

**LOAN AND SECURITY AGREEMENT**

**by and among**

Confidential Information of Lender

**AS LENDER,**

**and**

**GTI-CLINIC ILLINOIS HOLDINGS, LLC  
AND CERTAIN OF ITS AFFILIATES AND SUBSIDIARIES,  
AS BORROWER**

**dated as of**

**October 2, 2017**

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## LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT, dated as of October 2, 2017, as amended, supplemented or modified (this “*Agreement*”), is entered into by **GTI-CLINIC ILLINOIS HOLDINGS, LLC**, an Illinois limited liability company (“*Holdings*”), **GTI MUNDELEIN PARTNERS, LLC**, an Illinois limited liability company (“*Mundelein Partners*”), **GTI MUNDELEIN, LLC**, an Illinois limited liability company (“*Mundelein*”), **GTI OGLESBY PARTNERS, LLC**, an Illinois limited liability company (“*Oglesby Partners*”), **GTI OGLESBY, LLC**, an Illinois limited liability company (“*Oglesby*”), **GTI ROCK ISLAND PARTNERS, LLC**, an Illinois limited liability company (“*Rock Island Partners*”), **GTI ROCK ISLAND, LLC**, an Illinois limited liability company (“*Rock Island*”), **GTI II, LLC**, an Illinois limited liability company (“*GTI II*”), **GTI INVESTORS, LLC**, an Illinois limited liability company (“*GTI Investors*”), **3C COMPASSIONATE CARE CENTER, LLC**, an Illinois limited liability company (“*3C*”), and GTI-3C, LLC, an Illinois limited liability company (“*GTI-3C*” and collectively with Holdings, Mundelein Partners, Mundelein, Oglesby Partners, Oglesby, Rock Island Partners, Rock Island, GTI II, GTI Investors and 3C, together with their respective successors and assigns, “*Borrower*”), and [REDACTED] Confidential Information of Lender [REDACTED] (herein, together with its successors and assigns, called “*Lender*”). Borrower has requested that Lender make the Loan to Borrower. This Agreement and the Note will govern the terms and conditions of the Loan as well as any renewals or amendments thereof. In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

### ARTICLE 1 CERTAIN DEFINITIONS

Section 1.1 Terms Defined in this Agreement. When used herein the following terms shall have the following respective meanings:

“*Account Debtor*” means the Person who is obligated on or under an Account or, if appropriate, Chattel Paper or General Intangible, as applicable.

“*Account Records*” means (a) all original copies of all documents, instruments or other writings evidencing the Accounts, (b) all books, records, correspondence, credit or other files, ledger sheets or cards, invoices, and other papers relating to Accounts, including without limitation all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers, electronics or computer records, and documents relating to the Accounts, whether in the possession or under the control of Borrower or any computer bureau or agent from time to time acting for Borrower or otherwise, (c) all evidences of the filing of financing statements and the registration of other instruments in connection therewith and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including without limitation lien search reports, from filing or other registration officers, (d) all credit information, reports and memoranda relating thereto, and (e) all other written or non-written forms of information related in any way to the foregoing or any Account.

“*Accounts*” means “*accounts*” as such term is defined in the UCC, including without limitation, all rights to payment for services rendered or goods sold, leased, licensed, assigned or otherwise disposed of (including healthcare and credit card receivables), whether or not earned by performance and all rights in respect of the Account Debtor, including, without limitation, all such rights in which Borrower has any right, title or interest by reason of the purchase thereof by Borrower, and including, without limitation, all such rights constituting or evidenced by any Account, Chattel Paper, General Intangible, Instrument, contract, invoice, purchase order, draft, acceptance, intercompany account, note, security agreement, or other evidence of indebtedness or security, together with (a) any collateral assigned, hypothecated or held

to secure any of the foregoing and the rights under any security agreement granting a security interest in such collateral, (b) all goods, the sale of which gave rise to any of the foregoing, and (c) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith.

“**Acquisition**” means the acquisition by GTI-3C of all of the limited liability company membership interests in 3C.

“**Acquisition Agreements**” - See Section 7.26.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract or otherwise. With respect to Borrower, Affiliate includes, but is not limited to, (a) Subsidiaries of Borrower, (b) officers and managers of Borrower, (c) any Person who or which directly or beneficially owns or holds 25% or more of any class of Equity Interests of Borrower or of warrants or rights convertible, with or without the payment of money, into Equity Interests of Borrower which if so converted will result in 25% or more of any class of Equity Interests of Borrower being owned or held by such Person, (d) any Person 25% or more of whose voting Equity Interests is directly or beneficially owned or held by Borrower or (e) any Person 25% or more of whose voting Equity Interests is, or would be after conversion of any issued warrants or rights, owned, directly or beneficially, by a Person described in (b) or (c).

“**Aggregate Interest**” - See Section 4.1.

“**Approved Merger**” means the direct or indirect merger, combination or other consolidation of the operations of the Borrowers with those of Merger Target, in a form reasonably approved by the Lender and in which (a) Borrowers and Affiliates directly or indirectly own in excess of 50% of the combined entity, (b) Lender’s collateral position is and continues to be perfected and first in all of the existing Borrower’s assets, (c) such transaction otherwise satisfies the requirements of Section 8.13(b) hereof, (d) Merger Target is not merged with or into any of the Borrowers nor will any of the Borrowers be merged with or into Merger Target, and (e) the separate existence of each of the Borrowers continues following the Approved Merger.

“**Asset Disposition**” means the sale, lease, assignment or other transfer for value (each a “**Disposition**”) by Borrower of any asset of Borrower (including, the loss, destruction or damage of any thereof or any condemnation, confiscation, requisition, seizure or taking thereof), other than (a) the Disposition of any asset which is to be replaced, and is in fact replaced, within one hundred eighty (180) days with another asset which is of similar or better quality performing the same or a similar function (provided Lender maintains and retains its first priority perfected lien in the proceeds of such Disposition pending such replacement), (b) the sale of Inventory, vehicles and Equipment in the ordinary course of business, (c) the sale or disposition of any Equity Interest not constituting a Change of Control or (d) Dispositions which are otherwise expressly permitted under Section 9.12 hereof.

“**Assignee**” - See Section 13.12.

“**Authorized Officer**” means the President, Chief Executive Officer, and the Chief Financial Officer of Borrower or any manager of Borrower.

“**Borrower**” - See introductory paragraph to this Agreement. Except as otherwise expressly

provided herein, any reference to Borrower shall be a reference to all Borrowers.

**“Borrower Representative”** means GTI II in its capacity as Borrower Representative pursuant to Section 13.17 hereof.

**“Business Day”** means any day of the year on which Lender is open for business in Chicago, Illinois.

**“Cannabis Act”** means the Illinois Compassionate Use of Medical Cannabis Pilot Program Act, as amended, replaced or superseded by comparable legislation.

**“Capital Expenditures”** means as to any Person any and all expenditures of such Person for fixed or capital assets, including, without limitation, the incurrence of Capitalized Lease Obligations, all as determined in accordance with GAAP, except that Capital Expenditures shall not include expenditures for fixed or capital assets to the extent such expenditures are paid or reimbursed from the proceeds of insurance.

**“Capitalized Lease Obligations”** means any amount payable with respect to any lease of any tangible or intangible property (whether real, personal or mixed), however denoted, which is required by GAAP to be reflected as a liability on the face of the balance sheet of the lessee thereunder.

**“Change in Control”** shall mean the occurrence of any of the following events: (a) Ben Kovler or his family members or entities shall cease to own and control, directly or indirectly, at least 75% of the outstanding Equity Interests of GTI Investors, free and clear of all liens or other encumbrances (other than liens or other encumbrances in favor of Lender), or ceases to possess the right to elect (through contract, ownership of voting Equity Interests or otherwise) at all times a majority of the governing body of GTI Investors; (b) GTI Investors shall cease to own or control, directly or indirectly, at least 75% of the outstanding Equity Interests of GTI II, free and clear of all liens or other encumbrances (other than liens or other encumbrances in favor of Lender), or ceases to possess the right to elect (through contract, ownership of voting Equity Interests or otherwise) at all times a majority of the governing body of GTI II; (c) GTI II shall cease to own or control, directly or indirectly, at least 75% of the outstanding Equity Interests of Holdings, free and clear of all liens or other encumbrances (other than liens or other encumbrances in favor of Lender or upon an Approved Merger), or ceases to possess the right to elect (through contract, ownership of voting Equity Interests or otherwise) at all times a majority of the governing body of Holdings; (d) Holdings shall cease to own or control, directly or indirectly, all of the outstanding Equity Interests of each Borrower (other than GTI Investors, GTI II and Holdings), free and clear of all liens or other encumbrances (other than liens or other encumbrances in favor of Lender), or ceases to possess the right to elect (through contract, ownership of voting Equity Interests or otherwise) at all times a majority of the governing body of each Borrower (other than GTI Investors, GTI II and Holdings); or (e) a majority of those Persons serving on the Board of Directors of Holdings as of the Closing Date cease to serve on and control the Board of Directors of Holdings. For the purpose hereof, the terms “control” or “controlling” shall mean the possession of the power to direct, or cause the direction of, the management and policies of Borrower by contract or voting of Equity Interests.

**“Change in Law”** means the occurrence of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority, (c) the expiration, termination or repeal of the Cannabis Act, or (d) the making or issuance of any request, rule, guideline or directive by any Governmental Authority or the compliance therewith by Borrower or by Lender, its applicable lending office, Lender’s holding company, if any.



“**Chattel Paper**” means “chattel paper” as such term is defined in the UCC.

“**Closing Date**” means October 2, 2017.

“**Collateral**” - See Section 9.1.

“**Collateral Access Agreement**” means an agreement in form and substance reasonably satisfactory to the Lender pursuant to which a mortgagee or lessor of real property on which Collateral is stored or otherwise located, or a warehouseman, processor or other bailee of Inventory or other property owned by Borrower, acknowledges the Liens of Lender and waives any Liens held by such Person on such property, and, in the case of any such agreement with a mortgagee or lessor, permits Lender reasonable access to and use of such real property following the occurrence and during the continuance of an Event of Default to assemble, complete and sell any collateral stored or otherwise located thereon.

“**Collateral Documents**” means, collectively, any and all documents and instruments pursuant to which a Lien is granted to Lender (or to any agent, trustee, or other party acting on Lender’s behalf), including, without limitation, this Agreement, the Pledge Agreement, each Collateral Access Agreement, each DACA, the Rock Island Mortgage, the Mundelein Mortgage and the Oglesby Mortgage, as security for any of the Liabilities, as such documents and instruments may be amended, modified or supplemented from time to time with Lender’s advance written consent.

“**Collateral Records**” means any and all books, records, computer printouts, blueprints, technical specifications, manuals, computer software, customer lists, and similar items which relate to any Collateral other than such items obtained under franchise or license agreements which prohibit assignment or disclosure of such items.

“**Contract Right**” means any right of Borrower to payment under a contract, which right is not yet earned by performance and not evidenced by an Instrument or Chattel Paper.

“**Covenant Compliance Certificate**” - See Section 8.1(d) and Exhibit B.

“**DACA**” means an agreement in form and substance reasonably satisfactory to the Lender pursuant to which the Lender is granted “control” (as defined in the UCC) of each Deposit Account of Borrower.

“**Deduction**” - See Section 6.1.

“**Default Rate**” means fifteen percent (15.00%) per annum.

“**Deposit Accounts**” means any deposit account, including without limitation, “**deposit accounts**” as such term is defined in the UCC, and any other deposit or securities account, operating account, and lock-box or cash collateral account, together with any funds, instruments or other items credited to any such account from time to time, and all interest thereon.

“**Depreciation**” shall mean the total amounts added to depreciation, amortization, obsolescence, valuation and other proper reserves, as reflected on Borrower’s consolidated financial statements and determined in accordance with GAAP.

“**Distributions**,” shall mean (a) any cash dividend, distribution or payment, (b) any acquisition or redemption of any outstanding stock, membership interests or other equity interest, (c) any retirement or prepayment of debt securities, other than the Liabilities and the Subordinated Debt, before their regularly scheduled maturity dates, (d) any loan or advance to a shareholder, member, or partner, and (e) any

management fees to any Affiliate of Borrower.

“**Documents**” means “*documents*” as such term is defined in the UCC, including, without limitation, all bills of lading, warehouse receipts and orders for the delivery of goods.

“**Dollar(s)**” and the sign “\$” means lawful money of the United States of America.

“**EBITDA**” means, for any period, in the aggregate for Borrower, the sum of the following: (a) Borrower’s net income for such period, plus (b) interest expense paid in cash, plus (c) income and franchise taxes payable or accrued, plus (d) Depreciation for such period, plus (e) all other non-cash charges, minus (f) that portion of Net Income arising out of the sale of assets outside of the ordinary course of business (to the extent not previously excluded under clause (a) of this definition) and excluding other after-tax extraordinary gains or losses, in each case to the extent included in determining Net Income for such period and excluding any costs, fees and expenses incurred in connection with this Agreement (to the extent taken into account in determining net income) such as attorneys’ fees, accountants fees and the fees contemplated in Section 4.4.

“**Environmental Claims**” - See Section 8.21(d)(2).

“**Environmental Laws**” means any and all federal, state or local environmental or health and safety-related laws, regulations, rules, ordinances, orders or directives.

“**Equity Interest**” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, or any warranty, options or other rights to acquire such interests.

“**Equipment**” means “*equipment*” as such term is defined in the UCC, including, without limitation, all machinery, furniture, warehousing equipment, data processing equipment, computers, office equipment, appliances and tools.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, together with the regulations thereunder and under the Internal Revenue Code of 1986, as amended, in each case as in effect from time to time. References to sections of ERISA shall be construed to also refer to any successor sections.

“**ERISA Affiliate**” means any corporation, trade or business that is, along with Borrower, a member of a controlled group of corporations or a controlled group of trades or businesses, as described in Sections 414(b) and 414(c), respectively, of the Internal Revenue Code of 1986, as amended, or Section 4001 of ERISA.

“**Event of Default**” means any of the events described in Section 11.1.

“**Fiscal Year**” means each twelve (12) month accounting period of Borrower, which ends on December 31 of each year.

“**Fixed Charges**” means, for any period, without duplication, scheduled payments of principal during the applicable period with respect to all Indebtedness of Borrower, on a consolidated basis, for borrowed money (excluding the mandatory prepayment required by Section 5.3(a)), plus scheduled payments of principal during the applicable period with respect to all Capital Lease Obligations of Borrower, on a consolidated basis, plus scheduled payments of interest during the applicable period with respect to all Indebtedness of Borrower, on a consolidated basis, for borrowed money including Capital Lease Obligations.

**“Fixed Charge Coverage Ratio”** means, as of any day, the ratio of (a) EBITDA for the specified period ending on such date, *minus* federal and state taxes paid in cash by Borrower for such period, *minus* dividends and other similar distributions or payments made during such period (unless deducted in calculating EBITDA), *minus* Unfunded Capital Expenditures for such period *minus* any management fees permitted to be paid hereunder paid in cash during such period and expenses to (b) Fixed Charges for such period, determined in each case on a consolidated basis for Borrower. Each calculation of the Fixed Charge Coverage Ratio as of any applicable calculation date shall be for the immediately preceding four (4) fiscal quarter period then ending; provided, that, with respect to any such calculation period ending prior to the first anniversary of the Closing Date, such calculation shall include the EBITDA of Sellers for that period of time immediately preceding the Closing in order for the measurement period to include a full four (4) quarters of EBITDA, to the extent consistent with the definition of EBITDA hereunder.

**“Fixtures”** means “*fixtures*” as such term is defined in the UCC.

**“GAAP”** means the generally accepted accounting principles consistently applied with such changes thereto as (a) shall be consistent with the then-effective principles promulgated or adopted by the Financial Accounting Standards Board and its predecessors and successors, (b) shall be concurred in by the independent certified public accountants of recognized standing certifying any financial statements of Borrower and (c) as otherwise approved by Lender.

**“General Intangibles”** means “*general intangibles*” as such term is defined in the UCC, including, without limitation, rights to the payment of money (other than Accounts), payment intangibles, trademarks, trade names, trade secrets, service marks, designs, logos, copyrights, copyright registrations, patents, patent applications, and the goodwill of the business relating thereto, and contracts, licenses and franchises, limited and general partnership interests and joint venture interests, distributions on certificated securities (as defined in the UCC) and uncertificated securities (as defined in the UCC), computer programs and other computer software, tape drives, utilities and application programs, inventions, designs, trade secrets, goodwill, proprietary rights, customer lists, supplier contracts, sale orders, correspondence, advertising materials, federal and state income tax refunds, payments due in connection with any confiscation, condemnation, seizure or forfeiture of any property, reversionary interests in pension and profit-sharing plans and reversionary, beneficial and residual interests in trusts, credits with and other claims against any Person, together with any collateral for any of the foregoing and the rights under any security agreement granting a security interest in such collateral.

**“Governmental Authority”** means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

**“GTI-3C Convertible Note”** means that certain Convertible Promissory Note dated on or about the date hereof in the original principal amount of \$10,250,000 issued by GTI-3C in favor of Holdings.

**“Guarantor”** means any Person, if any, guarantying all or any portion of the Liabilities; as of the date hereof.

**“Guarantor Documents”** means, collectively, any and all documents and instruments executed by any Guarantor in connection with the Liabilities, including, without limitation guaranties of the Liabilities and Mortgages and security agreements pursuant to which a Lien is granted to Lender (or to any agent, trustee, or other party acting on Lender’s behalf) as security for any of the Liabilities, as such documents and instruments may be amended, modified or supplemented from time to time with Lender’s

advance written consent.

**“Hazardous Material”** means any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called **“Superfund”** or **“Superlien”** law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards on conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; asbestos or any substance or compound containing asbestos; polychlorinated biphenyls or any substance or compound containing any polychlorinated biphenyl; and any other hazardous, toxic or dangerous waste, substance or material.

