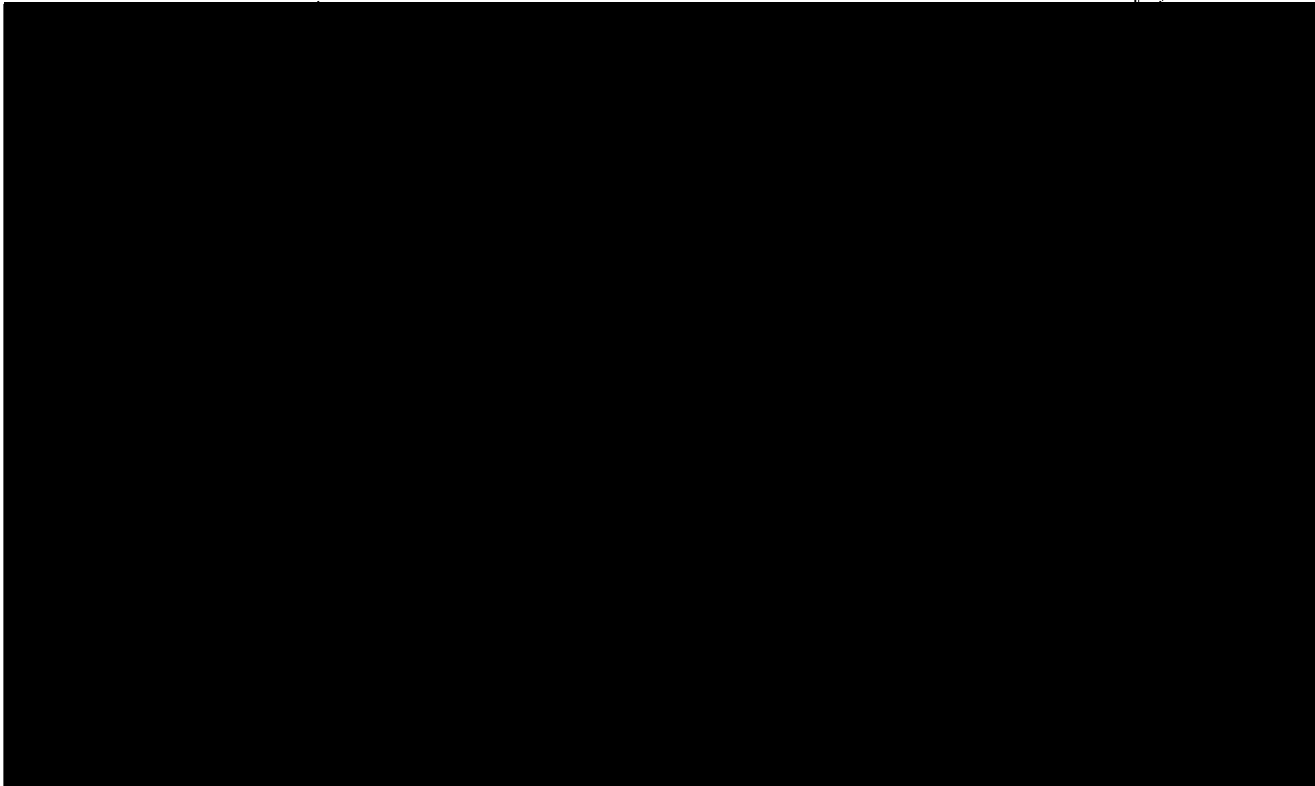
By: 
Ben Kovler, Authorized Member

COLUMBUS 62533-18 72073v1

FIFTH AMENDMENT TO LETTER OF INTENT

THIS FIFTH AMENDMENT TO LETTER OF INTENT (this "Amendment") [REDACTED]
[REDACTED] GTI CORE, LLC ("Buyer"), and Revolution Maryland Holdings,
LLC ("Revolution").

