

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement") is made effective as of the 1st day of January, 2018 by and between Vision Management Services, LLC, a Delaware limited liability Service Company ("Service Company") and GTI Core, LLC, a Delaware limited liability company ("License Holder")

RECITALS

A. License Holder is the owner of various permits, licenses and other registrations necessary to conduct its business of cultivating, processing and selling cannabis in multiple states throughout the United States (the "Business").

B. License Holder and Service Company entered into a certain Business Support Services Agreement ("Services Agreement") and Credit and Security Agreement ("Credit Agreement") of even date herewith. The parties hereto acknowledge that, but for the execution of this Agreement, Service Company would not have entered into the Services Agreement or the Credit and Security Agreement.

C. The parties hereto desire to promote their mutual interests by imposing certain restrictions on the sale, transfer or other disposition of the assets of License Holder and provide for certain disposition of the assets in the event of occurrence of certain events, thus securing the substantial commitment of time, money and resources of Service Company for the benefit of License Holder as agreed in the Services Agreement.

D. Furthermore, and as a condition to entering into the Services Agreement, License Holder desires to grant to Service Company, and Service Company desires to acquire from License Holder, (i) an assignable option to purchase the business assets of License Holder set forth in Exhibit "1" attached hereto, as revised from time to time pursuant to this Agreement (hereinafter cumulatively referred to as the "Business Assets"), and (ii) the right to designate the purchaser ("Successor-In-Interest") of all of License Holder's professional assets set forth in Exhibit "2" attached hereto, as revised from time to time pursuant to this Agreement (hereinafter cumulatively referred to as the "Professional Assets"). When used in this Agreement, the term "Assets" shall mean all of License Holder's and Shareholder's right, title, interest and estate in and to the Collateral (as defined in the Credit Agreement), including but not limited to the assets set forth on Exhibits "1" and "2."

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, License Holder and Service Company agree as follows:

1. General Purpose

The purpose of this Agreement is to provide, in the event of Service Company's exercise of the option, for the orderly transfer of the ownership of the Assets of License Holder and continuation of services by a qualified and properly licensed operator of the Business.

2. License Holder Covenants

License Holder agrees to (a) maintain at all times throughout License Holder's existence to maintain the necessary licensures (either directly or via its subsidiaries) to conduct the Business of License Holder and its subsidiaries and (b) take all steps necessary to ensure that License Holder complies with all state and local licensing requirements and remains in good standing within the states in which License Holder or any of its subsidiaries is authorized to do business. License Holders agrees that if

Service Company's right to purchase the Assets and designate a Successor-In-Interest are triggered by this Agreement, it will fully cooperate with Service Company, execute all necessary documents to effect the transaction.

3. Grant of Option.

3.1 License Holder hereby grants to Service Company an assignable option to purchase all or any part of the Business Assets (the "Business Assets Option"), on the terms and subject to the conditions set forth in this Agreement.

3.2 License Holder hereby grants to Service Company the assignable right to designate a Successor-In-Interest or Successor-In-Interests to purchase the Professional Assets (the "Professional Assets Option"), on the terms and subject to the conditions set forth herein. The Business Assets Option and the Professional Assets Option are collectively the "Option."

3.3 License Holder represents and warrants that as of the day and year first above written and during the Term of this Agreement, Exhibits "1" and "2" are true and complete listings of the Business Assets and Professional Assets, as revised from time to time pursuant to this Agreement.

3.4 License Holder shall not recognize any transfer of equity in License Holder or other action not in compliance with the terms of this Agreement or that certain Membership Interest Transfer Restriction and Succession Agreement executed by the parties of even date herewith.

4. Term of Agreement. This Agreement shall be coterminous with and in full force and effect for so long as the Services Agreement between License Holder and Service Company is in full force and effect ("Term"); provided, however, that any breach of said Services Agreement or any other act resulting in a termination of the Services Agreement shall trigger the Option.