**“Holdings”** - See introductory paragraph of this Agreement.

**“Indebtedness”** means, with respect to any Person at any date and without duplication, (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices), (b) any other indebtedness which is evidenced by a note, bond, debenture or similar instrument, (c) all Capitalized Lease Obligations of such Person; (d) all obligations of such Person in respect of outstanding letters of credit, acceptances and similar obligations created for the account of such Person, (e) all liabilities secured by any security interest, lien or other encumbrance on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof, (f) net liabilities of such Person under interest rate cap agreements, interest rate swap agreements, foreign currency exchange agreements and other hedging agreements or arrangements, and (g) all guaranties, endorsements and other contingent obligations whether direct or indirect in respect of Indebtedness of others, including any obligation to supply funds to or in any manner to invest in, directly or indirectly, the debtor, to purchase Indebtedness, or to assure the owner of Indebtedness against loss, through an agreement to purchase goods, supplies, or services for the purpose of enabling the debtor to make payment of the Indebtedness held by such owner or otherwise.

**“Indemnified Liabilities”** - See Section 13.7.

**“Instruments”** means **“instruments”** as such term is defined in the UCC, including, without limitation, all notes, stocks, bonds, drafts and debt and equity securities, whether or not certificated, and warrants, options, puts and calls and other rights to acquire or otherwise relating to the same and all other writings which evidence a right to payment for money.

**“Insurance Policies”** means any and all life insurance policies in which Borrower has an interest and any and all insurance policies with respect to any of the Collateral, including all claims or rights to payment thereunder.

**“Intercreditor Agreement”** - See Section 7.6.

**“Inventory”** means **“inventory”** as such term is defined in the UCC, including, without limitation, all goods (whether such goods are in the possession of Borrower or of a bailee or other Person for sale, lease, transit, processing, storage, use or otherwise and whether consisting of whole goods, spare parts, materials, components, supplies, or consigned or returned or repossessed goods), including, without limitation, all such goods which are held for sale or lease or are to be furnished (or which have been furnished) under any contract of service or which are raw materials or work in progress or materials used or consumed in any business of Borrower. “Inventory” shall not include cannabis.

**“Investment Property”** means **“investment property”** as such term is defined in the UCC.

“**Lender**” - See introductory paragraph to this Agreement.

“**Lender Parties**” - See Section 13.7.

“**Liabilities**” means any individual and the aggregate of all of Borrower’s (or any one of them) obligations, liabilities and indebtedness to Lender, or to any parent, affiliate or subsidiary of Lender, howsoever created, arising or evidenced, whether joint or several, direct or indirect, absolute or contingent, now or hereafter existing or arising, or due or to become due, whether or not under this Agreement, under the Note, under any of the Related Documents, or under any loan agreement, note, guaranty or other undertaking of Borrower, and whether by operation of law or otherwise, including any post-petition interest whether or not allowed, and any refinancings, substitutions, extensions, renewals, replacements and modifications for or of any or all of the foregoing.

“**Lien**” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. For the purposes of this Agreement, Borrower or any other Subsidiary shall be deemed to own, subject to a Lien, any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease, operating lease or other title retention agreement relating to such asset.

“**Limited Liability Company Agreement**” means the limited liability company agreement, operating agreements or similar agreements governing each Borrower

“**Liquidity**” means Unrestricted Cash and Cash Equivalents of Borrower.

“**Loan**” means the loan in the amount of \$5,000,000 made by Lender to Borrower on the Closing Date pursuant to Section 2.1.

“**LTM EBITDA**” means, as of any date of determination, EBITDA of Borrower determined on a consolidated basis in accordance with GAAP, for the 12-month period most recently ended.

“**Margin Stock**” has the meaning given to such term in Regulation U.

“**Material Adverse Effect**” means a material adverse effect on (a) the business, assets, operations, prospects, financial condition, of Borrower and their respective Subsidiaries taken as a whole, (b) the ability of Borrower and their respective Subsidiaries to perform any of their material obligations under any Related Document, (c) the rights of or benefits available to Lender under any Related Document (including, without limitation, any of Lender’s liens or priority thereof) or (d) any substantial portion of the Collateral under the Collateral Documents.

“**Maturity Date**” means October 1, 2022 or such earlier date on which the Liabilities become due and payable pursuant hereto.

“**Merger Target**” means RCP23, LLC, a Delaware limited liability company.

“**Money**” means “**money**” as such term is defined in the UCC.

“**Monthly Payment Date**” - See Section 3.1.

“**Mortgage**” means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of Lender, on real property of Borrower or any other Subsidiary, including any amendment, modification or supplement thereto.

**“Motor Vehicles”** means motor vehicles, trailers, tractors, and other like property, if, in accordance with the applicable laws’ jurisdiction, such property is required to be titled by a certificate of title statute or similar law.

**“Multiemployer Plan”** means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA.

**“Mundelein Mortgage”** means the mortgage executed by Mundelein Partners in respect of the Mundelein Real Property, granting Lender a Lien or Liens in the Mundelein Real Property as security for the Obligations, in form and substance satisfactory to the Lender.

**“Mundelein Real Property”** shall mean that certain property commonly known as 1325 Armour Boulevard, Mundelein Illinois 60060 owned by Mundelein Partners.

**“Net Income”** shall mean, with respect to Borrower and its Subsidiaries for any period, the consolidated net income (or loss) of Borrower and its Subsidiaries for such period as determined in accordance with GAAP, excluding any gains from Asset Dispositions, any extraordinary gains and any gains from discontinued operations.

**“Note”** means the Senior Secured Note dated October 2, 2017 issued by Borrower in the principal amount of \$5,000,000, payable to the order of Lender and evidencing the Loan in the form of Exhibit A attached hereto.

**“Oglesby Mortgage”** means the mortgage executed by Oglesby Partners in respect of the Oglesby Real Property, granting Lender a Lien or Liens in the Oglesby Real Property as security for the Obligations, in form and substance satisfactory to the Lender.

**“Oglesby Real Property”** shall mean that certain property commonly known as 110 East 4th St. Oglesby, Illinois 61348 owned by Oglesby Partners.

**“Other Related Debt”** - See Section 8.7.

**“Participant”** - See Section 13.12.

**“PBGC”** means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

**“Permitted Liens”** - See Section 8.10.

**“Person”** means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, government (or any agency or political subdivision thereof) or other entity of any kind.

**“Plan”** means a **“pension plan”**, as such term is defined in ERISA, which is subject to Title IV of ERISA (other than a multi-employer plan) and to which Borrower or any ERISA Affiliate may have any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

**“Pledge Agreement”** means the pledge agreement, in form and substance satisfactory to Lender, evidencing the pledge of Equity Interests in Borrower by Holdings.

**“Prepayment Notice”** means a written notice from Borrower to Lender, of Borrower’s decision to exercise its optional prepayment rights with respect to Loan, which complies with the requirements of Section 5.2.

**“Proceeds”** means **“proceeds”** as such term is defined in the UCC.

**“Property”** means all real property heretofore, presently or hereafter leased or owned by Borrower or any other Subsidiary or in which Borrower or any other Subsidiary has an interest.

**“Purchase Agreement”** See Section 7.26.

**“Recovery Claim”** - See Section 13.9.

**“Regulation U”** means Regulation U of the Board of Governors of the Federal Reserve System and any successor rule or regulation of similar import as in effect from time to time.

**“Related Documents”** means, collectively, the Note, the Collateral Documents, the Guarantor Documents, and all other documents, instruments and agreements executed by Borrower or any Guarantor pursuant to or in connection with this Agreement, each as amended, restated, supplemented or otherwise modified from time to time.

**“Reportable Event”** has the meaning given to such term in ERISA.

**“Rock Island Mortgage”** means the mortgage executed by Rock Island Partners in respect of the Rock Island Real Property, granting Lender a Lien or Liens in the Rock Island Real Property as security for the Obligations, in form and substance satisfactory to the Lender.

**“Rock Island Real Property”** shall mean that certain property commonly known as 8221 51st West Rock Island, Illinois 60201 owned by Rock Island Partners.

**“Securities Act”** - See Section 7.27.

**“Sellers”** collectively means Hugo Fernandez, Traci Fernandez and Robert Livas.

**“Subordinated Debt”** means Indebtedness of Borrower that is subordinated to the Liabilities in a manner reasonably satisfactory to Lender and contains terms, including without limitation, payment terms, reasonably satisfactory to Lender, including, without, limitation the Indebtedness of GTI-3C to Holdings under to the GTI-3C Convertible Note.

**“Subordinated Lender”** means Sellers and any other Person which has issued Subordinated Debt.

**“Subsidiary”** means, with respect to any Person, a corporation, limited liability company, partnership or other entity of which Borrower and/or their respective other Subsidiaries own, directly or indirectly, such number of outstanding Equity Interests as have more than 50% of the ordinary voting power for the election of such entity’s directors, partners or managers, as the case may be.

**“Surplus Cash”** means, as of the last day of the applicable fiscal quarter, the amount, if any, by which (a) (i) Unrestricted Cash and Cash Equivalents of each Borrower as reflected on Borrower’s balance sheet for such fiscal quarter less (ii) the amount of outstanding or uncleared checks at such time, exceeds (b) the Liquidity Borrower is required to maintain in accordance with Section 8.6(d) hereof.

“**Title Insurance Delivery**” means Borrower delivers to Lender title insurance policies acceptable in form and substance to Lender with respect to each of the Mundelein Real Property, the Oglesby Real Property and the Rock Island Real Property and issued by a title insurance company acceptable to Lender.

“**Total Funded Debt**” means, (i) all Indebtedness for borrowed money required under GAAP to be recorded as a liability, including, without limitation, the Loan hereunder, any Subordinated Debt and all Capitalized Lease Obligations less (ii) any Surplus Cash.

“**Total Funded Debt to EBITDA Ratio**” means for any measuring period the ratio of (a) Total Funded Debt of Borrower (on a consolidated basis) as of the last day of such measuring period to (b) EBITDA.

“**UCC**” and “**Uniform Commercial Code**” mean the Uniform Commercial Code as in effect from time to time in the State of Illinois; provided, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest or Lien in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Illinois, “**UCC**” and

“**Unfunded Capital Expenditures**” means, with respect to any measurement period, total Capital Expenditures of Borrower (on a consolidated basis) for such measurement period, minus new long term Indebtedness used to fund such Capital Expenditures.

“**Unmatured Event of Default**” means any event which, with lapse of time or notice or lapse of time and notice, will constitute an Event of Default if it continues uncured.

“**Unrestricted Cash and Cash Equivalents**” means cash and cash equivalent investments of Borrower (a) on deposit in a deposit account or securities account owned by Borrower and located within the United States of America, (b) not controlled by or subject to any Lien (other than Permitted Liens), any other preferential arrangement in favor of any creditor, or any other restriction on its use and (c) to which Borrower has unfettered and immediate access for payment of any Liabilities that may then be due hereunder; provided, however, the term “Unrestricted Cash and Cash Equivalents” shall not include any cash or Cash Equivalent Investments held by Borrower (in a deposit account or otherwise) on behalf of any other Person (including any client of Borrower).

“**Welfare Plan**” has the meaning given to such term in ERISA.

Section 1.2 Construction.

- (a) The words “**hereof**,” “**herein**,” and “**hereunder**,” and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.
- (b) References to sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.
- (c) The headings of sections and other captions are for convenience only and shall not define or limit the provisions hereof.
- (d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.



Section 1.3 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if Borrower notifies Lender that Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if Lender requests an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding the foregoing, whenever this Agreement or any Related Document makes reference to Borrowers' consolidating or consolidated results, reports, certificates or determinations (including, without limitation, such references in Sections 8.1 and 8.6 hereof), such results, reports, certificates and determinations shall be made as if the GTI-3C Convertible Note has been fully converted into Equity Interests in GTI-3C and Holdings is the sole owner of all such Equity Interests.

## **ARTICLE 2 PURCHASE AND SALE OF NOTE**

Section 2.1 Purchase and Sale of Note. Subject to the terms, covenants and conditions of this Agreement, on the Closing Date, Borrower shall issue and sell, and Lender shall purchase, the Note evidencing the Loan. The consideration to be paid by Lender for the Note is \$5,000,000 and shall be paid by Lender at Closing, by wire transfer of same day funds to Borrower's account (or as otherwise directed by Borrower), upon receipt by Lender of the Note, duly executed and in proper form.

## **ARTICLE 3 REPAYMENT**

Section 3.1 Repayment. Commencing on the first Monthly Payment Date, Borrower shall make consecutive equal monthly payments of principal and interest (at the rate set forth in Article 4 hereof) in the amount of One Hundred Twelve Thousand Four Hundred Eighty Nine and 69/100 (\$112,489.69) shall be paid in arrears (each, a "**Monthly Payment Date**"), commencing November 1, 2017 on the same corresponding day each month thereafter (or if such corresponding day is not a Business Day then the first Business Day thereafter); provided, however, that following the occurrence of the Title Insurance Delivery the monthly payment of principal and interest shall decrease to One Hundred Eleven Thousand Two Hundred Twenty-Two and 24/100 (\$111,222.24) commencing the first Monthly Payment Date following the Title Insurance Delivery. Borrower hereby unconditionally promises to pay to Lender the then unpaid principal amount of the Loan, all accrued and unpaid interest thereon and the amount of all other Liabilities on the Maturity Date.

Section 3.2 Interest; Due Date Extension. The Loan shall bear interest as provided in Article 4. If any payment of principal of, or interest on, the Note falls due on a day that is not a Business Day, then such due date shall be extended to the next following Business Day.

## **ARTICLE 4 INTEREST AND FEES**

Section 4.1 Interest Rates. So long as no Event of Default has occurred and is continuing, the unpaid principal balance of the Note shall bear interest from the Closing Date until the principal balance of the Note is paid in full at the rate of twelve and one-half percent (12.50%) per annum (computed on the basis of a 360-day year and for the actual number of days elapsed in any period) ("**Aggregate Interest**") on the unpaid principal outstanding under the Note from the Closing Date until

paid, or (if less) at the highest rate then permitted under applicable law; provided, however, that such interest rate shall decrease to twelve percent (12.00%) per annum from and after the occurrence of the Title Insurance Delivery. Aggregate Interest shall be paid in arrears with principal on each Monthly Payment Date commencing November 1, 2017. Unless prohibited under applicable law, any accrued interest which is not paid on the date on which it is due and payable shall bear interest at the Aggregate Interest rate until such time as payment therefor is actually paid to the holder of the Note. Any accrued interest which for any reason has not theretofore been paid shall be due and payable in full on the date on which the final principal payment of the Note is made.

Section 4.2 Default Interest. If any principal of the Note or installment of interest is not paid in full on the due date thereof (whether by maturity, prepayment or acceleration), and upon and during the continuance of any Event of Default, the outstanding principal balance of the Note and any overdue installment of interest (to the extent permitted by applicable law), shall bear interest from the due date of such payment, or from and after any such Event of Default, at the Default Rate (computed on the basis of a 360-day year and for the actual number of days elapsed in any period), compounded monthly, until such payment is made in full or such Event of Default has been cured to the reasonable satisfaction of Lender or has been waived by Lender in writing in accordance with the terms of this Agreement.

Section 4.3 Savings Clause. Notwithstanding any other provision contained in this Agreement, the aggregate annual interest rate charged with respect to the Note (including all charges and fees deemed to be interest pursuant to applicable law) shall not exceed the maximum annual rate permitted by applicable law. In the event that the aggregate annual interest rate payable with respect to the Note (including all charges and fees deemed to be interest under applicable laws) exceeds the maximum legal rate, Borrower shall only pay Lender interest at the maximum permitted rate, and Borrower shall continue to make such interest payments at the maximum permitted rate until all amounts, fees and obligations payable hereunder and under the Note have been paid in full.

Section 4.4 Fees. On the Closing Date, Borrower shall pay Lender, a fully-earned and non-refundable closing fee equal to \$100,000.

## **ARTICLE 5 PREPAYMENTS**

Section 5.1 Optional Prepayments. At its option Borrower may prepay all or any part of the unpaid principal balance of the Note at any time, together with all accrued interest thereon. In such event or upon the occurrence of any mandatory prepayment event specified in Section 5.3 hereof, Borrower shall pay to Lender a prepayment fee of (a) 6.25% (or 6.0% following the Title Insurance Delivery) of the principal amount of the Note to be prepaid if such prepayment occurs on or prior to October 1, 2018, (b) 3.125% (or 3.00% following the Title Insurance Delivery) of the principal amount of the Note to be prepaid if such prepayment occurs after October 1, 2018 and on or prior to October 1, 2019, and (c) 1.5625% (or 1.50% following the Title Insurance Delivery) of the principal amount of the Note to be prepaid if such prepayment occurs after October 1, 2019 and on or prior to October 1, 2020. Borrower shall not be required to pay a prepayment fee in connection with optional prepayments after October 1, 2020. Except as set forth above in this Section, Borrower has no optional prepayment rights under this Agreement or the Note. Amounts repaid or prepaid in respect of the Note may not be re-borrowed. This section shall not apply, and no prepayment penalties shall be assessed, in connection with a Mandatory Prepayment under clauses (a)(v) and (vi) of Section 5.3 or in connection with an Approved Merger if such Approved Merger would otherwise constitute a Change in Control. Any prepayment notice is revocable, prior to repayment, at the election of Borrower.

Section 5.2 Prepayment Notice. Borrower shall give a Prepayment Notice to Lender of any

optional prepayment under Section 5.1 not later than 1:00 p.m., Chicago, Illinois time, on the second Business Day preceding the applicable prepayment date, specifying the principal amount of the Note to be prepaid on such date. Once a Prepayment Notice has been given, the principal amount of the Note to be prepaid on such date as specified therein, together with all accrued interest to the date of payment, shall become due and payable on the prepayment date specified in the Prepayment Notice.

Section 5.3 Mandatory Prepayments.

(a) Borrower shall make a prepayment of the outstanding principal amount of the Loan until paid in full (including all accrued interest) upon the occurrence of any of the following events, at the following times and in the following amounts:

(i) Concurrently with the receipt by Borrower of proceeds from a public offering of the securities of any Borrower.

