



April 19th, 2017

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 from RMR's owners, including Revolution Maryland Holdings, LLC, the majority controlling owners of RMR (collectively, the "Sellers"), at any time in the future for \$0.01, and (ii) receive a majority of the Board of Director seats to control all key aspects of RMR. The proposed management services agreement and sale option described above is hereinafter referred to as the "Transaction".

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. As part of the Definitive Documents, Buyer and RMR will enter into a long-term Management Services Agreement (the "MSA"), the terms of which would be reasonably agreed to by the parties, whereby Buyer would (i) be responsible for the buildout out of the Dispensary and obtaining regulatory approval by the MRCC to open the Dispensary with good faith cooperation by RMR (the "Final Approval"), and (ii) conduct all day-to-day operations for the Dispensary, including but not limited to hiring/firing of employees, supervising and managing the

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Dispensary general manager, purchasing product inventory, implementing and maintaining a patient outreach and retention program, implementing and maintaining a facility security system, designing an accounting system for RMR, executing and writing checks on behalf of the Dispensary, managing cash flows of the Dispensary, and other services to be agreed to in the MSA. The MSA shall also incorporate certain mutually agreed upon indemnification protection in favor of RMR and Sellers with regard to certain actions taken by Buyer after the Closing and in favor of Buyer for certain actions taken by Sellers or RMR prior to the Closing. In consideration for the services rendered by Buyer under the MSA, Buyer shall receive a management fee equal to 100% of the earnings of RMR (meaning net of agreed upon RMR expenses such as lease payments to landlord), which shall be paid on a monthly basis. In the event of a termination of the MSA by RMR for any reason, RMR shall be required to repay the Closing Fee to Buyer within two (2) days of the termination of the MSA.

3. Purchase Option Terms. The MSA shall incorporate a purchase option (the "Purchase Option") whereby Buyer shall have the option to purchase all of the membership interest in RMR at any time in the future for \$0.01. Upon Buyer's exercise of the Purchase Option, RMR and Buyer shall each put forth best efforts to coordinate final approval for Buyer or its designee to purchase all of the membership interests of RMR.

4. RMR Operating Agreement. The parties shall negotiate the Operating Agreement, which shall include, but not be limited to, (i) RMR approving the MSA, (ii) Buyer having the right to appoint 2 members of the RMR Board of Directors and the existing RMR owners having the right to appoint 1 member of the RMR Board of Directors, and (iii) the RMR members being restricted from transferring any membership interest in RMR, subject to the Purchase Option.

5. Closing Fee. As consideration for the Transaction, Buyer shall pay the owners of RMR \$1,000,000 (the "Closing Fee"), as follows:

(a) Subject to Section 6, \$75,000 (the "Escrow Amount"), which shall be placed in an escrow account at the Bank of Springfield (the "Escrow Agent") within three (3) days of the execution of this Letter, and which shall be (i) returned to Buyer in the event that Buyer terminates this Letter for any reason during the Due Diligence Period, (ii) paid to RMR if Buyer fails to effectuate the Transaction after the Due Diligence Period but before the Closing, or (iii) released to RMR at the Closing;

(b) Subject to Section 6, \$875,000, which shall be paid to RMR at the Closing; and

(c) \$50,000, which shall be paid upon Final Approval.

6. Due Diligence Period. Buyer shall have a due diligence period of up to 15 business days from the date that this Letter is executed (the "Due Diligence Period"). During the Due Diligence Period, Buyer may elect in its sole discretion to not proceed with the Transaction contemplated hereby and upon written notice by the Buyer, the Escrow Agent shall return the Escrow Amount to Buyer that was deposited with the Escrow Agent upon written notice to Escrow Agent. Upon written notice from Buyer to RMR during the Due Diligence Period, Buyer may extend the Due Diligence Period by an additional 15 business days for a total Due Diligence Period of 30 business days if Buyer deposits an additional \$25,000 with the



Escrow Agent, which amount will be credited against the Closing Fee at Closing. For purposes of clarification only, in the event that Buyer extends the Due Diligence Period, the total amount paid by Buyer at Closing shall not exceed \$950,000.