5. Consideration for Grant of Option. The consideration for the grant of the Option is the parties' execution of the Service Agreement, Credit Agreement and other ancillary agreements related thereto.

6. Exercise of Option.

6.1 During the Term of this Agreement, Service Company may elect to exercise the Option at any time upon the occurrence of any of the events set forth in Section 9.2(c) of the Services Agreement, in Service Company's sole discretion. In the event of an election by Service Company to exercise the Option, Service Company may exercise either the Business Assets Option or the Professional Assets Option, or both, in its sole discretion.

6.2 Notwithstanding the provisions of Section 6.1, if the Services Agreement is terminated by either party, for any reason, Service Company's right to exercise the Option is automatically and immediately exercisable as of the termination date of the Services Agreement such that Service Company may exercise either the Business Assets Option or the Professional Assets Option, or both, at such time.

6.3 To the extent that the Business Assets Option is exercised by Service Company, Service Company will send License Holder a written notice (the "Business Assets Exercise Notice") specifying the Business Assets to be purchased.

6.4 To the extent that the Professional Assets Option is exercised by Service Company's designee, Service Company will send License Holder a written notice (the "Professional Assets Exercise Notice") specifying the Professional Assets to be purchased. Service Company may designate the

Successor-In-Interest(s) who will exercise the Professional Assets Option as Service Company elects in its sole discretion.

6.5 The Business Assets Option and the Professional Assets Option are independent of each other, and can be exercised at different times during the Term. For the avoidance of doubt, the Business Assets Option and the Professional Assets Option can be exercised at the same time during the Term.

6.6 Service Company may cancel any Business Assets Exercise Notice or Professional Assets Exercise Notice at any time.

6.7 License Holder and Shareholder shall cooperate with Service Company in any due diligence and be responsible for their own costs, fees and expenses, including, without limitation, attorneys' and accountants' fees, incurred in connection with Service Company's exercise of the Option.

6.8 In the event that Service Company exercises the Option, Service Company shall provide the departing Shareholder with reasonable access to dental records of License Holder created prior to the purchase of the Assets.

7. Assignment of the Option. Service Company may elect to assign either or both the Business Assets Option and/or the Professional Assets Option. Any assignment must be by a written assignment, signed by both Service Company and the assignee, which designates the Business Assets and/or Professional Assets. Thereafter, only the assignee named in the assignment shall have the right to exercise the applicable Option and/or the Professional Assets Option as to the designated Assets, and that assignee, rather than Service Company, shall enter into the purchase agreement upon exercise of the Business Assets Option and/or the Professional Assets Option, as applicable. When the context so requires in this Agreement, the term "Service Company" shall be deemed to refer to an assignee holding an assignment of the Option with respect to those Assets, and the terms "party" and "parties" shall be deemed to include that assignee.

8. Purchase Price of the Assets.

8.1. Purchase Price.

a. Business Assets Purchase Price. The purchase price for all of the Business Assets ("Business Assets Purchase Price") shall be equal to the greater of (i) \$1,000 or (ii) the balance owed to Service Company by License Holder under the Credit Agreement.

b. Professional Assets Purchase Price. The purchase price for all of the Professional Assets ("Professional Assets Purchase Price") shall be equal to the greater of (i) \$1,000 or (ii) the balance owed to Service Company by License Holder under the Credit Agreement.

8.2. Payment. For the Business Assets, Service Company shall pay License Holder the applicable Business Assets Purchase Price and Professional Assets Purchase Price at Closing in the form of immediately available funds transferred by wire to an account at a financial institution designated by License Holder or if the purchase price is payable via the outstanding balance of the Credit Agreement, by delivery of the cancelled Credit Agreement and accompanying Promissory Note.

8.3. Closing. The transactions contemplated by this Agreement are to close on the date determined by Service Company (which shall not exceed ninety (90) days after the date of any Business Assets Exercise Notice or Professional Assets Exercise Notice), unless extended by Service Company due to regulatory delays ("Closing").