(ii) Concurrently with any Change in Control. No less than five (5) Business Days prior to any proposed Change in Control, Borrower will deliver a written notice to Lender describing the transaction or transactions that constitute the proposed Change in Control and stating the prepayment price and the prepayment date, which shall be the date on which the Change in Control occurs.

(iii) Upon receipt of the proceeds of any Asset Disposition.

(iv) Upon receipt of cash proceeds from the sale of Borrower's Equity Interest.

(v) Upon the effective date of the expiration, termination or repeal of the Cannabis Act.

(vi) Upon the occurrence and continuation of any Event of Default or other event which results in the acceleration of amounts due under the Note.

(b) Any prepayment required under this Section 5.3 shall be accompanied by the prepayment fee, if any, set forth in Section 5.1 hereof.

Section 5.4 Application of Prepayments. Each prepayment of the Loan shall be applied to the scheduled installments of the Loan in inverse order of maturity and any partial prepayment made hereunder shall not postpone the due date of any other monthly payment of principal and interest required hereunder and shall not change the amount of any such monthly payment unless the Lender shall otherwise agree in writing.

**ARTICLE 6  
MAKING OF PAYMENTS**

Section 6.1 Making of Payments. All payments and prepayments to be made with respect to principal of the Note, interest or otherwise on the Loan and other charges hereunder shall become due at 3:00 o'clock p.m., Chicago, Illinois time. Payments shall be made to Lender at Lender's account at

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(or at any other payment office in the United States previously designated by Lender to Borrower in writing), on the day when due, in lawful money of the United States of America, by wire transfer in funds immediately

available at such payment office or electronic funds transfer received by Lender on the day when due and shall be credited on the day received as long as payment is made by 2 pm (Central time) or otherwise credited the next Business Day. Lender or any other holder of the Note is hereby authorized to endorse on the Note an appropriate notation evidencing each scheduled payment and each prepayment of principal of the Note and each payment of interest. All payments hereunder and under the Note shall, except as required by applicable law, be made without setoff, offset, deduction or counterclaim, free and clear of all taxes (other than those based on the income of Lender), levies, imports, duties, fees and charges, and without any withholding, restriction or conditions imposed by any governmental authority (it being understood that, if any payment hereunder or thereunder is required by applicable law to be subject to any setoff, offset, deduction or counterclaim, tax, levy, import, duty, fee, charge or withholding (each of such items is referred to herein as a “**Deduction**”), Borrower shall, at such time as any payment hereunder or thereunder is so reduced by a Deduction, pay to Lender the amount necessary to place Lender in the same position Lender would have been had such payment not been subject to a Deduction).

Section 6.2 Setoff.

(a) Borrower agrees that, if at any time (i) three (3) Business Days after any of the Liabilities is then due and payable to Lender or (ii) any Event of Default shall have occurred and be continuing, then Lender, in its discretion, may apply to the payment of the Liabilities any and all balances, credits, deposits, accounts or monies of Borrower then or thereafter with Lender (other than amounts held in trust or fiduciary accounts).

(b) Without limitation of Section 6.2(a), Borrower agrees that, upon and after the occurrence of any Event of Default, Lender is hereby authorized, at any time and from time to time, without prior notice to Borrower, (i) to set off against and to appropriate and apply to the payment of the Liabilities (whether matured or unmatured, fixed or contingent or liquidated or unliquidated) any and all amounts which Lender is obligated to pay over to Borrower (whether matured or unmatured, and, in the case of deposits (other than amounts held in trust or fiduciary accounts), whether general or special, time or demand and however evidenced) and (ii) pending any such action, to the extent necessary, to hold such amounts as Collateral to secure such Liabilities.

**ARTICLE 7**  
**REPRESENTATIONS AND WARRANTIES**

To induce Lender to enter into this Agreement, to make the Loan hereunder and to purchase the Note, each Borrower, jointly and severally, represents and warrants to Lender with respect to each Borrower that:

Section 7.1 Organization. Borrower is a limited liability company duly existing and in good standing under the laws of the State of Illinois and is duly qualified and in good standing as a foreign limited liability company authorized to do business in each jurisdiction where such qualification is required because of the nature of its activities or properties and when a failure to so qualify would have a Material Adverse Effect. Except as disclosed in Schedule 7.1, no Borrower has had any limited liability company name other than its present name and has not used any assumed or fictitious name.

Section 7.2 Authorization; No Conflict. Borrower’s execution, delivery and performance of this Agreement and each of the Related Documents to which it is a party and the consummation of the transactions contemplated by this Agreement and each of the Related Documents are within Borrower’s limited liability company powers, have been duly authorized by all necessary limited liability company action, require no governmental, regulatory or other approval which will not be obtained on or prior to the Closing Date, and do not and will not contravene or conflict with any provision of (a) applicable law, (b)

any judgment, decree or order binding on Borrower or any of their respective properties, or (c) Borrower's articles of organization or limited liability company agreement and do not and will not contravene or conflict with, or cause any Lien (other than Liens in favor of Lender) to arise under, any provision of any material agreement or instrument binding upon Borrower or any Subsidiary or upon any property of Borrower or any Subsidiary.

Section 7.3 Validity and Binding Nature. This Agreement and each of the Related Documents to which Borrower is a party is (or, when duly executed and delivered, will be) the legal, valid and binding obligation of Borrower, as applicable, enforceable against Borrower, as applicable, in accordance with its terms subject to general principles of equity, bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforceability of agreements and rights granted thereunder generally.

Section 7.4 Financial Statements. All financial statements concerning Borrower which have been or will hereafter be furnished by Borrower to Lender have been or will be prepared in accordance with GAAP consistently applied (except as disclosed therein) and do or will present fairly in all material respects the financial condition of Borrower as at the dates thereof and the results of the operations of Borrower for the periods then ended, with the absence of footnotes and without interim reserves which are adjusted at year end (which are and shall be reflected in annual financial statements).

Section 7.5 Litigation and Contingent Liabilities.

(a) Except as set forth in Schedule 7.5(a), and except litigation commenced after the date hereof which is disclosed to Lender pursuant to Section 8.1, no litigation (including, without limitation, derivative actions), arbitration proceedings, governmental proceedings or known investigations or regulatory proceedings are pending or, to the best of Borrower's knowledge, threatened against Borrower. In addition, to the best of Borrower's knowledge, there are no inquiries, formal or informal, which would give rise to such actions, proceedings or investigations.

(b) Borrower has no material contingent liabilities not provided for or disclosed in the financial statements referred to in Section 7.4 (or otherwise disclosed in writing to Lender at the time of delivery of such financial statements).

Section 7.6 Liens. Except for Permitted Liens, Borrower owns each item of its Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except filings evidencing Permitted Liens and filings for which termination statements have been delivered to Lender. Except for the Lien in favor of Lender, all of the Equity Interests owned by Borrower are free and clear of any and all Liens or claims of others.

Section 7.7 Subsidiaries and Capitalization. Except as set forth on Schedule 7.7, Borrower does not own Equity Interests in any other Person. All issued and outstanding Equity Interests of each Borrower and each Subsidiary are duly authorized and validly issued, fully paid, non-assessable, and free and clear of all Liens other than those in favor of the Lender (and, in the case of Equity Interests of 3C, Sellers), if any, and such securities were issued in compliance with all applicable state and federal laws concerning the issuance of securities. As of the date hereof, there are no pre-emptive or other outstanding rights, options, warrants, conversion rights or other similar agreements or understandings for the purchase or acquisition of any Equity Interests of the any Borrower and any Subsidiaries. Schedule 7.7 sets forth the issued and authorized Equity Interests of each Borrowers as of the Closing Date. The Equity Interests of Borrower (a) are uncertificated and will not be certificated and (b) are not and Borrowers shall not elect to have such Equity Interests deemed to be "securities" as defined in Article 8 of the UCC, in each case

unless and until the Loan is indefeasibly paid in full.

Section 7.8 Employee Benefit Plans. Each Plan complies in all material respects with all applicable statutes and governmental rules and regulations and during the 12-consecutive-month period prior to the date of the execution and delivery of this Agreement, (a) no Reportable Event has occurred and is continuing with respect to any Plan, (b) neither Borrower nor any ERISA Affiliate has withdrawn from any Plan or instituted steps to do so, (c) no steps have been instituted to terminate any Plan, (d) every employee benefit plan within the meaning of Section 3(3) of ERISA which is sponsored, or to which contributions are made by Borrower or any ERISA Affiliate has been maintained in compliance with all applicable laws and regulations, including, without limitation ERISA and the Internal Revenue Code of 1986, as amended, and (e) no contribution failure has occurred with respect to any Plan sufficient to give rise to a lien under Section 302(f) of ERISA. No condition exists or event or transaction has occurred in connection with any Plan which could result in the incurrence by Borrower or any ERISA Affiliate of any material liability, fine or penalty. Neither Borrower nor any ERISA Affiliate is a member of or contributes to any Multiemployer Plan. Neither Borrower nor any ERISA Affiliate has any contingent liability with respect to any post-retirement benefit under a Welfare Plan other than liability for continuation coverage described in Part 6 of Title I of ERISA.

Section 7.9 Investment Company Act. No Borrower is an “*investment company*” or a company “*controlled*” by an “*investment company*”, within the meaning of the Investment Company Act of 1940, as amended.

Section 7.10 Collateral. Except for requirements with respect to Motor Vehicles, none of the Collateral constitutes any property subject to any certificate of title or other registration statute of the United States, any State or other jurisdiction (excluding registration statutes involving the Cannabis Act).

Section 7.11 Regulation U. No Borrower is engaged principally in, nor has as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

Section 7.12 Hazardous Material. No Borrower nor, to the best knowledge of Borrower, any Affiliate of Borrower has ever used, generated, processed, stored, disposed of, released or discharged any Hazardous Material in, on, under, or about the Property or transported it to or from the Property other than in material compliance with Environmental Laws, and, to the best knowledge of Borrower, none of the Property contains any underground storage tanks. All Hazardous Materials at Borrower’s facilities are handled in compliance with Environmental Laws except where any such non-compliance would not have a Material Adverse Effect. All Hazardous Material is disposed of in compliance with Environmental Laws except where any such non-compliance would not have a Material Adverse Effect. Borrower has no knowledge, and has not received any notification, administrative order, or other notice of enforcement, cleanup, removal or other governmental or regulatory actions completed, instituted or threatened under any Environmental Laws, or of claims made or threatened by any Person against Borrower, any Subsidiary, or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any presence, release, discharge or migration of any Hazardous Material.

Section 7.13 Environmental Compliance. Borrower has obtained all permits required under all Environmental Laws applicable to Borrower and to the business and assets being acquired by Borrower in connection with the Acquisition except where the failure to obtain such permits would not have a Material Adverse Effect. Borrower and its facilities are in compliance in all material respects with all applicable Environmental Laws. Borrower has no reason to believe that it will be unable to obtain all required permits or maintain compliance in all material respects with all Environmental Laws, or that inability to obtain all required permits or maintain compliance with all Environmental Laws would

materially impair Borrower's ability, as applicable, to meet its obligations under this Agreement.

Section 7.14 Accuracy of Information. All factual information heretofore or contemporaneously furnished by or on behalf of Borrower to Lender for purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all other factual information hereafter furnished by or on behalf of Borrower to Lender will be, true and accurate in every material respect on the date as of which such information is dated or certified, and Borrower has not omitted nor will omit any material fact necessary to prevent such information from being false or misleading. Borrower has disclosed to Lender all facts of which Borrower has knowledge which might materially and adversely affect the business, credit, operations, financial condition or prospects of Borrower or which at any time hereafter might materially and adversely affect any material portion of Borrower's properties, or Borrower's ability to perform its obligations under this Agreement or the Related Documents.

Section 7.15 Fair Consideration. Borrower is not "insolvent" nor will Borrower's incurrence of obligations, direct or contingent, to repay the Loan render Borrower "insolvent." For purposes of this Section, Borrower is "insolvent" if (a) the "present fair salable value" (as defined below) of its assets is less than the amount that will be required to pay its probable liability on its existing debts and other liabilities (including contingent liabilities) as they become absolute and matured; (b) the property of Borrower constitutes unreasonably small capital for Borrower, as applicable, to carry out its business as now conducted and as proposed to be conducted including the capital needs of Borrower; (c) Borrower intends to, or believes that it will, incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be received by Borrower and amounts to be payable on or in respect of debt of Borrower), or the cash available to Borrower after taking into account all other anticipated uses of the cash of Borrower, as applicable, is anticipated to be insufficient to pay all such amounts on or in respect of debt of Borrower when such amounts are required to be paid; or (d) Borrower believes that final judgments against it in actions for money damages will be rendered at a time when, or in an amount such that, Borrower will be unable to satisfy any such judgments promptly in accordance with their terms (taking into account the maximum reasonable amount of such judgments in any such actions and the earliest reasonable time at which such judgments might be rendered), or the cash available to Borrower after taking into account all other anticipated uses of the cash of Borrower (including the payments on or in respect of debt referred to in clause (c) of this Section), is anticipated to be insufficient to pay all such judgments promptly in accordance with their terms. For purposes of this Section, the following terms have the following meanings: (x) the term "debts" includes any legal liability, whether matured or unmatured, liquidated, absolute, fixed or contingent, (y) the term "present fair salable value" of Borrower's assets means the amount which may be realized, within a reasonable time, either through collection or sale of such assets at their regular market value and (z) the term "regular market value" means the amount which a capable and diligent businessman could obtain for the property in question within a reasonable time from an interested buyer who is willing to purchase under ordinary selling conditions.

Section 7.16 Labor Controversies. There are no labor controversies pending or, to the best knowledge of Borrower, threatened against Borrower which, if adversely determined, would have a Material Adverse Effect.

Section 7.17 Tax Status. Borrower has made or filed all income and other tax returns, reports and declarations required by any jurisdiction to which it is subject, has paid all taxes, assessments and other charges shown or determined to be due on such returns, reports and declarations (other than those being diligently contested in good faith by appropriate proceedings), and has set aside adequate reserves against liability for taxes, assessments and charges applicable to periods subsequent to those covered by such returns, reports and declarations.

Section 7.18 No Default. No event has occurred and no condition exists which, upon the execution and delivery of, or consummation of any transaction contemplated by, this Agreement or any Related Document, or upon the funding of the Loan, or the purchase of the Note will constitute an Event of Default or Unmatured Event of Default or will cause a Material Adverse Effect.

Section 7.19 Licenses and Permits. Borrower has obtained all licenses, permits, franchises and other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, a failure to obtain or violation of which might cause a Material Adverse Effect.

Section 7.20 Compliance with Applicable Laws. Borrower is in compliance with the requirements of all applicable laws, rules, regulations, and orders of all governmental authorities (federal, state, local or foreign, and including, without limitation, environmental laws, rules, regulations and orders), a breach of which would likely cause a Material Adverse Effect, except that the parties understand that the Cannabis Act may be in conflict with local law.

Section 7.21 Perfected Security Interests. This Agreement and the filing of financing statements necessary to perfect the security interests granted hereunder in the Collateral create a valid and perfected first priority security interest in such of the Collateral as to which a security interest may be perfected by the filing of a financing statement, subject only to Permitted Liens. All filings and other actions necessary or desirable to perfect such security interest have been duly taken.

Section 7.22 Chief Executive Office. The chief executive office and principal place of business of Borrower is at **Confidential Information of Lender**. The originals of the Account Records and all Collateral Records of Borrower are located at such chief executive offices and principal places of business.

Section 7.23 Location of Inventory and Equipment. All existing Inventory and Equipment is maintained and located solely at the locations listed on Schedule 7.23 attached hereto. All Inventory and Equipment hereafter acquired or arising will be located at the locations listed on Schedule 7.23 attached hereto, except as otherwise permitted under this Agreement. No Equipment has, within the four (4) months preceding the date of this Agreement, been located or kept at any location other than those listed on Schedule 7.23 attached hereto. Other than as identified on Schedule 7.23 attached hereto, none of such Inventory or Equipment is in the possession of a bailee or warehouseman. Substantially all Inventory is now and at all times hereafter shall be of good and merchantable quality, free from defects (other than defects being repaired) that make the Inventory unsalable in the ordinary course of the business of Borrower.

Section 7.24 Accounts. Each Account (a) is and will be, to the best knowledge of Borrower, a the bona fide, genuine, legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is and will be enforceable in accordance with its terms, and (c) is and will be in compliance with all applicable federal, state and local laws except where the failure to be in such compliance will not have a Material Adverse Effect. No Account purports to prohibit assignment or require the consent of the Account Debtor thereunder in connection with assignment hereunder. The representations and warranties contained in this Section shall be deemed to be repeated by Borrower as of the time when each Account arises.

Section 7.25 Intellectual Property. Borrower possesses adequate assets, licenses, permits, patents, patent applications, copyrights, service marks, trademarks, trademark applications, trade styles and trade names, governmental approvals or other authorizations and other rights that are reasonably necessary for Borrower to conduct its business as heretofore conducted by it and as will be conducted by it in the future. All such licenses, permits, patents, patent applications, copyrights, service marks,



trademarks, trademark applications, trade styles, trade names, governmental approvals or authorizations and other rights are listed on Schedule 7.25.