7. Closing. The execution of the Definitive Documents is anticipated to occur no later than May __, 2017 (the "Closing"). The Closing shall be extended 15 business days in the event that Buyer extends the Due Diligence Period as set forth in Section 6.

8. Exclusivity. In consideration of depositing the Escrow Amount with the Escrow Agent and the expenses that Buyer has incurred and will incur in connection with the proposed Transaction, the Sellers agree that from the date hereof until the Closing, neither the Sellers nor RMR shall initiate, solicit, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer from any person or group of persons to (i) acquire all or any part of the membership interest, or (ii) manage and operate the Dispensary, of RMR, its business, license or assets.

9. Termination. This Letter will automatically terminate and be of no further force and effect upon the earlier of (i) the Closing; (ii) mutual agreement of the Buyer and the Sellers, (iii) Buyer's decision, in its sole discretion, to terminate this Letter during the Due Diligence Period in accordance with Section 6. For the avoidance of doubt, the Sellers may not terminate this Letter unilaterally.

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

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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

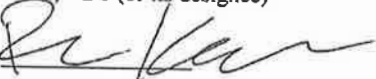
Confidential Information of Revolution
Maryland Holdings, LLC

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

4/20/17

GTI Core, LLC (or its designee)

By:



Burkholder
Manager.

COLUMBUS 62533-4 67665v2

AMENDMENT TO LETTER OF INTENT

THIS AMENDMENT TO LETTER OF INTENT (this "Amendment") is made this 10th day of May, 2017, by and between GTI CORE, LLC ("Buyer"), and Revolution Maryland Holdings, LLC ("Revolution").

BACKGROUND:

WHEREAS, Buyer and Revolution entered into a "Letter of Intent" dated April 20, 2017 (the "Letter of Intent") which described, which, among other things, that (i) Buyer and Revolution Maryland Retail, LLC ("RMR"), which is majority-owned by Revolution, would enter into a long-term Management Services Agreement whereby Buyer would provide certain management services to RMR, and (ii) Buyer would have an option to purchase the membership interest in RMR for \$0.01; and

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. The first sentence of Section 6 of the Letter of Intent entitled "Due Diligence Period" shall be amended by changing "15 business days" to "30 business days". Further, for purposes of clarification under Section 6, (i) Buyer shall not be required to deposit an additional \$25,000 with the Escrow Agent to extend the Due Diligence Period to the 30 business days as set forth in Section 1 of this Amendment, and (ii) in the event that Buyer desires to extend the Due Diligence Period for an additional 15 business days *after* the 30 business day Due Diligence Period has expired, Buyer shall be required to deposit the additional \$25,000 with the Escrow Agent.
3. Changes to Closing. The first sentence of Section 7 of the Letter of Intent entitled "Closing" shall be amended by changing the date of "May __, 2017" to "June 2, 2017". Further, the second sentence of Section 7 of the Letter of Intent entitled "Closing" shall be amended by changing "15 days" to "15 business days".
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

Confidential Information of
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") is made this 2nd day of June, 2017, by and between GTI CORE, LLC ("Buyer"), and Revolution Maryland Holdings, LLC ("Revolution").

BACKGROUND:

WHEREAS, Buyer and Revolution entered into a Letter of Intent dated April 20, 2017, as amended by the Amendment to Letter of Intent dated May 10th, 2017 (collectively, the "Letter of Intent") which described, among other things, that (i) Buyer and Revolution Maryland Retail, LLC ("RMR"), which is majority-owned by Revolution, would enter into a long-term Management Services Agreement whereby Buyer would provide certain management services to RMR, (ii) Buyer would have an option to purchase the membership interest in RMR for \$0.01, and (iii) Buyer would pay the Closing Fee to the owners of RMR; and

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. The first sentence of Section 6 of the Letter of Intent entitled "Due Diligence Period" shall be amended by changing "30 business days" to "50 business days". In exchange for the additional 20 business days, Buyer agrees to deposit an additional \$5,000 with the Escrow Agent within five (5) business days of this Amendment. Further, for purposes of clarification under Section 6, (i) Buyer shall not be required to deposit an additional \$25,000 with the Escrow Agent to extend the Due Diligence Period to the 50 business days as set forth in Section 1 of this Amendment, and (ii) in the event that Buyer desires to extend the Due Diligence Period for an additional 15 business days *after* the 50 business day Due Diligence Period has expired, Buyer shall be required to deposit an additional \$25,000 with the Escrow Agent.
3. Changes to Closing. The first sentence of Section 7 of the Letter of Intent entitled "Closing" shall be amended by changing the date of "June 2, 2017" to "June 30, 2017".
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**

Confidential Information of
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") is made this 30th day of June 2017, by and between GTI CORE, LLC ("Buyer"), and Revolution Maryland Holdings, LLC ("Revolution").