9. Additional Obligations of License Holder.

9.1 Affirmative Covenants. License Holder shall:

a. Conduct of Business. Conduct License Holder's business efficiently in the ordinary course of business and without voluntary interruption and preserve all rights, privileges, and franchises held by License Holder and License Holder's Business, including the maintenance of all contracts, copyrights, trademarks, licenses, registrations, etc.;

b. Use. Make use of the Assets with reasonable care to prevent diminution in value of the Business and the Assets, and keep the Assets in good repair;

c. Value. Perform all acts necessary to maintain, preserve, and protect the Assets, and maintain fire and extended coverage insurance on the Assets in the amounts and under policies acceptable to Service Company, and to provide Service Company with the original policies and certificates at Service Company's request;

d. Financing Statements. Execute and deliver to Service Company all financing statements and other documents that Service Company requests, in order to put third parties on notice of this Agreement;

e. Access. Permit Service Company, its representatives, and its agents to inspect the Assets at any time, and to make copies of records pertaining to it, at reasonable times at Service Company's request;

f. Reports. Furnish Service Company the reports relating to the Assets that are required to be submitted to Service Company under Section 4 of the Credit Agreement;

g. Defaults. Notify Service Company promptly in writing of any default, potential default, or any development that might have a material adverse effect on the Assets or the Business, or of any litigation that may have a material adverse effect on the Business;

h. Expenses. Pay all expenses, including attorneys' fees, incurred by Service Company in the perfection, preservation, realization, enforcement, and exercise of its rights under this Agreement, including but not limited to accounting, correspondence, collection effort, filing, recording, and record keeping;

i. Indemnity. Indemnify Service Company against loss of any kind, including reasonable attorneys' fees, caused to Service Company by reason of its interest in the Assets;

j. Taxes. Pay promptly when due all taxes and assessments owed in connection with the Assets; and

k. Delivery of Certificates. Deliver to Service Company any certificates of ownership of any of the Assets.

9.2 Negative Covenants. Outside the ordinary course of business, without the prior written consent of Service Company, License Holder shall not:

- a. Transfer. Sell, lease, transfer, or otherwise dispose of the Business Assets or Professional Assets;
- b. Debt. Incur, guarantee, assume or otherwise become liable for any borrowing or increase any existing indebtedness; or discharge or cancel any debt owed to License Holder;
- c. No Further Hypothecation. Pledge, hypothecate, encumber, redeem or dispose of the Assets or any interest therein until all of License Holder's obligations under this Agreement have been fully satisfied or the Assets have been released;
- d. Location. Move the Assets from their respective present locations without the prior written consent of Service Company;
- e. Use. Use the Business Assets or the Professional Assets for any unlawful purpose or in any way that would void any effective insurance;
- f. Name and Location Changes. Change the name or place of business or use a fictitious business name without the prior express consent of Service Company; and
- g. Issuance of Membership Interest; Change in Ownership; Mergers and Consolidation. Permit any issuance of equity or debt (or the grant of any options, warrants, rights or other securities exercisable for, convertible into or exchangeable for equity); permit any change in the composition or respective percentage ownership of License Holder; permit License Holder to be merged, consolidated or otherwise reorganized with or into any other corporation, partnership, trade, business, or the like; amend or otherwise modify its Articles of Organization or the organic documents; dissolve or liquidate; or enter into any agreement with any person to do any of the foregoing.

9.3 Control Over the Business. Notwithstanding anything to the contrary in this Agreement, the Service Company agrees that nothing in this Agreement shall grant Service Company any right to control or supervise the professional or clinical aspects of the Business, as well as the provision of all professional services. License Holder shall have sole authority to direct the business, professional, and ethical aspects of the License Holder. Service Company shall have no authority, directly or indirectly, to perform, and shall not perform, any dental function, or influence or otherwise interfere with the exercise of License Holder's professional judgment.