BACKGROUND:



WHEREAS, Buyer and Revolution desire to, among other things, amend the Letter of Intent to (i) extend the due diligence periods and (ii) extend the anticipated closing date.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Letter of Intent, and intending to be legally bound hereby, agree that the Letter of Intent is amended as follows:

1. Capitalized Terms. The capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Letter of Intent.

2. Changes to Due Diligence Period. [REDACTED]

3. Changes to Closing [REDACTED]

MLL

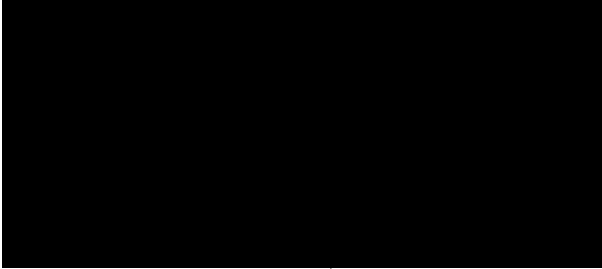
4. Confirmation of Letter of Intent. Buyer and Revolution hereby confirm and ratify all of the terms, covenants and conditions of the Letter of Intent and, except as modified by this Amendment, all of such terms, covenants and conditions shall remain unchanged and in full force and effect.
5. Counterparts. This Amendment may be executed in counterparts (including electronic signatures), each of which may be deemed an original, and all of such counterparts shall constitute one and the same agreement. Electronic signatures are as enforceable as originals.

[Signatures appear on next page]

A handwritten signature in black ink, appearing to be the initials 'ML' or similar, located in the bottom right corner of the page.

IN WITNESS WHEREOF, Buyer and Revolution have executed this Amendment as of the day and year first above written.

**REVOLUTION MARYLAND
HOLDINGS, LLC**



GTI CORE, LLC (or its designee)

By: _____

A handwritten signature in black ink, appearing to read "Ben Kovler", written over a horizontal line.