Section 7.26 Other Representations and Warranties. Each of the representations and warranties by Borrower in the Related Documents to which it is a party, and all information shown in schedules, reports and other documents prepared by or at the request of Borrower and delivered to Lender, is true and correct in all material respects. Borrower has heretofore furnished Lender a true and correct copy of that certain Membership Interest Purchase Agreement dated on or about the date hereof (the "**Purchase Agreement**") by and among Holdings, Sellers and Hugo Fernandez in his capacity as Sellers' Representative, and each other agreement and instrument entered into in connection with the Acquisition on the Closing Date (collectively, the "**Acquisition Agreements**"). Borrower and, to Borrower's knowledge, each other party to the Acquisition Agreements, has duly taken all necessary corporate, partnership or other organizational action to authorize the execution, delivery and performance of the Acquisition Agreements and the consummation of transactions contemplated thereby. The Acquisition Agreements will comply with all applicable material legal requirements, and all necessary governmental, regulatory, creditor, shareholder, partner and other material consents, approvals and exemptions required to be obtained by Borrower and, to Borrower's knowledge, each other party to the Acquisition Agreements in connection with the transactions therein will be, prior to consummation of the transactions set forth in the Acquisition Agreements, duly obtained and will be in full force and effect. No statement or representation made in the Acquisition Agreements by Borrower or, to Borrower's knowledge, any other Person, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

Section 7.27 Securities Laws. The issuance and delivery of the Note to Lender are, exempt from the requirement of registration under the Securities Act of 1933, as amended (the "**Securities Act**") and applicable state "Blue Sky" laws.

Section 7.28 Existing Indebtedness. Schedule 7.28 sets forth a complete and correct list of all outstanding Indebtedness of Borrower and its Subsidiaries as of the Closing Date (including the Subordinated Debt in favor of the Subordinated Lenders). Neither Borrower nor any Subsidiary is in default and no waiver of default is currently in effect, in the payment of any principal or interest on any Indebtedness of Borrower or such Subsidiary and no event or condition exists with respect to any Indebtedness of Borrower or any Subsidiary that would permit (or that with notice or the lapse of time, or both, would permit) one or more Persons to cause such Indebtedness to become due and payable before its stated maturity or before its regularly scheduled dates of payment.

## **ARTICLE 8 COVENANTS**

From and after the Closing Date and so long as any of the Liabilities are outstanding (including the Loan, interest, principal or otherwise with respect to the Note), (*provided* that only Sections 8.1(a), 8.1(b), 8.1(c), 8.1(e), and 8.17 shall survive repayment of the Liabilities) each Borrower, jointly and severally covenant that each shall:

Section 8.1 Reports, Certificates and Other Information to be Furnished to Lender. Deliver to Lender:

(a) Annual Report. As soon as available, and in any event, within ninety (90) days after December 31<sup>st</sup>, consolidated and consolidating financial statements for Borrower, prepared in accordance with GAAP, audited (or, in the case of Borrower's fiscal year ending December 31, 2017,

reviewed) by a firm of independent certified public accountants selected by Borrower and approved by Lender, which approval shall not be unreasonably withheld or delayed, which financial statements shall include a balance sheet, an income statement and a statement of cash flows for the preceding fiscal year, fairly presenting in all material respects Borrower's financial position at the end of such fiscal year and its results of operations at the end of such fiscal year, together with a statement from such accountants acknowledging that they have been advised by Borrower that Lender is relying upon such accountants' certification of such annual financial statements. Notwithstanding the foregoing, (i) Lender may, in its discretion, consider requiring only reviewed statements for fiscal years 2018 and thereafter and (ii) any review or audit in respect of GTI-3C shall not be required to be consolidated with the consolidated and consolidating financial statements of the other Borrowers until such consolidation is permitted under GAAP (in which case Borrowers shall provide Lender with such supplemental financial statements and other consolidating information as Lender shall require to confirm Borrowers' compliance with the financial covenants set forth in Section 8.6 hereof).

(b) Quarterly Reports. As soon as available, and in any event within thirty (30) days after the close of each calendar quarter (commencing with the quarter ended September 30, 2017), compiled internally prepared consolidated financial statements for Borrower, prepared in a manner consistent with the annual financial statement above (except for normal interim items such as the absence of footnotes and recording of reserves) and in material compliance with GAAP, signed by an Authorized Officer, showing its financial position for such month and consisting of at least (i) an income statement for such quarter and for Borrower's fiscal year to date, together, in each case, with a comparison to the prior year and to budget, (ii) a balance sheet as of the end of such quarter, together with a comparison to the prior year and to budget and (iii) a statement of cash flows for such quarter and for Borrower's fiscal year to date, together, in each case, with a comparison to the prior year and to budget.

(c) Monthly Reports. As soon as available, and in any event within fifteen (15) days after the close of each calendar month (commencing with September, 2017), compiled internally consolidated financial statements for Borrower, prepared in a manner consistent with the annual financial statement above (except for normal interim items such as the absence of footnotes and recording of reserves) and in material compliance with GAAP, signed by an Authorized Officer, showing its financial position for such month and consisting of at least (i) an income statement for such month and for Borrower's fiscal year to date, together, in each case, with a comparison to the prior year, (ii) a balance sheet as of the end of such month, together with a comparison to the prior year and (iii) a statement of cash flows for such month and for Borrower's fiscal year to date, together, in each case, with a comparison to the prior year.

(d) Certificates. Concurrently with the quarterly reports delivered pursuant to Section 8.1(b), a duly completed certificate in the form of Exhibit B with appropriate insertions (herein called a "***Covenant Compliance Certificate***") dated as of the end of such calendar quarter and signed by an Authorized Officer, which Covenant Compliance Certificate shall (i) contain a computation of, and show compliance with, each of the financial ratios and restrictions contained in this Article 8 and (ii) state that no Event of Default or Unmatured Event of Default has occurred and is continuing, or, if there is any such event, describes it and the steps, if any, being taken to cure it.

(e) Accounts Receivable Aging Report; Accounts Payable Report. Borrower shall, within twenty (20) days after the end of each calendar quarter, deliver to Lender an account receivable aging report and an accounts payable report, certified as true and correct by an Authorized Officer and acceptable to Lender in its reasonable discretion, provided, however, at any time an Event of Default exists, Lender may require Borrower to deliver such accounts and reports more frequently.

(f) Budgets and Projections. As soon as practicable and in any event within ninety

(90) days after the end of each fiscal year of Borrower, annual budgets of Borrower by calendar month for the succeeding fiscal year in reasonable detail, including a projected balance sheet, income statement and statement of cash flows of Borrower.

(g) Reports to Governmental Authorities and to Members. Promptly upon the filing or making thereof, copies of each material filing and report made by Borrower with or to any Governmental Authority, and of each material communication from Borrower to the holder of their Equity Interests generally.

(h) Notice of Default, Litigation and ERISA Matters. Forthwith upon learning of the occurrence of any of the following, written notice thereof which describes the same and the steps being taken by Borrower with respect thereto: (i) the occurrence of an Event of Default or an Unmatured Event of Default, (ii) the institution of, or any adverse determination in, any litigation, arbitration proceeding or governmental proceeding in which any injunctive relief is sought or in which money damages in excess of \$100,000, which is not otherwise covered by Borrower's insurance are sought, (iii) the occurrence of a Reportable Event with respect to any Plan, (iv) the institution of any steps by Borrower, the PBGC or any other Person to terminate any Plan, (v) the institution of any steps by Borrower or any ERISA Affiliate to withdraw from any Plan or Multiemployer Plan which could result in material liability to Borrower, (vi) the failure to make a required contribution to any Plan if such failure is sufficient to give rise to a lien under Section 302(f) of ERISA, (vii) the taking of any action with respect to a Plan which could reasonably be expected to result in the requirement that Borrower furnish a bond or other security to the PBGC or such Plan or Multiemployer Plan (to the extent that a bond or other security is not already in place), (viii) the occurrence of any event with respect to any Plan or Multiemployer Plan which could result in the incurrence by Borrower of any material liability, fine or penalty; and, promptly after the incurrence thereof, notice of any material increase in the contingent liability of Borrower with respect to any post-retirement Welfare Plan benefits, or (ix) the occurrence of any event which alone or together with other events could reasonably be expected to have a Material Adverse Effect.

(i) Insurance Reports. (i) On or before the 100<sup>th</sup> day after the close of each of Borrower's fiscal years, deliver evidence of the property, casualty and liability insurance policies maintained by Borrower together with a certificate showing Lender as the loss payee of all property and casualty insurance policies (such certificate and the form of lenders loss payee clause to be in form and substance satisfactory to Lender) and (ii) written notification of any cancellation or material change in any such insurance by Borrower within five Business Days after receipt of any notice (whether formal or informal) of such cancellation or change by any of its insurers.

(j) Tax Returns. Copies of all state and federal tax returns filed by Borrower within thirty (30) days of filing the same.

(k) Other Information Such other information concerning Borrower as Lender may reasonably request from time to time.

Section 8.2 Entity Existence and Franchises. Except as otherwise expressly permitted in this Agreement, maintain and cause each Subsidiary to maintain in full force and effect its separate existence and all rights, licenses, leases and franchises necessary to the conduct of its business.

Section 8.3 Books, Records and Inspections. Maintain, and cause each Subsidiary to maintain, complete and accurate books and records, permit, and cause each Subsidiary to permit, Lender to have access to such books and records, and permit, and cause each Subsidiary to permit, Lender to inspect the properties and operations of Borrower and each Subsidiary on reasonable advance notice from Lender to Borrower and during normal business hours.

Section 8.4 Insurance. Maintain, and cause each Subsidiary to maintain, in addition to insurance required to be maintained under any other section of this Agreement, such insurance (a) as may be required by law, by the Collateral Documents or otherwise reasonably required by Lender and (b) as may be customarily maintained by similarly situated companies.

Section 8.5 Taxes and Liabilities. Promptly pay, and cause each Subsidiary to pay, when due all taxes, duties, assessments and other liabilities, except such taxes, duties, assessments and other liabilities as Borrower is diligently contesting in good faith and by appropriate proceedings; provided that any such contest is permitted by and is conducted strictly in accordance with the terms and conditions of the Collateral Documents and that Borrower or such Subsidiary has provided for and is maintaining adequate reserves with respect thereto in accordance with GAAP.

Section 8.6 Financial Covenants. Comply with each of the following financial covenants:

(a) Total Funded Debt to EBITDA. Not permit its Total Funded Debt to EBITDA Ratio as of the last day of each fiscal quarter or other period set forth in the table below to be greater than the level set forth in the table below opposite such date:

<b>Testing Date</b>	<b>Total Funded Debt to EBITDA Ratio</b>
At Closing and as of the fiscal quarter ending September 30, 2017	Less than or equal to 2.50 to 1.00
As of the end of the fiscal quarters ending December 31, 2017 and March 31, 2018	Less than or equal to 2.25 to 1.00
As of the end of the fiscal quarters ending June 30, 2018 and September 30, 2018	Less than or equal to 2.00 to 1.00
As of the end of each fiscal quarter commencing with the fiscal quarter ending December 31, 2018 through the fiscal quarter ending December 31, 2019	Less than or equal to 1.75 to 1.00
As of the end of each fiscal quarter commencing with the fiscal quarter ending March 31, 2020 and each fiscal quarter thereafter	Less than or equal to 1.50 to 1.00

(b) Fixed Charge Coverage Ratio. Not permit the Fixed Charge Coverage Ratio to be less than 1.20 to 1.00 as of the last day of each fiscal quarter ending after the Closing Date. This financial covenant shall be tested on the last day of each such fiscal quarter commencing with the fiscal quarter ending September 30, 2017 and on the last day of each fiscal quarter thereafter.

(c) LTM EBITDA. Borrower shall maintain LTM EBITDA as of the last day of each fiscal quarter of not less than the applicable "Minimum LTM EBITDA" set forth in the table below. In the event Borrower's LTM EBITDA is less than the applicable "Minimum LTM EBITDA" set forth in the table below, then Borrower shall, within thirty (30) Business Days following the end of the applicable quarter cause to be contributed to Borrower new cash equity contributions in an amount which, when added to the LTM EBITDA (and treated as if such cash equity contributions were net income for purposes of calculating LTM EBITDA), will cause Borrower to satisfy the financial covenant in this Section 8.6(c).

<b>Testing Date</b>	<b>Minimum LTM EBITDA</b>
At Closing and as of the fiscal quarters ending September 30, 2017 and December 31, 2017	\$3,000,000

As of the end of each fiscal quarter commencing with the fiscal quarter ending March 31, 2018 through the fiscal quarter ending September 30, 2018	\$3,500,000
As of the end of each fiscal quarter commencing with the fiscal quarter ending December 31, 2018 through the fiscal quarter ending September 30, 2019	\$3,750,000
As of the end of each fiscal quarter commencing with the fiscal quarter ending December 31, 2019 and each fiscal quarter thereafter	\$4,000,000

(d) Liquidity. At all times maintain Liquidity of at least \$1,500,000; provided, that (w) if no Event of Default shall have occurred during the twelve (12) month period following the Closing Date then such Liquidity requirement shall thereafter be reduced to \$1,250,000, (x) if no Event of Default shall have occurred during the twenty four (24) month period following the Closing Date then such Liquidity requirement shall thereafter be reduced to \$1,000,000, (y) from and after the Title Insurance Delivery the preceding minimum Liquidity requirements shall be reduced to \$1,000,000 and (z) if the Cannabis Act extends the expiration date of medical cannabis usage in Illinois at least thirty (30) days beyond the Maturity Date, then each of the minimum Liquidity requirements set forth in this Section 8.7(d) shall be reduced by \$500,000 (e.g. the \$1,500,000 Liquidity requirement would be reduced to \$1,000,000).

Section 8.7 Indebtedness. Not incur, create, assume, become or be liable in any manner, with respect to or permit to exist, or permit any Subsidiary to incur, create, assume, become or be liable in any manner, with respect to or permit to exist, any Indebtedness, except (a) the obligations under the Related Documents, (b) Indebtedness in favor of Lender, (c) Subordinated Debt owed to Subordinated Lenders, (d) any Indebtedness incurred in connection with the Approved Merger and (e) up to an aggregate principal amount of \$2,500,000 of additional Indebtedness ranking *pari passu* to the Note (and on terms no more favorable than the Note) (the “**Other Related Debt**”) and subject to an intercreditor agreement in form and substance acceptable to Lender among Lender and the holder of such additional Indebtedness (the “**Intercreditor Agreement**”). Borrower acknowledges and agrees that Lender has no responsibility for identifying Persons prepared to advance funds to Borrower in respect of the Other Related Debt.

Section 8.8 Payments on Subordinated Debt. Not make any payment of Subordinated Debt except as permitted under the subordination agreement delivered to Lender with respect to such Subordinated Debt.

Section 8.9 Dividends and Distributions. Not declare or pay any dividend or other Distribution whether in cash or in kind. Notwithstanding the foregoing, to the extent that Borrower is a pass through entity for federal and state income taxes and no Event of Default has occurred and is continuing and/or will occur as a result of the Distribution set forth in this sentence, Borrower may make Distributions to each of the holders of its Equity Interests in an amount not greater than the estimated income tax payments required to be paid by each such holder based upon the income of such holder accruing due to the operations of Borrower, and the resulting state and federal tax liability of such holders (assuming taxes are paid at the highest federal marginal rates).

Section 8.10 Liens. Not create or permit to exist any Lien with respect to any assets now owned or hereafter acquired, except the following Liens (herein collectively called the “**Permitted Liens**”) (a) Liens granted in connection with the acquisition of property after the date hereof and attaching only to the property being acquired, if the Indebtedness secured thereby neither exceeds such property’s fair

market value at the time of acquisition thereof nor \$100,000 in the aggregate for Borrower at any one time outstanding, (b) Liens for current taxes and duties not delinquent or for taxes being contested in good faith, by appropriate proceedings which do not involve, in the sole determination of Lender, any material danger of the sale or loss of any of the Collateral and with respect to which Borrower has provided for and is maintaining adequate reserves in accordance with GAAP, (c) Liens imposed by law, such as mechanics', workers', materialmen's, carriers' or other like liens which arise in the ordinary course of business for sums not due or sums which Borrower is contesting in good faith, by appropriate proceedings which do not involve, in the sole determination of Lender, any material danger of the sale or loss of any of the Collateral and with respect to which Borrower has provided for and is maintaining adequate reserves in accordance with GAAP, but which do not involve any deposits or advances or borrowed money or the deferred purchase price of property or services, (d) Liens in Lender's favor, (e) Liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other statutory obligations, (f) easements, rights of way, restrictions and other similar charges or encumbrances with respect to Property not interfering in any material respect with the ordinary conduct of Borrower's business, (g) deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases, statutory obligations, surety and appeal bonds, and other obligations of like nature arising in the ordinary course of Borrower's business in an aggregate amount with respect to any such items set forth in this clause (g) not to exceed \$100,000 at any time outstanding, or (h) those referred to in Schedule 8.11 and (i) non-consensual Liens so long as such Liens are terminated and released within ten (10) Business Days of the first to occur of (i) Borrower becoming aware of such Lien and (ii) the filing of a financing statement, or similar document or instrument with a public recording office related to such Lien.

Section 8.11 Guaranties, Loans, Advances or Investments. Not become, and not permit any Subsidiary to become, or be a guarantor or surety of, or otherwise become or be responsible in any manner (whether by agreement to purchase any obligations, stock, assets, goods or services, or to supply or advance any funds, assets, goods or services, or otherwise) with respect to any undertaking of any other Person, or make or permit to exist any loans or advances to, or investments in, any other Person, except for (a) loans or advances to employees that do not, in the aggregate, exceed \$100,000 (b) the endorsement, in the ordinary course of collection, of instruments payable to them or to their order, (c) investments in obligations of the United States of America and agencies thereof and obligations guaranteed by the United States of America maturing within one year from the date of acquisition, (d) certificates of deposit, time deposits or repurchase agreements issued by commercial banks organized under the laws of the United States of America or any state thereof and having a combined capital, surplus, and undivided profits of not less than \$250,000,000, or by any other domestic depository institution if such certificates of deposit are fully insured by the Federal Deposit Insurance Corporation, (e) commercial paper, maturing not more than nine months from the date of issue, provided that, at the time of purchase, such commercial paper is rated not lower than "P-1" or the then-equivalent rating by Moody's Investors Service or "A-1" or the then-equivalent rating by Standard & Poor's Corporation or, if both such rating services are discontinued, by such other nationally recognized rating service or services, as the case may be, as Borrower shall select with Lender's consent, (f) bonds the interest on which is excludable from federal gross income under Section 103(a) of the Internal Revenue Code having a long term rating of not less than "A" by Moody's or S&P or a short term rating of not less than "MIG 1" or "P-1" by Moody's or "A-1" by S&P, (g) investments in regulated money market funds invested in United States securities in amounts in the aggregate not exceeding \$100,000, or (h) guaranties of which Lender is the beneficiary; provided, however, that in the case of subsections (c), (d), (e), (f) and (g) of this Section, all such investments, certificates of deposit and commercial paper held by or issued to Borrower or any Subsidiary shall be pledged to Lender, in a manner satisfactory to Lender, as security for the Liabilities.