10. Confidentiality. The parties shall use all good faith efforts to keep the contents of this Agreement and all other aspects of the negotiations preceding execution of this Agreement confidential. Unless required by law, License Holder and Service Company shall not disclose the contents of this Agreement or the negotiations leading to this Agreement to third parties without the prior written consent of the other parties. Service Company shall ensure that all of the assignees likewise comply with the obligations of confidentiality imposed by this Section, except that Service Company and the assignees may disclose the contents of such to their respective agents, representatives, contractors, and employees to the extent necessary to exercise their respective rights or perform their respective obligations hereunder.

11. (a) Disputes. Any dispute, claim or controversy between the parties or among the parties and any affiliate thereof with respect to, that arises out of or that relates to this Agreement or any of the arrangements provided for herein (including any renewals, extensions or modifications thereof), whether arising in contract, tort or by statute and including any dispute, claim or controversy concerning the existence, validity, interpretation, enforceability, performance, breach or termination of this Agreement, the validity or enforceability of this Section 11 and all claims of arbitrability (each, a “Dispute”) shall be resolved exclusively in accordance with this Section 11.

(b) Attempt to Resolve. If any Dispute does arise, then the parties agree to communicate, promptly and in good faith, with each other to discuss and attempt to resolve the Dispute. The terms of any agreement or resolution reached by the parties in such discussions shall be committed to writing, and such writing shall be treated as confidential and compromise and settlement negotiations for purposes of applicable rules of evidence.

(c) Mediation. If the Dispute is not resolved pursuant to Section 11(b) within 30 days after the Dispute arises, or if a Party fails or refuses timely to engage in such discussions, then upon written demand of any Party the Dispute shall be submitted promptly to mediation with a single mediator administered by the American Arbitration Association (“AAA”) or its successor under its commercial mediation rules and procedures in effect at the time the mediation commences, before resorting to arbitration. The mediator shall be selected and appointed in accordance with such AAA rules and procedures. The mediation shall be conducted in Chicago, Illinois. Each Party may be represented by one or more attorneys or other selected representative(s). Each Party will bear and pay equally the fees and expenses of AAA and the mediator associated with the mediation, and each Party will bear its own attorneys’ fees, costs and other expenses in connection with the mediation.

(d) Arbitration. If the Dispute is not resolved in the course of such mediation, then upon the written demand of any Party, such Dispute shall be submitted promptly to and finally resolved by binding arbitration administered by the AAA or its successor in accordance with the AAA commercial arbitration rules and procedures in effect at the time the arbitration commences and the terms of this Section 11. The arbitration shall be conducted before one, neutral arbitrator unless the parties involved in the Dispute agree in writing to a different number of arbitrators within 15 days after the written demand for arbitration is made. The arbitrator(s) shall be selected and appointed in accordance with such AAA rules and procedures. The same person may not serve both as the mediator and the arbitrator. The arbitration shall be conducted in Chicago, Illinois. Each Party may be represented by one or more attorneys or other selected representative(s). The arbitrator(s) will give effect to applicable statutes of limitation in determining any Dispute and may dismiss the arbitration on the basis that the Dispute is barred by such statutes of limitation. For purposes of the application of any statutes of limitation, the filing with the AAA under applicable AAA rules and procedures for arbitration of a demand for arbitration is the equivalent of the filing of a lawsuit. Any Dispute concerning this Section 11 or whether a Dispute is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) may award any appropriate remedy, including monetary damages, injunctive relief or other equitable relief; provided, that the arbitrator(s) may not award punitive or exemplary damages. The award shall be in writing and shall be final and binding on the parties. The award may include interest, as determined by the arbitrator(s), from the date of any default, breach or other accrual of a Dispute until the arbitral award is paid in full. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Subject to Section 11(d) hereof, each Party will bear and pay equally the fees and expenses of AAA and the arbitrator(s) associated with the arbitration, and each Party will bear its own attorneys’ fees, costs and other expenses in connection with the arbitration.