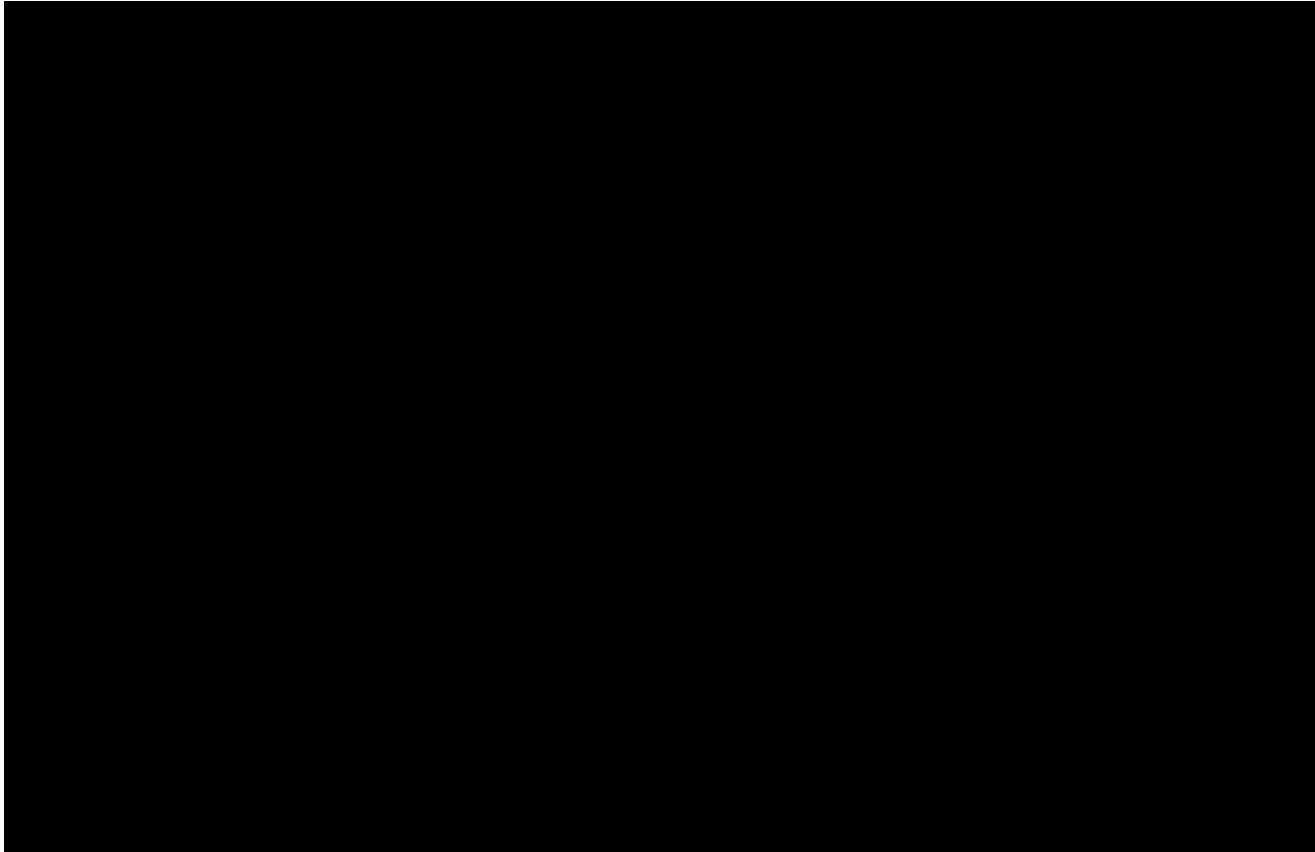
Ben Kovler, Authorized Member

COLUMBUS 62533-18 72073v1

SIXTH AMENDMENT TO LETTER OF INTENT

THIS SIXTH AMENDMENT TO LETTER OF INTENT (this “Amendment”) is made [REDACTED]
[REDACTED] GTI CORE, LLC (“Buyer”), and Revolution Maryland Holdings,
LLC (“Revolution”).

BACKGROUND:



WHEREAS, Buyer and Revolution desire to, among other things, amend the Letter of Intent to (i) extend the due diligence periods and (ii) extend the anticipated closing date.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Letter of Intent, and intending to be legally bound hereby, agree that the Letter of Intent is amended as follows:

1. Capitalized Terms. The capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Letter of Intent.
2. Changes to Purchase Option Terms. [REDACTED]
3. Changes to Closing Fee. [REDACTED]
4. Changes to Due Diligence Period. [REDACTED]

[Redacted]

5. Changes to Closing. [Redacted]

6. Changes to Exclusivity. [Redacted]

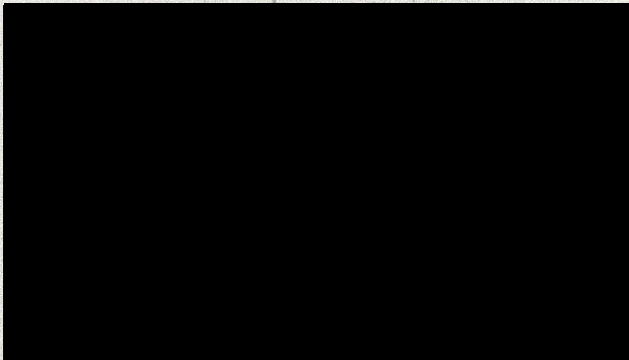
7. Confirmation of Letter of Intent. Buyer and Revolution hereby confirm and ratify all of the terms, covenants and conditions of the Letter of Intent and, except as modified by this Amendment, all of such terms, covenants and conditions shall remain unchanged and in full force and effect.

8. Counterparts. This Amendment may be executed in counterparts (including electronic signatures), each of which may be deemed an original, and all of such counterparts shall constitute one and the same agreement. Electronic signatures are as enforceable as originals.

[Signatures appear on next page]

IN WITNESS WHEREOF, Buyer and Revolution have executed this Amendment as of the day and year first above written.

REVOLUTION MARYLAND
HOLDINGS, LLC



GTI CORE, LLC (or its designee)

By: 
Ben Kovler, Authorized Member

COLUMBUS 62533-18 72073v1