Section 8.12 Change in Nature of Business. Not, and not permit any Subsidiary to, carry on any business other than a business which is the same in all material respects as the business carried on by

Borrower or such Subsidiary as of the date hereof.

Section 8.13 Mergers, Consolidations, Sales; Change of Control.

(a) Except for the Approved Merger, not, and not permit any Subsidiary to, be a party to any merger, consolidation or exchange of stock, or purchase or otherwise acquire all or substantially all of the assets or Equity Interests in, any other Person, or sell, transfer, convey or lease all or any substantial part of its assets, or sell or assign, with or without recourse, any receivables, or permit a Change in Control

(b) Notwithstanding the restrictions, in Section 8.13(a), Lender will not unreasonably withhold its consent to the Approved Merger so long as (a) the Approved Merger is with an Affiliate of Borrower that holds a license to grow and/or distribute cannabis in the States of Pennsylvania, Maryland, Nevada and Massachusetts, (b) at the time of the consummation of the Approved Merger there is no Event of Default which is continuing or an Unmatured Event of Default, (c) the consummation of such Approved Merger will not have an adverse impact on the ability of Borrower to perform its obligations under this Agreement and the Related Documents, including, without limitation, Borrower's ability to comply with the covenants set forth in Section 8.6 on a pro forma basis after giving effect to the Approved Merger, (d) such Affiliate is able to achieve LTM EBITDA for a minimum number of consecutive months prior to consummation of the Approved Merger, as mutually agreed to by Borrower and Lender and (e) such Affiliate or the surviving entity in such Approved Merger agrees to assume and to be bound by all the terms, conditions, duties, obligations, undertakings, remedies, indemnities, covenants, representations and warranties applicable to "Borrower" under this Agreement and each Related Document (including such Affiliate executing a joinder to this Agreement and each Related Document) to the same extent as such Affiliate were an original party to this Agreement and the Related Documents, including, without limitation, pledging such Affiliate's Equity Interests in favor of Lender or granting Lender a mortgage in its personal property, Property and other assets.

Section 8.14 Leases. Not, and not permit any Subsidiary to, enter into or permit to exist any arrangement under which Borrower or any of its Subsidiaries leases as lessee any real or personal property or any interest therein, in each case outside the ordinary course of business except those set forth on Schedule 8.14 and:

(a) Capitalized Lease Obligations which, together with all other Capitalized Lease Obligations, do not give rise to a breach of any of Borrower's covenants hereunder;

(b) The real property lease entered into by Borrower (or assumed by Borrower) for the premises located at 1700 Quincy Ave, Ste. 103, Naperville, Illinois 60540;

(c) The real property lease entered into by Borrower (or assumed by Borrower) for the premises located at 1627 Rock Creek Blvd., Joliet, Illinois 60431; and

(d) Leases for storage and warehouse facilities entered into in the ordinary course of business.

Section 8.15 Unconditional Purchase Obligations. Not, and not permit any Subsidiary to, enter into or be a party to any contract for the purchase of materials, supplies or other property or services, if such contract requires Borrower or such Subsidiary to make payment regardless of whether such materials, supplies or other property or services are ever delivered.

Section 8.16 Employee Benefit Plans. Not permit, and not permit any ERISA Affiliate to

permit, any condition to exist in connection with any Plan which might constitute grounds for the PBGC to institute proceedings to have such Plan terminated or a trustee appointed to administer such Plan; and not engage in, or permit to exist or occur, or permit any ERISA Affiliate to engage in, or permit to exist or occur, any other condition, event or transaction with respect to any Plan or Multiemployer Plan which could result in the incurrence by Borrower or any ERISA Affiliate of any material liability, fine or penalty.

Section 8.17 Use of Proceeds. Not use or permit the direct or indirect use of any proceeds of or with respect to the Loan for the purpose, whether immediate, incidental or ultimate, of “purchasing or carrying” (within the meaning of Regulation U) Margin Stock. The proceeds of the Loan will be used only for the consummation of the Acquisition and the payment of fees and expenses related to the transactions contemplated by this Agreement and occurring on the Closing Date.

Section 8.18 Transactions with Affiliates. Except for the transactions described in Section 8.13(b), not enter into any transaction with any Affiliate that is not a Borrower, including, without limitation, the purchase, sale or exchange of property or the rendering of any service to any Affiliate that is not a Borrower, except in the ordinary course of and pursuant to the reasonable requirements of Borrower’s business and upon fair and reasonable terms no less favorable to Borrower than would obtain in a comparable arm’s length transaction with an unaffiliated Person. Schedule 8.18 identifies and describes all existing transactions with any Affiliates that are not Borrowers.

Section 8.19 Other Agreements. Not enter into any agreement containing any provision which would be violated or breached by the performance of its obligations hereunder or under any instrument or document delivered or to be delivered by it hereunder or in connection herewith or which would violate or breach any provision hereof or of any such instrument or document.

Section 8.20 Compliance with Applicable Laws. Comply, and cause each Subsidiary to comply in all material respects, with the requirements of all applicable laws, rules, regulations, and orders of all governmental authorities (Federal, state, local or foreign, and including, without limitation, environmental laws, rules, regulations and orders), a breach of which would have a Material Adverse Effect, except where Borrower, as applicable, is contesting an alleged breach in good faith and by proper proceedings and for which Borrower or such Subsidiary is maintaining adequate reserves in accordance with GAAP.

Section 8.21 Environmental Matters.

(a) Not permit any Property or any portion thereof to be involved in the use, generation, manufacture, storage, disposal or transportation of Hazardous Material except in compliance with all Environmental Laws.

(b) Obtain and maintain all permits required under all applicable federal, state, and local Environmental Laws except where the failure to obtain and maintain such permits would not have a Material Adverse Effect.

(c) Keep and maintain any Property and each portion thereof in compliance in all material respects with, and not cause or permit any Property or any portion thereof to be in material violation of, any Environmental Law.

(d) Immediately notify Lender in writing of:

1) Any and all enforcement, cleanup, removal or other



governmental or regulatory actions completed, instituted or threatened, or notifications of potential liability issued, pursuant to the application of any Environmental Laws;

2) Any and all claims made or overtly threatened in writing by any Person against Borrower, any Subsidiary or any Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any presence, release, discharge or migration of any Hazardous Material (the matters set forth in this clause (ii) and the foregoing clause (i) being hereinafter referred to as “*Environmental Claims*”);

3) Any and all settlement agreements, consent decrees or other compromises which Borrower or any Subsidiary shall enter into with respect to any Environmental Claims; and

4) Discovery of any occurrence or condition on any real property adjoining or in the vicinity of any Property that could cause any Property or any part thereof to be subject to any material restrictions on the ownership, occupancy, transferability or use thereof under any Environmental Law.

Section 8.22 Fiscal Year. Not change its Fiscal Year to a fiscal year other than a fiscal year ending December 31st.

Section 8.23 Field Examination. If requested by Lender, submit to one field examination per year conducted by an examiner selected by Lender, which examination shall be in form and substance reasonably satisfactory to Lender; provided there is reasonable advance notice and such examination is conducted in a manner so as not to unreasonably disrupt the business and operations of Borrower. During the occurrence and continuance of an Event of Default or an Unmatured Event of Default, Lender may require additional field examinations. All such field examinations shall be at Borrower’s expense for reasonable out of pocket fees and costs.

Section 8.24 Conduct of Business. Carry on and conduct its business in the same line of business as described on Schedule 8.24. Borrower shall not conduct any business or acquire any material assets other than as permitted by Section 13.16.

Section 8.25 Control Agreements. Borrower shall deliver or cause to be delivered to Lender (a) a Collateral Access Agreement in form and substance acceptable to Lender with respect to any real property leased by Borrower and used in connection with Borrower’s business or in respect of which any of the Collateral is located or stored and (b) a DACA in form and substance acceptable to Lender in respect of each Deposit Account held by or for the benefit of Borrower.

Section 8.26 Charitable Contributions. During the occurrence and continuation of an Event of Default under Section 8.6 or Section 11.1(a) hereof, Borrower shall not make any deductions to the United Paralysis Foundation (the “Foundation”). So long as no such Event of Default has occurred and is continuing, Borrower may directly or indirectly make charitable contributions to the Foundation in accordance with the Purchase Agreement. Nothing in this Section 8.26 shall preclude Affiliates of Borrower (excluding Borrower) from making such charitable contributions under such circumstances when such payments would otherwise be prohibited hereunder.

Section 8.27 GTI-3C Convertible Note. No later than March 31, 2018, Holdings shall convert all unpaid principal plus accrued and unpaid interest under the GTI-3C Convertible Note into limited liability company interests of GTI-3C in accordance with the terms of the GTI-3C Convertible Note. Prior to such conversion of the GTI-3C Convertible Note, Borrower shall not, without Lender’s prior written

consent, pay any Affiliate any amount (as salary or other compensation, payment for goods or services or otherwise) in excess of the amount which Borrower would pay to an unrelated third party in an arms' length transaction for similar services or goods. Borrower shall not amend or otherwise modify the GTI-3C Convertible Note, without the prior written consent of Lender.

**ARTICLE 9  
COLLATERAL AND COVENANTS WITH RESPECT THERETO**

Section 9.1 Collateral. As security for the prompt and complete payment and performance in full of all the Liabilities, each Borrower hereby assigns, pledges, conveys, mortgages, hypothecates, sets over and transfers to Lender and hereby grants to Lender a lien on the Property and a first priority security interest in and continuing lien on all of such Borrower's right, title and interest in, to and under the following, in each case, whether now owned existing, licensed or leased or hereafter acquired or arising, and wherever located (all of which being hereinafter collectively called the "*Collateral*"):

(a) all property of, or for the account of, Borrower now or hereafter coming into the possession, control or custody of, or in transit to, Lender or any agent or bailee for Lender or any parent, Affiliate or Subsidiary of Lender or any participant with Lender in the Loan (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), including all earnings, dividends, interest, or other rights in connection therewith and the products and proceeds therefrom, including the proceeds of insurance thereon;

(b) all Accounts;

(c) all Account Records;

(d) all Chattel Paper (including electronic and tangible chattel paper);

(e) all Collateral Records;

(f) all Commercial Tort Claims;

(g) all Contract Rights;

(h) all Deposit Accounts;

(i) all Documents;

(j) all Equipment;

(k) all Fixtures;

(l) all Goods

(m) all General Intangibles;

(n) all Instruments;

(o) all Insurance Policies;

(p) all Inventory (other than Inventory containing cannabis in respect of which Lender is prohibited from taking a security interest under applicable law);

- (q) all Investment Property;
- (r) all Letter of Credit Rights;
- (s) all Money;
- (t) all Motor Vehicles;
- (u) all Payment Intangibles;

(v) all other tangible and intangible personal property, including, without limitation, intellectual property, licenses, franchises, tax refund claims, supporting obligations, software, electronic chattel paper, leases, leasehold interests, letters of credit, letter of credit rights, and certificates of deposit, and goods (as defined in the UCC), including, without limitation, all Consumer Goods and Farm Products (as such terms are defined in the UCC); and

(w) all accessions, additions and improvements to any or all of the foregoing, all substitutions and replacements for any or all of the foregoing and all Proceeds, profits or products of any or all of the foregoing.

#### Section 9.2 Additional Collateral; Further Assurances.

(a) At any time or times during the term of this Agreement, upon the request of Lender, Borrower, will at its joint and several expense promptly and duly execute and deliver any and all such further financing statements, instruments, endorsements, powers of attorney and other documents, make such filings, provide such notices and take such further action as Lender may reasonably deem desirable or necessary in order to create, perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies under this Agreement with respect to any or all of the Collateral, including, without limitation, the filing of any financing statements, or continuation statements, or amendments thereto, in form acceptable to Lender, under the Uniform Commercial Code in effect in any jurisdiction with respect to the liens and security interests granted under this Agreement. Borrower also hereby authorizes Lender to file any such financing statement without the signature of Borrower to the fullest extent permitted by applicable law. A photocopy of this Agreement shall be sufficient as a financing statement and may be filed instead of the original to the fullest extent permitted by applicable law. Borrower, jointly and severally, will (i) pay or reimburse Lender for all filing fees and related filing costs and expenses; (ii) provide Lender from time to time with statements and schedules further identifying and describing the Collateral and any other reports in connection with the Collateral as Lender may reasonably request, all in sufficient detail and in form reasonably satisfactory to Lender; and (iii) reimburse Lender for performing or ordering all searches Lender reasonably deems necessary or desirable to establish and determine the priority of the security interests of Lender in the Collateral or to determine the existence or priority of other secured parties with respect to the Collateral.

(b) Subject to applicable law, Borrower and each Subsidiary shall, unless Lender otherwise consents, cause each Subsidiary Borrower formed or acquired after the date of this Agreement in accordance with the terms of this Agreement to become, at Lender's option, a Guarantor by executing Guarantee Documents or a Borrower by executing a joinder to this Agreement and any of the Related Documents. Upon execution and delivery thereof, each such Person (i) shall automatically become a Guarantor or Borrower hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Related Documents and (ii) will grant Liens to Lender, in any property of such Subsidiary which constitutes Collateral, including any parcel of real property owned by

any such Subsidiary.

(c) Borrower and each Subsidiary will cause 100% of the issued and outstanding Equity Interests of each of its Subsidiaries to be subject at all times to a first priority perfected Lien in favor of Lender pursuant to the terms and conditions of the Related Documents or other security documents as Lender shall reasonably request.

(d) Without limiting the foregoing, Borrower and any Guarantor will, and will cause each Subsidiary to, execute and deliver, or cause to be executed and delivered, to Lender such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents and such other actions or deliveries of the type, as applicable), which may be required by law or which Lender may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the Related Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents, all at the joint and several expense of Borrower.

(e) If any material assets (including any real property or improvements thereto or any interest therein) are acquired by Borrower or any Subsidiary after the Closing Date (other than assets constituting Collateral hereunder that become subject to the Lien in favor of Lender upon acquisition thereof), Borrower will notify Lender, and, if requested by Lender, Borrower will cause such assets to be subjected to a Lien securing the Liabilities and will take, and cause such Subsidiary to take, such actions as shall be necessary or reasonably requested by Lender to grant and perfect such Liens, including actions described in this Section, all at the expense of Borrower.

**Section 9.3 Change of Chief Executive Office.** Borrower will not move its chief executive office except to such new location as Borrower may establish in accordance with the last sentence of this Section. The originals of all Account Records and all Collateral Records will continue to be kept and located at the chief executive office and principal place of business identified in Section 7.22, or at such new location as Borrower may establish in accordance with the last sentence of this Section. Borrower shall not establish a new location for its chief executive office or principal place of business (or move the location at which it keeps the originals of the Account Records and all Collateral Records) until (a) Borrower shall have provided to Lender not less than thirty (30) days prior written notice of its decision to do so, clearly describing such new location (which in any event shall be within the continental United States) and providing such other information in connection therewith as Lender may reasonably request, and (b) with respect to such new location, Borrower shall have taken all actions and executed all documents satisfactory to Lender as Lender may reasonably request to maintain the perfected security interest of Lender in the Collateral intended to be granted under this Agreement.

**Section 9.4 Change of Location of Inventory and Equipment.** Borrower agrees that all Inventory and Equipment now held or owned or subsequently acquired by it shall be maintained at (or shall be in transit to) any one of the locations shown on Schedule 7.23 attached hereto (provided that, unless waived by Lender, Borrower shall deliver a landlord waiver, duly executed by the landlord of such premises, to Lender in form and substance reasonably satisfactory to Lender), or such new location as Borrower may establish if (a) Borrower shall have provided to Lender not less than thirty (30) days prior written notice of its decision to establish such new location, clearly describing such new location and providing such other information in connection therewith as Lender may reasonably request, (b) with respect to such new location, Borrower shall have taken all actions and executed all documents satisfactory to Lender as Lender may reasonably request to maintain the perfected security interest of Lender in the Collateral intended to be granted under this Agreement and (c) Borrower has delivered to Lender such landlord and mortgage agreements as Lender shall require, each in form and substance reasonably satisfactory to Lender (which form may be provided by the respective landlord).

Section 9.5 Change of Name or Equity; Amendment to Acquisition Agreements. Except as set forth on Schedule 7.1, Borrower shall not change its name or conduct any material portion of its business under any new tradenames, identity or corporate structure until (a) Borrower shall have provided to Lender not less than thirty (30) days prior written notice of its decision to do so, clearly describing such new name, identity or equity structure or such new tradename and providing such other information in connection therewith as Lender may reasonably request, and (b) with respect to such new name, identity or equity structure or such new tradename, Borrower shall have taken all action and executed all documents satisfactory to Lender as Lender may reasonably request to maintain the perfected security interest of Lender in the Collateral intended to be granted under this Agreement. Borrower shall not amend or otherwise modify, or waive any rights under any Acquisition Agreements or any of their organizational documents, including, without limitation, each Limited Liability Company Agreement, other than immaterial amendments, modifications and waivers not adverse to the interests of Lender solely in its capacity as Lender.

Section 9.6 Maintain Records and Accounts. Borrower will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, the originals of all documentation with respect to all Accounts and records of all payments received and all credits granted on the Accounts.