(e) Modification. If the arbitrator(s) determines that this Agreement or any part hereof (whether this Agreement itself or together with the other relationships between or involving the parties or any affiliate) is illegal, invalid, unenforceable, void or voidable, then the arbitrator(s) shall determine and effect an equitable modification of this Agreement that complies with applicable law and that approximates as closely as possible the economic arrangements and position of the parties hereunder.

(f) Jurisdiction. Except as set forth in Section 11(b)-(c), each of the parties hereto irrevocably and unconditionally consents to the exclusive jurisdiction of AAA to resolve all Disputes subject to arbitration under this Agreement. Each Party further irrevocably waives any objection to proceeding before AAA based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waives and agrees not to make a claim in any court that arbitration before AAA has been brought in an inconvenient forum. Each of the parties hereto hereby consents to service of process by registered mail at the address to which notices are to be given.

(g) Equitable Remedies. The procedures set forth in this Section 11 shall be the sole and exclusive procedure for the resolution of Disputes; provided, however, that that a Party may seek temporary or preliminary injunctive relief or specific performance for the limited purpose of avoiding irreparable harm or as described in the following sentence, in each case in a court of applicable jurisdiction prior to, during or after arbitration without having to submit such matter to mediation, arbitration or the other procedures set forth in this Section 9. Each Party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other Parties hereto for which monetary damages alone could not adequately compensate and, therefore, License Holder and any non-breaching Party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available in equity, including seeking specific performance or the rescission of purchases, sales and other Transfers of Membership Interests not made in strict compliance with this Agreement.

(h) Waiver of Right to Trial by Jury. BY AGREEING TO BINDING ARBITRATION PURSUANT TO THIS SECTION 11, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE. THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS SECTION 11 IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY.

12. Confidentiality of Dispute Resolution. All mediations and arbitrations pursuant to this Section 12 are confidential and may not be disclosed by the parties, their affiliates, employees, officers, directors, counsel, consultants and expert witnesses, except (i) to the extent necessary to enforce any arbitration award or to enforce other rights of a Party, (ii) as required by applicable law, court order or legal process, (iii) in confidence to a Party's owners, directors, officers, employees, attorneys, accountants, advisors, affiliates and other representatives or (iv) for a bona fide business purpose, such as disclosure in confidence to a Party's or its affiliates' investors, lenders or potential investors, lenders or purchasers; provided, however, that, breach of this confidentiality provision shall not void any arbitral award.

13. Enforceability. The parties have carefully structured this Agreement and the arrangements hereunder to comply fully with applicable laws and have consulted to their satisfaction with their respective legal counsel in connection therewith. Each Party acknowledges and agrees that this Agreement and such arrangements are valid, legal and enforceable obligations of such Party. Each of the parties agrees that it, he or she shall not make, assert, maintain or initiate, nor cause to be made, asserted, maintained or initiated, any claim, charge, demand, action, arbitration or proceeding of any type, the basis of which is, in whole or in part, that this Agreement or any portion thereof, or the relationships created thereby, is illegal. If a Party takes any action which is inconsistent with the preceding sentence, then such Party shall pay all costs and expenses (including attorneys' fees) incurred by the other parties in

defending or responding to such claim, charge, demand, action, arbitration or proceeding, which payment shall be made promptly to such other Party upon its request.

14. Miscellaneous Provisions.

(a) Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed effectively given if and when delivered personally to the recipient, or one business day after being sent to the recipient by nationally recognized overnight private carrier (charges prepaid), or three business days after being mailed to the recipient by certified or registered mail (postage prepaid and return receipt requested). Any Party may change the address to which notices are to be addressed by giving the other Parties notice in such manner.