BACKGROUND:

WHEREAS, the real estate that Revolution initially selected for its medical marijuana dispensary in Maryland is not viable and since entering into the Letter of Intent, GTI has expended significant time and effort to secure new real estate, including recently obtaining a signed letter of intent on a \$1.5 million property;

WHEREAS, Buyer and Revolution entered into a Letter of Intent dated April 20, 2017, as amended by the Amendment to Letter of Intent dated May 10, 2017, as amended by the Second Amendment to Letter of Intent dated June 2, 2017 (collectively, the "Letter of Intent") which described, among other things, that (i) Buyer and Revolution Maryland Retail, LLC ("RMR"), which is majority-owned by Revolution, would enter into a long-term Management Services Agreement whereby Buyer would provide certain management services to RMR, (ii) Buyer would have an option to purchase the membership interest in RMR for \$0.01, and (iii) Buyer would pay the Closing Fee to the owners of RMR;

WHEREAS, Revolution received State 1 approval from the Maryland Medical Cannabis Commission (the "Commission") for a medical marijuana dispensary and as of the date of this Amendment, Revolution has not applied for State 2 approval to operate a medical marijuana dispensary from the Commission;

WHEREAS, Revolution is currently coordinating documents and material necessary to apply for Stage 2 approval and following Stage 2 approval, and pursuant to the Letter of Intent, GTI will pay Revolution \$1 million free and clear; and

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. The first sentence of Section 6 of the Letter of Intent entitled "Due Diligence Period" shall be amended by changing "50 business days" to "70 business days". In exchange for the additional 20 business days, Buyer agrees to deposit an additional \$10,000 with the Escrow Agent within five (5) business days of this Amendment. Further, for purposes of clarification under Section 6, (i) Buyer shall not be required to deposit an additional \$25,000 with the Escrow Agent to extend the Due Diligence Period to the 70 business days, and (ii) in the event that Buyer desires to extend the Due Diligence Period for an additional 15 business days *after* the 70-business day Due Diligence Period has expired, Buyer shall be required to deposit an additional \$25,000 with the Escrow Agent.
3. Changes to Closing. The first sentence of Section 7 of the Letter of Intent entitled "Closing" shall be amended by changing the date of "June 30, 2017" to "July 28, 2017".

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.

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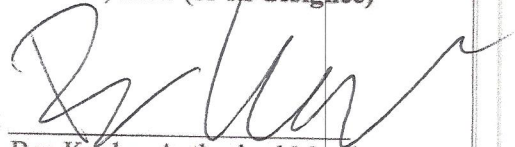
IN WITNESS WHEREOF, Buyer and Revolution have executed this Amendment as of the day and year first above written.

REVOLUTION MARYLAND
HOLDINGS, LLC

Confidential Information of
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") is made this 26th day of July 2017, by and between GTI CORE, LLC ("Buyer"), and Revolution Maryland Holdings, LLC ("Revolution").

BACKGROUND:

WHEREAS, the real estate that Revolution initially selected for its medical marijuana dispensary in Maryland is not viable and since entering into the Letter of Intent, GTI has expended significant time and effort to secure new real estate, including recently obtaining a signed letter of intent on a \$1.5 million property;

WHEREAS, Buyer and Revolution entered into a Letter of Intent dated April 20, 2017, as amended by the Amendment to Letter of Intent dated May 10, 2017, as amended by the Second Amendment to Letter of Intent dated June 2, 2017, as amended by the Third Amendment to Letter of Intent dated June 30, 2017 (collectively, the "Letter of Intent") which described, among other things, that (i) Buyer and Revolution Maryland Retail, LLC ("RMR"), which is majority-owned by Revolution, would enter into a long-term Management Services Agreement whereby Buyer would provide certain management services to RMR, (ii) Buyer would have an option to purchase the membership interest in RMR for \$0.01, and (iii) Buyer would pay the Closing Fee to the owners of RMR;