Section 9.7 Right of Inspection. Lender and its designees, agents and representatives shall at all times have full and free access upon reasonable notice during normal business hours as Lender may desire to all the books, correspondence and records of Borrower, and Lender and its designees, agents and representatives may, at Borrower's expense, inspect, audit and examine the same, take extracts therefrom and make photocopies thereof and shall upon reasonable notice and during normal business hours have the right to enter into and upon any premises where any of the Collateral is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein provided that such inspection is conducted in a manner so as to not unreasonably interfere with Borrower's personnel or business operations. Lender may communicate from time to time with Account Debtors and other Persons as may be necessary, in the reasonable discretion of Lender, to enable Lender to confirm the existence of Borrower's Accounts, Contract Rights and other items of Collateral and the accuracy of statements, certificates and other information provided by Borrower to Lender with respect thereto and Borrower agrees it will authorize and direct the Account Debtors and other Persons with which Lender communicates to release to Lender information concerning the Collateral as requested by Lender.

Section 9.8 Insurance.

(a) Borrower shall, at its own expense, maintain or cause to be maintained with financially sound and reputable insurers acceptable to Lender rated A or better by A.M. Best Company (or a similar rating by an equivalent rating company satisfactory to Lender), insurance with respect to the Collateral and its use, against loss or damage of the kinds customarily insured against by reputable companies in the same or similar businesses, such insurance to be of such types and in such amounts as is customary for such companies under the same or similar circumstances (including, insurance against loss or damage by fire and theft, and general public liability insurance against claims for bodily injury or death), and the types, amounts and terms of which shall, in any event, be acceptable to Lender. Each policy of liability insurance shall name Lender as additional insured and each policy of casualty insurance shall name Lender as sole loss payee pursuant to Lender's form of lender loss payee endorsement. All policies of insurance shall provide that the insurance carrier will provide at least thirty (30) days advance notice to Lender prior to any cancellation, termination or lapse in coverage. Borrower will assign and deliver all policies of insurance to Lender at any time upon the request of Lender. A certificate of insurance for each of the policies of insurance shall be issued to Lender concurrently with the execution and delivery of this Agreement. If Lender is not at any time in receipt of written evidence that all

insurance required under this Section is in full force and effect, Lender shall have the right (but not, for the avoidance of doubt, the obligation) without notice to Borrower to take such action (including without limitation obtaining such insurance) as Lender deems necessary or desirable to preserve and protect its interest in the Collateral, and all costs and expenses incurred by Lender in conjunction with such action or in obtaining such insurance and keeping it in effect shall be paid by Borrower to Lender upon demand and such payment obligations shall be secured hereby. If all or any material portion of the Collateral shall be damaged or destroyed by fire or other casualty, Borrower shall deliver immediate, and in any event within one (1) Business Day, notice thereof to Lender.

(b) Borrower hereby acknowledges that the following notice by Lender is required by and given in full compliance with the Illinois Collateral Protection Act, 815 ILCS 180/15:

Unless Borrower provides Lender with evidence of the insurance coverage required by this Agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest in the Collateral. This insurance may, but need not, protect Borrower's interest. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Agreement. If Lender purchases insurance for the Collateral, Borrower will be responsible, on a joint and several basis, for the cost of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to Borrower's total outstanding balance or obligation. The cost of insurance may be more than the cost of insurance Borrower may be able to obtain on their own.

#### Section 9.9 Accounts.

(a) Borrower shall furnish Lender such information concerning the Accounts and Account Debtors as Lender may from time to time reasonably request and Lender may take such actions as it deems appropriate to verify and confirm such information, including, without limitation, writing to and speaking with Account Debtors. Borrower shall perform all of its obligations with respect to the Accounts in all material respects. Borrower shall not amend, modify, waive or terminate any term or provision of any Account outside the ordinary course of business in any manner which could reasonably be expected to materially adversely affect the value of such Account as Collateral. Borrower shall not (i) grant any extension of the time of payment of any Account, (ii) compromise or settle any dispute or legal proceeding with respect to any Account in any material respect and outside of the ordinary course of business for less than the total unpaid balance thereof, (iii) release, wholly or partially, any Person liable for the payment thereof, or (iv) allow any credit or discount thereon, other than in the ordinary course of Borrower's business and while no Unmatured Event of Default or Event of Default shall have occurred and is continuing. Borrower shall use its commercial best efforts to cause to be collected from each Account Debtor, as and when due (including, without limitation, amounts which are delinquent) any and all amounts owing under or on account of any Account, and apply all collected amounts to the outstanding balance of such Account immediately upon receipt thereof; provided, however, that nothing herein shall obligate Borrower to institute legal proceedings against any such Account Debtor. At all times the costs of collection shall be borne by Borrower and if incurred by Lender shall be reimbursed by Borrower to Lender upon demand and such reimbursement obligation until paid shall bear interest at the Default Rate and shall be secured hereby.

(b) Upon the occurrence and during the continuance of any Event of Default, Lender shall have the immediate right at any time, in its sole and absolute discretion, without notice thereof to Borrower, to (i) notify any or all Account Debtors that the Accounts have been assigned to Lender, (ii) direct such Account Debtors to make all payments due or to become due with respect to the Accounts

directly to Lender, and (iii) enforce payment and collect, by legal proceedings or otherwise, the Accounts in the name of Lender. Upon the occurrence and during the continuance of any Unmatured Event of Default or Event of Default, Borrower agrees to promptly notify at its own expense after Lender's request all Account Debtors to make payment to Lender of any amounts due or to become due to it with respect to the Accounts.

(c) Notwithstanding anything to the contrary in this Agreement, Borrower shall remain liable under each of its Accounts to observe and perform all of the conditions and obligations to be observed and performed by Borrower under such Account. Borrower agrees that Lender shall not have any obligation or liability or obligation to perform under any Account or any agreement or document giving rise thereto or any obligation in connection therewith.

Section 9.10 Compliance with Laws. Borrower will comply in all material respects with all requirements of law applicable to all or any part of the Collateral.

Section 9.11 Payment of Obligations. Borrower will pay promptly when due all taxes, assessments and governmental charges imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind against or with respect to the Collateral; provided, however, that no such charge need be paid if (a) the validity thereof is being contested in good faith by appropriate proceedings and Borrower is maintaining adequate reserves with respect thereto in accordance with GAAP, and (b) such proceedings do not involve, in the determination of Lender, any material danger of the sale or loss of any of the Collateral.

Section 9.12 Limitations on Dispositions of Collateral. Borrower will not sell, transfer, lease or otherwise dispose of any of the Collateral, other than for Asset Dispositions.

Section 9.13 Maintenance of Equipment. Borrower will maintain each item of its Equipment and each of its Motor Vehicles in normal operating condition, ordinary wear and tear excepted, and will timely make or cause to be made all necessary repairs, replacements, and other improvements in connection therewith.

Section 9.14 Notice. Borrower will timely notify Lender and in any event within three (3) Business Days after it obtains knowledge thereof, in sufficient detail, in accordance with the provisions hereof (a) of the occurrence of any event causing loss or depreciation in value of any material portion of the Inventory, and the amount of such loss or depreciation, (b) of any material delay in an Account Debtor's performance of any of its obligations to Borrower wherein the amount due Borrower exceeds the sum of \$50,000, (c) of any Lien (other than Permitted Liens) on, or claim asserted against, any of the Collateral, and (d) of the occurrence of any other Unmatured Event of Default or Event of Default.

Section 9.15 Performance by Lender of Borrower's Obligations. In the event that Borrower fails to perform or comply with any of its agreements or covenants contained in this Agreement Lender, in its sole discretion and without notice to or consent by Borrower, may perform or comply or cause performance or compliance therewith and the costs and expenses of Lender reasonably incurred in connection with such performance or compliance shall be jointly and severally payable by Borrower to Lender on demand and shall bear interest at the Default Rate from the date of expenditure by Lender until paid by Borrower. The amount of such costs and expenses and all interest thereon shall be Liabilities secured by the security interest granted pursuant to Section 9.1 of this Agreement.

Section 9.16 Negative Pledge. Borrower will not create, incur or permit to exist, and Borrower will defend the Collateral against and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than Permitted Liens and Liens in favor of Lender, and

Borrower will defend and protect the right, title and interest of Lender in and to any of the Collateral against the claims and demands of all Persons whomsoever.

Section 9.17 Termination of Obligations Under Article 9. The obligations and duties of Borrower under this Article 9 shall terminate at such time as the Liabilities are indefeasibly paid in full.

## **ARTICLE 10 CONDITIONS OF LENDING**

Lender's obligation to make the Loan, and purchase the Note is subject to the following conditions precedent:

Section 10.1 Fees and Expenses. Borrower shall pay all reasonable out of pocket attorneys' fees incurred by Lender and shall reimburse Lender for its expenses incurred in connection herewith, including, without limitation, all title fees, UCC search fees, appraisal fees, survey fees and the like. Borrower shall have paid the fee referred to in Section 4.4.

Section 10.2 Documents. Lender shall have received all of the following, each duly executed and delivered and dated the Closing Date or such earlier date as shall be satisfactory to Lender, in form and substance satisfactory to Lender:

(a) Related Documents. This Agreement, the Note, the Collateral Documents, the Pledge Agreement, the Rock Island Mortgage, the Oglesby Mortgage and the Mundelein Mortgage, and all other documents, instruments and agreements executed by Borrower pursuant to or in connection with this Agreement and such other instruments and documents as Lender may require.

(b) Resolutions. Certified copies of resolutions of the managers and members of Borrower authorizing the execution, delivery and performance of this Agreement, the Related Documents to which Borrower is a party and any other documents provided for herein or therein to be executed by Borrower. Resolutions should authorize future amendments and extensions of the loan documents and credit facilities.

(c) Consents. Certified copies of all documents evidencing any necessary limited liability company action, consents and governmental approvals, if any, with respect to this Agreement, the Related Documents and any other documents provided for herein or therein to be executed by Borrower.

(d) Incumbency and Signatures. A certificate of the Secretary or an Assistant Secretary certifying the names of the officer or officers of Borrower authorized to sign this Agreement and the Related Documents to which it is a party, together with a sample of the true signature of each such officer. Lender may conclusively rely on each such certificate until formally advised by a like certificate of any changes therein.

(e) Constitutive Documents. Certified copies of Borrower's certificate of formation and limited liability company agreement and certificates evidencing that Borrower is in good standing under the laws of the state of Illinois and the laws of each state in which it is required to be qualified to do business and where a failure to so qualify would have a Material Adverse Effect.

(f) Landlord Agreement. A Collateral Access Agreement in form and substance acceptable to Lender with respect to any real property leased by Borrower and used in connection with Borrower's business or in respect of which any of the Collateral is located or stored.



(g) DACAs. A DACA in form and substance acceptable to Lender in respect of each Deposit Account held by or for the benefit of borrower.

(h) Funds Flow. Borrower shall have delivered to Lender a memorandum containing funds flow information reflecting a true and complete statement of the sources and uses of all funds to be received or expended on the date hereof by Borrower in connection with the transactions contemplated by this Agreement, the other Related Documents and the Acquisition Agreements.

(i) Form UCC-1; Termination Statements. UCC-1 forms from Borrower covering the Collateral, together with such termination statements and other documents as Lender deems necessary or appropriate, shall have been filed in all jurisdictions that Lender deems necessary or advisable.

(j) Insurance Certificates. Certificates from each of Borrower's insurance carriers evidencing that all insurance coverage required under Section 9.8 hereof and any of the Related Documents is in effect, each designating Lender as loss payee or additional insured thereunder.

(k) Documentation with respect to Collateral. Such policies of title insurance, surveys, environmental audits, lien and security interest searches and other documents and instruments as Lender may require to evidence the perfection and priority of its liens and security interests in the Collateral and Equity Interests collaterally pledged by Borrower.

(l) Documentation with respect to the Acquisition. The Acquisition Agreements and other documents, financing statements, evidence of repayment of any indebtedness of 3C and other instruments as Lender may require to evidence the Acquisition existing prior to the date hereof, in each case certified as being true, accurate and complete by a duly authorized officer of Borrower.

(m) Solvency Certificate. A certificate of an officer of Borrower with knowledge attesting that Borrower is not insolvent as defined herein.

(n) Closing Date Balance Sheet. Borrower shall have delivered to Lender a consolidated pro forma balance sheet of Borrower as of the Closing Date, giving effect to the Acquisition and the transactions contemplated by this Agreement, the other Related Documents and the Acquisition Agreements.

(o) Subordination. Lender shall have received subordination documents in form and substance satisfactory to Lender from Holdings and GTI-3C with respect to the Subordinated Debt under the GTI-3C Convertible Note, including, without limitation, an acknowledgment that any payments with respect thereto may be blocked following the occurrence of an Event of Default.

(p) Intercreditor Agreement. Lender shall have received the Intercreditor Agreement duly executed by all of the parties thereto (other than Lender).

(q) Opinion of Counsel. Lender shall have received an opinion of counsel for Borrower addressed to Lender in form and substance acceptable to Lender.

(r) Other. Such other documents as Lender may reasonably request.

Section 10.3 No Default, etc. (a) No Event of Default or Unmatured Event of Default shall have occurred and be continuing or will result from the making of such Loan, (b) each Borrower's representations and warranties contained in Article 7 or in any Related Document shall be true and correct as of the date of such requested Loan with the same effect as though made on the date thereof and (c)

there shall have been no material adverse change with respect to Borrower's business, credit, operations, financial condition or prospects since December 31, 2016 or notice of any prospective material adverse change with respect to any insurance maintained by Borrower, and Lender shall have received a certificate from Borrower, dated the Closing date and certifying the same.

Section 10.4 Financial Covenants as of the Closing Date. As of the Closing Date, the Total Funded Debt to EBITDA Ratio shall be less than 2.50 to 1.00 and the Fixed Charge Coverage Ratio shall be greater than 1.20 to 1.00 and Borrower shall have delivered to Lender a Covenant Compliance Certificate evidencing such compliance.

Section 10.5 Maximum Outstanding Indebtedness. As of the Closing Date, the maximum Indebtedness for borrowed monies incurred by Borrower shall not exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) comprised of the Loan and the Other Related Debt.

## **ARTICLE 11 EVENTS OF DEFAULT AND THEIR EFFECT**

Section 11.1 Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

(a) Nonpayment of Loans and Other Liabilities. Default in the payment (i) when due of principal of the Note, or (ii) of any interest or any fees or any other amounts payable by Borrower to Lender hereunder or in the payment of any other Liabilities due from Borrower to Lender, in each case under this subclause (ii) within five (5) Business Days of when due (provided that the foregoing five (5) Business Day grace period shall only apply three times within any 12-month period).

(b) Nonpayment of Subordinated Debt. Default (after giving effective to any notice and cure periods) with respect to any Subordinated Debt.

(c) Nonpayment of Other Indebtedness. Default (after giving effective to any notice and cure periods) with respect to any Indebtedness of Borrower in excess of \$100,000 which has not been effectively cured or waived and which would enable the obligee to accelerate the maturity of the Indebtedness or default with respect to any other obligations or indebtedness of Borrower which in the aggregate if accelerated will have a materially adverse effect upon Borrower's business, assets, liabilities, financial condition or results of operation and which has not been effectively waived or cured; or acceleration of the payment of any Subordinated Debt.

(d) Other Material Obligations. Default (after giving effective to any notice and cure periods) in the payment when due, or in the performance or observance of, any material obligation of, or condition agreed to by, Borrower with respect to any material purchase or lease of goods or services (except only to the extent that Borrower is contesting the existence of any such default in good faith and by appropriate proceedings), the result of which is likely to have a Material Adverse Effect.

(e) Bankruptcy or Insolvency. Any Borrower becomes insolvent or generally fails to pay, or admit in writing its inability to pay, debts as they become due; any Borrower applies for, consents to, or acquiesces in the appointment of, a trustee, receiver or other custodian for Borrower or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for any Borrower or for a substantial part of the property thereof and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of any Borrower, and if such case or

proceeding is not commenced by Borrower, it is consented to or acquiesced in by any Borrower or remains for sixty (60) days undismissed; or any Borrower takes any action to authorize, or in furtherance of, any of the foregoing.

(f) Bankruptcy or Insolvency of Guarantor. Any of the events or conditions described in Section 11.1(e) occurs or exists with respect to any Guarantor.

(g) Noncompliance with this Agreement. Failure by Borrower to comply with or perform any of the obligations under Sections 8.1(a) through (e) or Section 8.1(g) through (i) and such failure continues for five (5) Business Days after written notice thereof to Borrower from Lender or the holder of the Note, or under Section 8.2 and such failure continues for five (5) days after written notice thereof to Borrower from Lender or the holder of the Note, or under Sections 8.4 through 8.19, or Sections 8.22 through 8.23. Failure by Borrower to comply with or to perform any other provision of this Agreement not set forth in the immediately preceding sentence of this subsection (g) or elsewhere in this Section 11.1, and such failure continues for fifteen (15) days after written notice thereof to Borrower from Lender or the holder of the Note; provided, however, that if the failure stated in any such notice is susceptible of cure but cannot be corrected within the applicable period, it shall not constitute the basis of an Event of Default hereunder if (i) corrective action capable of remedying such failure is instituted by Borrower within ten (10) Business Days after notice and diligently pursued until the failure is corrected; (ii) Borrower, after having been given the required notice, shall have certified to Lender, prior to the end of the ten (10) Business Day period, that corrective action capable of remedying such failure has been instituted and is being diligently pursued and that such corrective action will be diligently pursued until said failure is corrected; and (iii) said failure is corrected within sixty (60) days following the initial notice to Borrower. Subject to the consent of the Lender (which consent shall not be unreasonably withheld), any Event of Default under Section 8.6 may be cured by the contribution of the requisite amount of equity capital to the Borrower (which equity contribution shall be treated as additional net income for purposes of calculating EBITDA) in exchange for the issuance of additional common Equity Interests (to be subject to the Pledge Agreement in favor of Lender) necessary to cure such Event of Default.

(h) Representations and Warranties Any representation or warranty made by Borrower or any Guarantor herein or in any Related Document is breached or was false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice, or other writing furnished to Lender by Borrower or any Guarantor is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.