(b) Assignment. Neither this Agreement nor any interest herein may be assigned in whole or in part by any Party without obtaining the prior written consent of the other Parties; provided, however, that Service Company may assign, delegate, transfer or convey its rights, benefits and/or obligations hereunder (whether by merger, consolidation, operation or otherwise) to a parent, subsidiary or affiliate thereof or to an entity into which Service Company is merged or with which Service Company is consolidated or to a purchaser of all or substantially all of its assets or capital stock or as part of a corporate reorganization, and Service Company may collaterally assign its rights and benefits hereunder to any lender, for security purposes or as collateral, from which Service Company or its affiliate obtains financing.

(c) Binding Effect. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of each of the parties hereto.

(d) Governing Law; Venue; Attorneys' Fees. This Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. This Agreement and its subject matter have substantial contacts with the State of Delaware, and, subject to the provisions of Section 11 hereof, all actions, suits or other proceedings with respect to this Agreement shall be brought only in a court of competent jurisdiction sitting in Cook County in the State of Illinois. In any such action, suit or proceeding, such court shall have personal jurisdiction of all of the Parties hereto, and service of process upon them under any applicable statutes, laws and rules shall be deemed valid and good. In any civil action, arbitration or other proceeding brought to enforce the terms hereof, or to redress a breach of a term hereof or other Dispute, the prevailing Party shall be entitled to payment from the non-prevailing Party(ies) of its reasonable attorneys' fees and expenses in addition to any damages or other relief to which it may become entitled.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction and such other provisions shall be valid and enforceable to the fullest extent permitted by law, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) Interpretation: Headings. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause, and shall be deemed to be followed by the words "without limitation." Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. The divisions of this Agreement into articles, sections and subsections and

the use of captions and headings is solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement. The term (i) "Person" means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or any other entity, or a governmental entity or any department, agency or political subdivision thereof, and (ii) "affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person, with "control" meaning possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, through ownership of voting securities or equity interests, by contract or otherwise.

(g) Amendments. Any amendments to this Agreement shall be in writing and executed on behalf of each Party by any duly authorized officer thereof, and this Agreement may not be modified, amended or terminated orally.

(h) Waiver of Breach. Any waiver of any term and condition of this Agreement must be in writing and signed by the Party against whom it is sought to be asserted. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any other provision hereof or of any subsequent or continuing breach of the same or another provision hereof. No failure, neglect or delay on the part of any Party in exercising any right hereunder will be deemed a waiver thereof and shall not affect such Party's right to enforce such right, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

(i) Remedies. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available under applicable law.

(j) Entire Agreement. With respect to the subject matter of this Agreement, this Agreement supersedes any prior agreement or understanding between the parties and constitutes the entire agreement between the parties. The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

(k) Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. In making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the Party to be charged. The parties may deliver executed counterpart signature pages to this Agreement by facsimile transmission, by electronic mail in .pdf form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, and such delivery shall have the same effect as physical delivery of the paper document bearing an original signature.

(l) No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of License Holder, the Members and Service Company, and their respective successors and permitted assigns, and nothing herein or in the Parties' course of dealings shall be construed as conferring any third party beneficiary rights or status on any person or entity not a Party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day of first set forth above.

LICENSE HOLDER:

GTI CORE, LLC

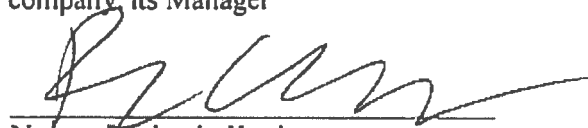
By: 
Name: Benjamin Kovler
Title: Managing Member

By: 
Name: Pete Kadens
Title: Managing Member

SERVICE COMPANY:

VISION MANAGEMENT SERVICES, LLC

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

By: 
Name: Benjamin Kovler
Title: Co-Member

By: 
Name: Pete Kadens
Title: Co-Member

EXHIBIT "1"

BUSINESS ASSETS OF LICENSE HOLDER

1. All assets owned by License Holder, other than the Professional Assets set forth on Exhibit "2".

EXHIBIT "2"

PROFESSIONAL ASSETS OF LICENSE HOLDER

1. All licenses held by License Holder.