WHEREAS, Revolution received State 1 approval from the Maryland Medical Cannabis Commission (the "Commission") for a medical marijuana dispensary and as of the date of this Amendment, Revolution has not applied for State 2 approval to operate a medical marijuana dispensary from the Commission;

WHEREAS, Revolution is currently coordinating documents and material necessary to apply for Stage 2 approval and following Stage 2 approval, and pursuant to the Letter of Intent, GTI will pay Revolution \$1 million free and clear; and

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. The first sentence of Section 6 of the Letter of Intent entitled "Due Diligence Period" shall be amended by changing "70 business days" to "95 business days". In exchange for the additional 25 business days, Buyer agrees to deposit an additional \$10,000 with the Escrow Agent within five (5) business days of this Amendment. Further, for purposes of clarification under Section 6, (i) Buyer shall not be required to deposit an additional \$25,000 with the Escrow Agent to extend the Due Diligence Period to the 95 business days, and (ii) in the event that Buyer desires to extend the Due Diligence Period for an additional 15 business days after the 95-business day Due Diligence Period has expired, Buyer shall be required to deposit an additional \$25,000 with the Escrow Agent.
3. Changes to Closing. The first sentence of Section 7 of the Letter of Intent entitled "Closing" shall be amended by changing the date of "July 28, 2017" to "September 1, 2017".

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]

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

REVOLUTION MARYLAND
HOLDINGS, LLC

Confidential Information of
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") is made this 1st day of September 2017, by and between GTI CORE, LLC ("Buyer"), and Revolution Maryland Holdings, LLC ("Revolution").

BACKGROUND:

WHEREAS, the real estate that Revolution initially selected for its medical marijuana dispensary in Maryland is not viable and since entering into the Letter of Intent, GTI has expended significant time and effort to secure new real estate, including recently obtaining a signed letter of intent on a \$1.5 million property;

WHEREAS, Buyer and Revolution entered into a Letter of Intent dated April 20, 2017, as amended by the Amendment to Letter of Intent dated May 10, 2017, as amended by the Second Amendment to Letter of Intent dated June 2, 2017, as amended by the Third Amendment to Letter of Intent dated June 30, 2017, as amended by the Fourth Amendment of Letter of Intent dated July 26, 2017 (collectively, the "Letter of Intent") which described, among other things, that (i) Buyer and Revolution Maryland Retail, LLC ("RMR"), which is majority-owned by Revolution, would enter into a long-term Management Services Agreement whereby Buyer would provide certain management services to RMR, (ii) Buyer would have an option to purchase the membership interest in RMR for \$0.01, and (iii) Buyer would pay the Closing Fee to the owners of RMR;

WHEREAS, Revolution received Stage 1 approval from the Maryland Medical Cannabis Commission (the "Commission") for a medical marijuana dispensary and as of the date of this Amendment, Revolution has not applied for Stage 2 approval to operate a medical marijuana dispensary from the Commission;

WHEREAS, Revolution is currently coordinating documents and material necessary to apply for Stage 2 approval and following Stage 2 approval, and pursuant to the Letter of Intent, GTI will pay Revolution \$1 million free and clear; and

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. The first sentence of Section 6 of the Letter of Intent entitled "Due Diligence Period" shall be amended by changing "95 business days" to "105 business days". Further, for purposes of clarification under Section 6, (i) Buyer shall not be required to deposit an additional \$25,000 with the Escrow Agent to extend the Due Diligence Period to the 105 business days, and (ii) in the event that Buyer desires to extend the Due Diligence Period for an additional 15 business days *after* the 105-business day Due Diligence Period has expired, Buyer shall be required to deposit an additional \$25,000 with the Escrow Agent.
3. Changes to Closing. The first sentence of Section 7 of the Letter of Intent entitled "Closing" shall be amended by changing the date of "September 1, 2017" to "September 15, 2017".