(i) Related Documents Borrower or any Guarantor shall fail to comply with or to perform in any material respect any provision of any of the Related Documents to which it is a party and such failure shall continue beyond any applicable grace period; or any of the Related Documents shall fail to remain in full force and effect except as expressly provided therein; or any action shall be taken to assert the unenforceability or invalidity of any of the Related Documents.

(j) Breach of this Agreement or the Related Documents. Borrower or any Guarantor fails to perform, keep, or observe any of the covenants, conditions, promises, agreements or obligations of Borrower or such Guarantor, as the case may be, under this Agreement or any of the Related Documents (which does not constitute an Event of Default under Section 11.1(g)); provided, however, that such failure by Borrower or such Guarantor, as the case may be, shall not constitute an Event of Default hereunder until the tenth (10th) Business Day following the occurrence thereof.

(k) Judgments There shall be entered against Borrower one or more judgments or decrees in excess of \$100,000 in the aggregate at any one time outstanding for Borrower, excluding those

judgments or decrees (i) that shall have been stayed, vacated or bonded, (ii) that shall have been outstanding less than 30 days from the entry thereof or (iii) for and to the extent to which Borrower is insured and with respect to which the insurer specifically has assumed responsibility in writing (and without any reservation of rights) or (iv) for and to the extent to which Borrower is otherwise indemnified if the terms of such indemnification are reasonably satisfactory to Lender.

(l) Notice of Tax Lien, Levy, Seizure or Attachment. A notice of lien, levy or assessment is filed of record with respect to all or any portion of Borrower's assets by the United States, or any department, agency or instrumentality thereof, or by any state, county, municipal or other governmental agency, including, without limitation, the IRS or the PBGC, or any taxes or debts owing to any of the foregoing becomes a lien or encumbrance upon all or any portion of Borrower's assets, or the making or any attempt by any Person to make any levy, seizure or attachment upon any of the Collateral or if all or any portion of the Collateral comes within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors which lien, levy or assessment is not expunged or bonded over within 30 days.

(m) Dissolution of Borrower or any Guarantor. Borrower or any Guarantor which is not an individual voluntarily or involuntarily dissolves or is dissolved, or terminates its existence or has its existence terminated, except in connection with the Approved Merger or which does not adversely affect Lender's first perfected security interest in the Collateral.

(n) Inability to Conduct Business. Borrower is enjoined, restrained, or in any way prevented by the order of any court or any administrative or regulatory agency from conducting all or any material part of its business affairs.

(o) Change in Control. The occurrence of any Change in Control unless Lender shall have consented to such Change in Control in writing (which consent shall be made or withheld in Lender's sole discretion).

(p) Priority of Lien. This Agreement shall at any time after its execution and delivery and for any reason cease (i) to create a valid and perfected first priority security interest in the Collateral; or (ii) to be in full force and effect or shall be declared null and void, or the validity or enforceability hereof shall be contested by Borrower or Borrower shall deny it has any further liability or obligation hereunder.

(q) Change in Law. If a Change in Law shall, in the reasonable good faith opinion of Lender or counsel to Lender, (i) make it unlawful for Lender to make or maintain the Loan, (ii) make it unlawful for Borrower to continue conducting business in the ordinary course or (iii) result in a Material Adverse Effect.

(r) Material Adverse Change. Any material adverse change in the Collateral, business, property, assets, prospects, operations, or condition, financial or otherwise of Borrower, as determined by Lender in its reasonable good faith discretion or the occurrence of any event which is determined by Lender in its reasonable good faith discretion to have a Material Adverse Effect.

Section 11.2 Acceleration. Upon the occurrence of an Event of Default specified in Section 11.1(e) or Section 11.1(f), the principal of the Note and the accrued and unpaid interest on the Note, the Liabilities and all other amounts owed to Lender under this Agreement and the Related Documents, shall thereupon become due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived, anything in this Agreement or the Related Documents to the contrary notwithstanding.

If any other Event of Default shall have occurred, and in every such event, Lender, in addition to all other rights and remedies available to Lender, may declare the principal of the Note and the accrued and unpaid interest on the Note, the Liabilities and all other amounts owed to Lender under this Agreement and the Related Documents to be forthwith due and payable, whereupon the same shall immediately become due and payable, without presentment, demand, protest or other notice of any kind, all of which are expressly waived, anything in this Agreement or the Related Documents to the contrary notwithstanding.

Section 11.3 Rights and Remedies Generally. If any Event of Default shall occur and be continuing, then Lender shall have all the rights of a secured party under the UCC, shall have all rights now or hereafter existing under all other applicable laws, and, subject to any mandatory requirements of applicable law then in effect, shall have all the rights set forth in this Agreement and all the rights set forth with respect to the Collateral or this Agreement, the Related Documents or in any other agreement or document between the parties hereto. No enumeration of rights in this Section or anywhere else in this Agreement or in any other agreement or document between the parties hereto shall be construed to in any way limit the rights or remedies of Lender.

Section 11.4 Direct Debtor to Dispose of Collateral. After the occurrence and during the continuance of any Event of Default, Lender may direct Borrower to sell, assign or otherwise liquidate or dispose of all or from time to time any portion of the Collateral, and Borrower shall comply with such directions, and Lender may take possession of the Proceeds of such Collateral. Lender may require Borrower (or any of them) to direct that all Proceeds of such Collateral be paid directly to Lender and upon such direction Borrower shall immediately comply.

Section 11.5 Collection of Accounts. After the occurrence and during the continuance of any Event of Default, Lender may instruct the obligor or Account Debtor on any obligation owing or purporting to be owed to Borrower constituting Collateral (including, without limitation, Accounts) to make any payment required by the terms of such obligation directly to Lender, and Lender shall have the right from time to time to modify (including, without limitation, to extend the time for payment or arrange for payment in installments) or waive rights under such obligation and to compromise or settle the amount of any such obligation or any counterclaim or setoff with the obligor or Account Debtor thereunder.

Section 11.6 Possession of Collateral.

(a) After the occurrence and during the continuance of any Event of Default, Lender may, personally or by agents, representatives or attorneys, immediately take possession of all or any part of the Collateral (including the originals of all Account Records), from Borrower or any other Person who then has possession of any part thereof with or without notice or judicial process, and in order to take possession may enter upon Borrower's premises where all or any part of the Collateral is located and remove such Collateral and may use in connection with such removal any and all services, supplies and other facilities of Borrower or may, without being responsible for loss or damage (unless arising out of the gross negligence or willful misconduct of Lender or any of its agents, representatives or attorneys), hold, store, keep idle, use, operate or otherwise use or permit the use of the same or any part thereof for such time as Lender may deem to be commercially reasonable.

(b) Upon notice to Borrower served at any time after the occurrence of any Event of Default, Borrower at its own expense shall assemble all or any part of the Collateral as determined by Lender and make it available to Lender at any location designated by Lender. Borrower shall, at its sole expense, store and keep any Collateral so assembled at such location pending further action by Lender and provide such security guards and maintenance services as shall be necessary to protect and preserve

such Collateral. Borrower's obligation to assemble the Collateral is of the essence of this Agreement and, accordingly, upon application to a court of equity having jurisdiction, Lender shall be entitled to a decree requiring specific performance by Borrower to so assemble.

(c) At any time Collateral is in Lender's possession, Borrower, jointly and severally, shall pay, or promptly reimburse Lender on demand for, all reasonable costs and expenses (including the cost of any insurance and payment of taxes or other charges) incurred in the custody, preservation, use or operation of the Collateral, and the obligation to reimburse all such costs and expenses shall be secured hereby.

Section 11.7 Disposition of the Collateral. After the occurrence and during the continuance of any Event of Default, Lender may sell, assign, lease, give an option or options to purchase or otherwise dispose of all or any part of the Collateral (or contract to do any of the foregoing) under one or more contracts, agreements or as an entirety, and without the necessity of gathering at the location of sale the property to be sold, at public or private sale or sales, conducted by any officer, nominee or agent of, or auctioneer or attorney for, Lender at any location of any third party conducting or otherwise involved in such sale or any office of Lender or other location and in general in such manner, at such time or times and upon such terms and conditions and at such price as Lender may consider commercially reasonable, for cash or on credit or for future delivery without assumption of any credit risk. Any of the Collateral may be sold, leased, assigned or options or contracts entered to do so, or otherwise disposed of, in the condition in which such Collateral existed when taken by Lender or after any overhaul or repair which Lender shall determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceeding shall be made upon not less than ten (10) Business Days advance written notice to Borrower describing the time after which such disposition is to be made. Any such disposition which shall be a public sale shall be made upon not less than ten (10) Business Days advance written notice to Borrower (which Borrower hereby acknowledges and agrees to be commercially reasonable) specifying the time and place of such sale and, in the absence of applicable requirements of law to the contrary, shall be by public auction, after publication of notice of such auction not less than ten (10) Business Days prior thereto in a newspaper of general circulation in Chicago, Illinois. To the fullest extent permitted by applicable law, Lender may bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to Borrower (except to the extent of surplus money received). Lender may restrict the number of prospective bidders or purchasers, and require such bidders or purchasers to have certain qualifications. Notwithstanding anything to the contrary contained in this Agreement, if all or any part of the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold in a recognized market only such notice as shall be reasonably practicable shall be required.

Section 11.8 Recourse. Borrower shall be liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to satisfy the Liabilities. Each Borrower, jointly and severally, shall also be liable for all reasonable costs and expenses of Lender incurred in connection with collecting such deficiency, including, without limitation, the reasonable fees and disbursements of any attorneys employed by Lender or any to collect such deficiency. Nothing in this Section 11.8 shall require Lender to liquidate Collateral, by sale or other disposition, prior to obtaining payment in full of the Liabilities from Borrower.

Section 11.9 Application of Proceeds. The proceeds of any disposition of Collateral shall be applied as follows:

(a) first, to the payment of any and all expenses and fees (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with the exercise of its rights and remedies hereunder, including, without limitation, expenses and fees in connection with obtaining, taking

possession of, removing, holding, insuring, repairing, preparing for sale or lease, storing and disposing of Collateral;

(b) next, to the satisfaction of the Liabilities in such order of application as Lender, in its sole discretion, may elect;

(c) next, to any other payment of any amount required to be paid by Lender by law; and

(d) finally, any remaining surplus to Borrower.

Section 11.10 Limitation on Duties Regarding Preservation of Collateral. Lender's sole duty to Borrower with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under the UCC or otherwise, shall be to deal with such Collateral in a commercially reasonable manner. Lender shall have no obligation to take any steps to preserve rights against prior parties to any Collateral. Neither Lender nor any of its managers, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Borrower or otherwise.

Section 11.11 Waiver of Claims. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH LENDER'S TAKING POSSESSION OR SALE OR LENDER'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH BORROWER WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH BORROWER HEREBY FURTHER WAIVES (AND RELEASES ANY CAUSE OF ACTION AND CLAIM AGAINST LENDER AS A RESULT OF), TO THE FULLEST EXTENT PERMITTED BY LAW:

1) ALL DAMAGES OCCASIONED BY SUCH TAKING OF POSSESSION, COLLECTION OR SALE EXCEPT ANY DAMAGES WHICH ARE THE DIRECT RESULT OF LENDER'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE;

2) ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF LENDER'S RIGHTS HEREUNDER;

3) DEMAND OF PERFORMANCE OR OTHER DEMAND, NOTICE OF INTENT TO DEMAND OR ACCELERATE, NOTICE OF ACCELERATION, PRESENTMENT, PROTEST, ADVERTISEMENT OR NOTICE OF ANY KIND TO OR UPON BORROWER OR ANY OTHER PERSON;

4) ALL RIGHTS OF REDEMPTION, APPRAISEMENT, VALUATION, DILIGENCE, STAY, EXTENSION OR MORATORIUM NOW OR HEREAFTER IN FORCE UNDER ANY APPLICABLE LAW IN ORDER TO DELAY THE ENFORCEMENT OF THIS AGREEMENT; AND

5) ANY RIGHT TO REQUIRE ANY MARSHALING OF

## ASSETS AND ANY SIMILAR RIGHT.

Section 11.12 Grant of License to Use General Intangibles. Solely for the purpose of enabling Lender to exercise rights and remedies hereunder at such time as Lender shall be lawfully entitled to exercise such rights and remedies, each Borrower hereby grants to Lender (subject to any license restrictions binding upon Borrower) an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Borrower) to use, assign, license or sublicense any of the General Intangibles, now owned or hereafter acquired by Borrower, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

Section 11.13 Cooperation Following Event of Default. From and after the occurrence of any Event of Default, upon written notice from Lender, Borrower shall provide Lender with such cooperation, assistance and management of the operations of Borrower as necessary or required to enable Lender to operate Borrower's businesses in the ordinary course. Such cooperation, assistance and management shall include, without limitation, Borrower taking such action as is necessary in respect of any licenses and permits held by Borrower so that Lender can operate Borrower's businesses in the ordinary course.

## ARTICLE 12 CROSS-GUARANTY

Section 12.1 Cross-Guaranty. Each of the Borrowers hereby agree that the Borrowers are jointly and severally liable for, and hereby absolutely and unconditionally guarantees to Lender and its successors and assigns, the full and prompt payment (whether at stated maturity, by acceleration or otherwise) and performance of, all Liabilities owed or hereafter owing to Lender by each other Borrower. Each of the Borrowers agree that its guaranty obligation hereunder is a continuing guaranty of payment and performance and not of collection, that its obligations under this Section 12 shall not be discharged until indefeasible payment and performance, in full, of the Liabilities has occurred, and that its obligations under this Section 12 shall be absolute and unconditional, irrespective of, and unaffected by, the genuineness, validity, regularity, enforceability or any future amendment of, or change in, this Agreement, any Related Document or any other agreement, document or instrument to which any Borrowers is or may become a party; the absence of any action to enforce this Agreement (including this Section 12) or any Related Document or the waiver or consent by Lender with respect to any of the provisions thereof; the existence, value or condition of, or failure to perfect its Lien against, any security for the Liabilities or any action, or the absence of any action, by Lender in respect thereof (including the release of any such security); the insolvency of any Borrowers; or any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. Each of the Borrowers shall be regarded, and shall be in the same position, as principal debtor with respect to the Liabilities guaranteed hereunder.

Section 12.2 Benefit of Guaranty. Each of the Borrowers agree that the provisions of this Section 12 are for the benefit of Lender and its successors, transferees, endorsees and assigns, and nothing herein contained shall impair, as between any Borrower and Lender, the obligations of such other Borrowers under this Agreement and the Related Documents.

Section 12.3 Subordination of Subrogation, Etc. Notwithstanding anything to the contrary in this Agreement or in any of the other Related Documents, and except as set forth in Section 12.6, each Borrower hereby expressly and irrevocably subordinates to payment of the Liabilities any and all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, indemnification or set off and any and all defenses available to a surety, guarantor or accommodation co-obligor until the Liabilities are indefeasibly paid in full. Each of the Borrowers acknowledge and agree that this subordination is



intended to benefit Lender and shall not limit or otherwise affect such Borrowers' liability hereunder or the enforceability of this Section 12, and that Lender and its successors and assigns are intended third party beneficiaries of the waivers and agreements set forth in this Section 12.3.

Section 12.4 Election of Remedies. If Lender may, under applicable law, proceed to realize its benefits under this Agreement or any Related Document, Lender may, at its sole option, determine which of its remedies or rights it may pursue without affecting any of its rights and remedies under this Section 12. If, in the exercise of any of its rights and remedies, Lender shall forfeit any of its rights or remedies, including its right to enter a deficiency judgment against any of the Borrowers or any other Person, whether because of any applicable laws pertaining to "election of remedies" or the like, each Borrowers hereby consents to such action by Lender and waives any claim based upon such action, even if such action by Lender shall result in a full or partial loss of any rights of subrogation that each Borrowers might otherwise have had but for such action by Lender. Any election of remedies that results in the denial or impairment of the right of Lender to seek a deficiency judgment against any Borrowers shall not impair any other Borrowers' obligation to pay the full amount of the Liabilities.

Section 12.5 Limitation. Notwithstanding any provision herein contained to the contrary, each Borrower's liability under this Section 12 (which liability is in any event in addition to amounts for which such Borrower is primarily liable under Article 3 of this Agreement) shall be limited to an amount not to exceed as of any date of determination the greater of: (i) the net amount of all Loans advanced to any other Borrowers under this Agreement or otherwise transferred to, or for the benefit of, such Borrowers; and (ii) the amount that could be claimed by Lender from such Borrowers under this Section 12 without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law after taking into account, among other things, such Borrowers' right of contribution and indemnification from each other Borrowers under Section 12.6.

Section 12.6 Contribution with Respect to Guaranty Obligations. To the extent that any Borrower shall make a payment under this Section 12 of all or any of the Liabilities (other than Loans made directly to that Borrower), then, following indefeasible payment in full in cash of the Liabilities such Borrower shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Borrower in such amounts as the Borrowers shall mutually agree. This Section 12.6 is intended only to define the relative rights of Borrowers and nothing set forth in this Section 12.6 is intended to or shall impair the obligations of Borrowers to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Agreement. Nothing contained in this Section 12.6 shall limit the liability of any Borrowers to pay the Loans made directly or indirectly to those Borrowers and accrued interest, fees and expenses with respect thereto for which such Borrowers shall be primarily liable. The rights of the indemnifying Borrowers against any other Borrowers under this Section 12.6 shall be exercisable upon the full and indefeasible payment of the Liabilities and the termination of the Lender's commitment to lend and provide any other financial accommodations to any Borrowers under this Agreement.