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]

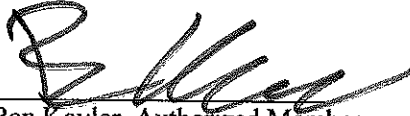
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IN WITNESS WHEREOF, Buyer and Revolution have executed this Amendment as of the day and year first above written.

**REVOLUTION MARYLAND
HOLDINGS, LLC**

Confidential Information of
Revolution Maryland Holdings, LLC

GTI CORE, LLC (or its designee)

By: 
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 this 29th day of September 2017, by and between GTI CORE, LLC (“Buyer”), and Revolution Maryland Holdings, LLC (“Revolution”).

BACKGROUND:

WHEREAS, the real estate that Revolution initially selected for its medical marijuana dispensary in Maryland is not viable and since entering into the Letter of Intent, GTI has expended significant time and effort to secure new real estate, including recently obtaining a signed letter of intent on a \$1.5 million property;

WHEREAS, Buyer and Revolution entered into a Letter of Intent dated April 20, 2017, as amended by the Amendment to Letter of Intent dated May 10, 2017, as amended by the Second Amendment to Letter of Intent dated June 2, 2017, as amended by the Third Amendment to Letter of Intent dated June 30, 2017, as amended by the Fourth Amendment of Letter of Intent dated July 26, 2017, as amended by the Fifth Amendment of Letter of Intent dated September 1, 2017, and subsequent written email due diligence period extensions agreed to by the parties (collectively, the “Letter of Intent”) which described, among other things, that (i) Buyer and Revolution Maryland Retail, LLC (“RMR”), which is majority-owned by Revolution, would enter into a long-term Management Services Agreement whereby Buyer would provide certain management services to RMR, (ii) Buyer would have an option to purchase the membership interest in RMR, and (iii) Buyer would pay the Closing Fee to the owners of RMR;

WHEREAS, RMR received Stage 1 approval from the Maryland Medical Cannabis Commission (the “Commission” and references in the Letter of Intent to “MMRC” shall mean the Commission) for a medical marijuana dispensary and as of the date of this Amendment, RMR has not applied for Stage 2 Approval to operate a Dispensary;

WHEREAS, RMR is currently coordinating documents and material necessary to apply for Stage 2 approval and following Final Approval, and pursuant to the Letter of Intent, GTI will pay RMR the Closing Fee; and

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. At the end of the first sentence of Section 3, the following shall be added “or such other purchase structure as the parties may mutually agree.”
3. Changes to Closing Fee. The following changes shall be made to Section 5 of the Letter of Intent: (i) Section 5(a) shall refer to the “Escrow Amount” as \$100,000; (ii) Section 5(b) shall be amended to replace “\$875,000” with “\$900,000”; and (iii) Section 5(c) shall be deleted in its entirety.
4. Changes to Due Diligence Period. The first sentence of Section 6 of the Letter of Intent entitled “Due Diligence Period” shall be amended to: “Buyer shall have a due diligence period from the

date that this Letter is executed through the Final Approval from the Commission. Further, for purposes of clarification under Section 6, Buyer shall not be required to deposit an additional \$25,000 with the Escrow Agent to extend the Due Diligence Period.” Lastly, the last sentence of Section 6 referencing \$950,000 shall be deleted in its entirety.

5. Changes to Closing. The first sentence of Section 7 of the Letter of Intent entitled “Closing” shall be replaced and amended to: “The execution of the Definitive Documents is anticipated to occur within 5 days of Applicant receiving Final Approval from the Commission for the Dispensary.”
6. Changes to Exclusivity. At the end of Section 8, the following sentence shall be added: “Any amounts expended by Buyer during the Due Diligence Period prior to or in connection with RMR obtaining Final Approval for a Dispensary shall be borne entirely by Buyer and not subject to repayment or reimbursement, except as may be agreed to in Definitive Documents.”
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.

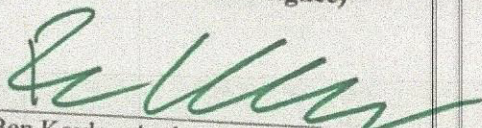
[Signatures appear on next page]

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

REVOLUTION MARYLAND HOLDINGS, LLC

Confidential Information of Revolution Maryland Holdings, LLC

GTI CORE, LLC (or its designee)

By: 
Ben Kovler, Authorized Member

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