Section 12.7 Liability Cumulative. The liability of Borrowers under this Section 12 is in addition to and shall be cumulative with all Liabilities of each Borrowers to Lender under this Agreement and the Related Documents to which such Borrower is a party or in respect of any Liabilities or obligation of the other Borrowers, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

## ARTICLE 13 GENERAL

Section 13.1 Waiver; Amendments. No delay on the part of Lender or the holder of the Note in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement or any Related Document shall in any event be effective unless the same shall be in writing and signed and delivered by Lender, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 13.2 Notices. Except as otherwise specifically provided for herein or therein, all notices and other communications under this Agreement and any of the Related Documents shall be in writing or by telephone, confirmed in writing. Written notices and communications shall be given by:

- 1) certified mail;
- 2) facsimile or e-mail (PDF) transmission confirmed by mailing or delivering a copy as provided in clause (1), clause (3) or clause (4) hereof;
- 3) by hand delivery; or
- 4) by courier service (including overnight delivery service such as Federal Express).

Notices shall be deemed to have been given (a) in the case of notice by certified mail, three days after deposit thereof in the United States mails, postage prepaid, return receipt requested, and (b) in all other cases, upon receipt of the notice without regard to the date of receipt of any confirming copy; provided that a notice directed to the attention of any individual at a business entity, shall be deemed given when received by either the President, Chief Executive Officer, Chief Financial Officer, or any Vice President of the entity at the address or facsimile number to which such notice is to be sent as determined in accordance with this Section. Copies of notices directed to a party which are required to be sent to other persons shall be deemed received by such other persons on the date on which the party receives such notice.

Notices to Borrower shall be directed to Borrower Representative as follows:

GTI II, LLC

Confidential Information of Borrower

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

Gould & Ratner  
222 North LaSalle Street  
Suite 800  
Chicago, Illinois 60602

Attention: Fred Tannenbaum  
Telephone Number: (312) 899-1613  
Facsimile Number: (312) 236-3241  
E-mail: ftannenbaum@gouldratner.com

Notices in writing to Lender shall be directed as follows:

[REDACTED]

Confidential Information of Lender

[REDACTED]

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

[REDACTED]

Confidential Information of Lender's Attorney

[REDACTED]

Either party may change, from time to time, the persons to whom or the addresses, or the telephone numbers or the facsimile numbers to which notices are to be sent by serving upon the other a written notice designated as a "*Notice of Change of Address*".

Section 13.3 Computations. Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for purposes of this Agreement such determination or calculation shall, to the extent applicable and except as otherwise specified in this Agreement, be made in accordance with GAAP applied on a basis consistent with GAAP as GAAP is in effect as of the date of the first financial statements delivered pursuant to Section 8.1.

Section 13.4 Appointment of Holdings as Agent. To aid the daily administration of this Agreement and the Related Documents, and to accommodate Borrower, each other Borrower hereby appoints Holdings as its agent for the giving and receiving of all notices and other communication hereunder and under the Related Documents. For so long as the Liabilities remain outstanding, each Borrower hereby covenants and agrees, and hereby grants to Holdings an absolute and irrevocable power of attorney coupled with interest, and irrevocably designates, appoints, authorizes and directs Holdings, on behalf of such Borrower, to (a) certify the financial statements of Borrower and compliance certificates, (b) make any other deliveries required to be delivered periodically hereunder to Lender and (c) otherwise take all other actions otherwise contemplated by this Section to act on behalf of Borrower (or any one of them) for purposes of giving and receiving notices and certifications under this Agreement or any other Related Document. Lender is entitled to rely and act on the instructions and all submissions of Borrower without any inquiry as to authorization.

Section 13.5 Costs, Expenses and Taxes.

(a) The Liabilities shall include, and each Borrower, jointly and severally, shall pay to Lender on demand, any and all reasonable out of pocket costs, charges, fees and other expenses incurred by Lender if Lender, in its sole discretion, (i) employs counsel for advice or other representation (A) with respect to the amendment or enforcement of this Agreement or the Related Documents, or with respect to the Collateral or any other collateral securing the Liabilities, (B) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other Person) in any way or respect relating to this Agreement, the Related Documents, Borrower's affairs, the Collateral or any other collateral securing the Liabilities or (C) to enforce any of Lender's rights with respect to Borrower; (ii) takes any action to protect, collect, sell, liquidate or otherwise dispose of the Collateral any other collateral securing the Liabilities hereunder; and/or (iii) seeks to enforce or enforces any of Lender's rights and remedies with respect to Borrower, provided that no such reimbursement shall be due if Lender is not the prevailing party in any such litigation. Without limiting the generality of the foregoing, such costs, charges, fees and expenses shall include:

(ii) reasonable fees, costs and expenses of attorneys, accountants, consultants and providers of any third-party diligence reports; court costs and expenses; court reporter fees, costs and expenses; long distance telephone charges; telegram and telecopier charges; and expenses for travel, lodging and food; and

(iii) any and all fees, costs, and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of Lender's Liens on, and security interest in, the Collateral, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Collateral, premiums for insurance with respect to the Collateral and all other reasonable fees, costs and expenses in connection with protecting, maintaining or preserving the Collateral and Lender's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Collateral.

(b) Each Borrower, jointly and severally, further agrees to pay, and to save Lender harmless from all liability for, any stamp or other taxes which may be payable in connection with the execution or delivery of this Agreement, the Related Documents, the borrowing hereunder, or the issuance of the Note, or of any other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith.

(c) For so long as the Loan is outstanding, Borrower, jointly and severally, shall pay Lender a collateral monitoring fee equal to thirty (30) basis points (0.30%) per annum of the original principal amount of the Loan and Other Related Debt. Such collateral monitoring fee shall be paid monthly in arrears on each Monthly Payment Date.

(d) All of Borrower's obligations provided for in this Section 13.5 shall be Liabilities, secured by the Collateral and shall survive repayment of the Loans, cancellation of the Note, or any termination of this Agreement or any Related Document.

Section 13.6 Interest on Advances. Whenever under the provisions of this Agreement or of any of the Related Documents, Borrower is obligated to pay certain expenses of Lender or to reimburse Lender for amounts advanced by it, whether such advancement is by reason of a default by Borrower or otherwise, the amount of the expenses and the amounts so advanced shall bear interest at the Default Rate

if Borrower fails to make payment within five (5) days upon written notice by Lender to Borrower.

Section 13.7 Indemnification. In consideration of Lender's execution and delivery of this Agreement and Lender's agreement to make the Loan, and purchase the Note, each Borrower, jointly and severally, hereby agrees to indemnify, exonerate and hold Lender and each of its managers, members, officers, employees and agents (herein collectively called the "**Lender Parties**" and individually called a "**Lender Party**") free and harmless from and against any and all actions, causes of action, suits, losses, costs (including, without limitation, all documentary or other stamp taxes or duties), liabilities and damages, and expenses in connection therewith (the "**Indemnified Liabilities**"), including, without limitation, reasonable attorneys' fees and disbursements, incurred by Lender Parties or any of them as a result of, or arising out of, or relating to:

(a) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of the Loan, or the sale of the Note;

(b) the execution, delivery, performance, administration or enforcement of this Agreement and the Related Documents in accordance with their respective terms by any of Lender Parties, provided that nothing contained in this clause (b) shall require Borrower to indemnify, exonerate or hold harmless any of Lender Parties with respect to acts or failure to act by any Lender Party which are determined by a non-appealable judgment of a court of competent jurisdiction to constitute willful misconduct or gross negligence;

(c) the presence on or under the Property of any Hazardous Material or underground storage tank, or any releases or discharges of any Hazardous Material, on, under or from the Property (including residual contamination thereon or thereunder), or affecting natural resources; or the performance of any activity undertaken on or off the Property or relating to the generation, use, handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Material at any time located on or under the Property, irrespective whether (i) Borrower or any of its employees, agents, contractors or subcontractors, (ii) any predecessor in title, or any employees, agents, contractors or subcontractors of the predecessor in title, or (iii) any third Persons occupying or present on the Property who engaged in such activity prior to, during or subsequent to the term of this Agreement or whether such activities were or will be taken in accordance with applicable laws, regulations, codes and ordinances, except for any such Indemnified Liabilities arising solely on account of such Lender Party's gross negligence or willful misconduct as determined by a non-appealable judgment of a court of competent jurisdiction; or

(d) any misrepresentation in this Agreement or in any Related Document or in any statement or writing contemplated by or made or delivered pursuant to or in connection with this Agreement or any Related Document or any breach of any warranty or covenant herein or in any Related Document.

If and to the extent that the foregoing agreements described in this Section 13.7 may be unenforceable for any reason, each Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. All of each Borrower's obligations under this Section shall survive repayment of the Loan, cancellation of the Note, or any termination of this Agreement or any Related Document.

Section 13.8 Power of Attorney. Upon and during the continuation of an Event of Default, each Borrower hereby irrevocably appoints Lender (and any of Lender's managers, officers, employees or agents designated by Lender), with full power of substitution by Lender, as its attorney, with power (a) to endorse the name of Borrower on any checks, notes, acceptances, money orders, drafts or other forms

of payment or security that constitute part of the Collateral or that may come into Lender's possession in accordance with this Agreement, and (b) in the exercise of its rights hereunder or as may otherwise be reasonably necessary or desirable to accomplish the purposes of this Agreement, to sign the name of Borrower on any invoice or bill of lading relating to any Accounts, Inventory or other Collateral, on any drafts against customers related to letters of credit, on schedules and assignments of Accounts furnished to Lender by Borrower, on notices of assignment, financing statements, chattel mortgages and amendments and supplements thereto, and other documents relating to the perfection or priority of any of Lender's security interest, or verifications of account and on notices to or from customers. Each Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable. Any failure by Lender to give Borrower prior notice of actions taken by Lender under this Section shall not affect the validity or enforceability of any such actions, nor shall Lender incur any liability or penalties for such failure unless Borrower's rights are materially prejudiced thereby. The powers conferred on Lender hereunder are solely to protect the interests of Lender in the Collateral and shall not impose any duty upon Lender to exercise any such powers.

Section 13.9 Termination of Agreement; Recovery Claims. This Agreement shall terminate when all the Liabilities have been fully and finally paid and performed (other than continuing indemnification obligations not then due and payable), at which time Lender shall reassign and redeliver (or cause to be reassigned and redelivered) to Borrower or to such Person as Borrower shall designate, against receipt, such of the Collateral (if any) assigned by Borrower to Lender as shall not have been sold or otherwise applied by Lender pursuant to the terms hereof and shall still be held by it hereunder, together with appropriate instruments of reassignment and release. Any such reassignment shall be without recourse upon or representation or warranty by Lender and shall be at the cost and expense of Borrower. Should a claim ("**Recovery Claim**") be made upon Lender at any time for recovery of any amount received by Lender in payment of the Liabilities (whether received from Borrower or otherwise) and should Lender repay all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of its property; or (b) any settlement or compromise of, or other agreement with respect to, any such Recovery Claim effected by Lender with the claimant (including Borrower), this Agreement and the security interests granted to Lender hereunder shall continue in effect with respect to the amount so repaid to the same extent as if such amount had never originally been received by Lender, notwithstanding any prior termination of this Agreement, the release of any or all of the Collateral, or the cancellation of any note or other instrument evidencing the Liabilities.

Section 13.10 Governing Law; Jury Trial; Severability. This Agreement and the Note shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of each of Borrower and rights of Lender and any other holders of the Note, which obligations and rights are described herein or in the Note, shall be in addition to and not in limitation of those provided by applicable law.

EACH BORROWER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (A) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RELATED DOCUMENTS, THE LOAN OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR (B) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO

THIS AGREEMENT, THE RELATED DOCUMENTS, THE LOAN, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

EACH BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ANY ACTION OR PROCEEDING IN ANY WAY, MANNER OR RESPECT ARISING OUT OF THIS AGREEMENT, THE RELATED DOCUMENTS, THE LOAN, THE NOTE OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, THE RELATED DOCUMENTS, THE LOAN, THE NOTE OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, THE STATE OF ILLINOIS, AND EACH BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. EACH BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST BORROWER BY LENDER IN ACCORDANCE WITH THIS SECTION.

EACH BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON BORROWER, AS APPLICABLE, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO BORROWER, AT THE ADDRESS SET FORTH IN THIS SECTION 13.10 AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

IF AND TO THE EXTENT ANY PROVISION OF ANY COLLATERAL DOCUMENT IS INCONSISTENT WITH THE PROVISIONS OF THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL.

Section 13.11 Counterparts. This Agreement and any amendment or supplement hereto or any waiver granted in connection herewith may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Delivery of an executed signature page of this Agreement by facsimile transmission or in a PDF or similar electronic file shall be effective as delivery of a manually executed counterpart hereof.

Section 13.12 Successors and Assigns. This Agreement shall be binding upon and, subject to this Section 13.12, inure to the benefit of the parties hereto and their respective successors and assigns, except that no Borrower may assign or transfer its rights hereunder or any interest herein or delegate its duties hereunder without the prior written consent of Lender or in connection with an Approved Merger. Any purported assignment, transfer or delegation in violation of this section is void. Lender may assign or transfer any or all of its interest in the Note to an Affiliate of Lender or an independent third party, subject to the provisions of this Section 13.12. Lender shall give Borrower prompt written notice of any assignment of or participation in the Loan hereunder. Except in connection with an assignment of its entire interest in the Note, Lender will continue to act as the sole agent for purposes of this Agreement on behalf of all holders of or Participants in the Note.

Subject to this Section, Lender or any Assignee may assign all or any portion of its interest in and rights under this Agreement or the Note to another Person (an "*Assignee*"), or grant a participating or beneficial interest in this Agreement and the Loan to another Person (a "*Participant*"),

subject to the following conditions:

(a) Such assignment or participation shall not be made (i) under such circumstances as may constitute a violation of federal securities laws or any applicable state securities laws or regulations or (ii) to a competitor of Borrower.

(b) Any payments to or recoveries by Lender or any Assignee or Participant under this Agreement or under any instrument or agreement delivered in connection herewith shall be for the account of Lender, and all Assignees and Participants, in proportion to the amount of each such Person's interest in the Loan. Rights of setoff and banker's lien (if any) may be exercised by each such Person, and amounts and property so set off or covered by such Lien may be applied to all or any of the Liabilities as determined by Lender, Assignees or Participants to the end that the property and credit balances of Borrower with each such Person shall be security for, and may be applied to the payment of, all or any of the Liabilities as though such rights were exercised, and such amounts were recovered, by Lender.

(c) Borrower shall, from time to time at the request of Lender, execute and deliver to Lender or to such party or parties as Lender may designate, any and all further instruments as may in the reasonable opinion of Lender be necessary or advisable to give full force and effect to any transfer contemplated by this Section.

Section 13.13 Prior Agreements. The terms and conditions set forth in this Agreement shall supersede all prior agreements, discussions, correspondence, memoranda and understandings (whether written or oral) of Borrower and Lender concerning or relating to the subject matter of this Agreement.

Section 13.14 Statutory Notice 815 ILCS 160/1 et seq. -- Oral Commitments. Nothing contained in the following notice shall be deemed to limit or modify the terms of this Agreement and the other Related Documents:

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THIS AGREEMENT. TO PROTECT EACH OF BORROWER AND LENDER FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS BORROWER (OR ANY ONE OF THEM) AND LENDER REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS AGREEMENT AND THE RELATED DOCUMENTS, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT AMONG THEM, EXCEPT AS THEY MAY LATER AGREE IN WRITING TO MODIFY IT.

Borrower acknowledges that there are no other agreements between Lender and Borrower, oral or written, concerning the subject matter of the Related Documents, and that all prior agreements concerning the same subject matter, including any proposal or commitment letter, are merged into the Related Documents and thereby extinguished.

Section 13.15 USA Patriot Act. Lender may be subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Act**") and hereby notifies Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

Section 13.16 Certain Covenants of Borrower. Holdings shall not, directly or indirectly,



without Lender's prior written approval (a) enter into any agreement (including any agreement for incurrence or assumption of indebtedness, any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person who is not a Borrower, other than in accordance with this Agreement and the Related Documents to which it is a party, (b) hold any assets, other than all of the issued and outstanding Equity Interests of Borrower, assets in connection with the capital accounts of members or assets needed to maintain the organization and goods standing of Holdings, (c) engage in any business or conduct any activity or operations (including the making of any investment or payment) or transfer any of its assets, other than (i) the making of investments in Borrower, and (ii) the performance of its obligations under this Agreement and the Related Documents to which it is a party in accordance with the terms thereof, or (d) consolidate or merge with or into any other Person. Holdings shall preserve, renew and keep in full force and effect its existence. Holdings shall cause each other Borrower to comply with each of its covenants and agreements contained herein.

Section 13.17 Borrower Representative. Each Borrower hereby designates and appoints GTI II as its representative and agent on such Borrower's behalf (in such capacity, "Borrower Representative") for the purposes of delivering certificates including Covenant Compliance Certificates, giving instructions with respect to the disbursement of the proceeds of the Loan, giving and receiving all other notices and consents under this Agreement or under any of the Related Documents and taking all other action (including in respect of compliance with covenants) on behalf of any Borrower or the Borrowers under this Agreement or the Related Documents. Borrower Representative hereby accepts such appointment. Notwithstanding anything to the contrary in this Agreement, Lender may regard any notice or other communication pursuant to any Loan Documents from Borrower Representative as a notice or communication from all Borrowers. Notwithstanding anything to the contrary in this Agreement, each warranty, covenant, agreement and undertaking made on behalf of a Borrower by Borrower Representative shall be deemed for all purposes to have been made by such Borrower and shall be binding upon and enforceable against such Borrower to the same extent as of the same had been made directly by such Borrower.

**[Remainder of page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the parties have executed this Loan and Security Agreement as of the date first written on the first page hereof.

**BORROWER:**

**GTI-CLINIC ILLINOIS HOLDINGS, LLC,**

an Illinois limited liability company

By:  \_\_\_\_\_

Name: Benjamin Kovler

Title: Chief Executive Officer

**GTI MUNDELEIN PARTNERS, LLC,**

an Illinois limited liability company

By: GTI-Clinic Illinois Holdings, LLC, an Illinois limited liability company, its sole Member

By:  \_\_\_\_\_

Name: Benjamin Kovler

Title: Chief Executive Officer

**GTI MUNDELEIN, LLC,**

an Illinois limited liability company

By: GTI-Clinic Illinois Holdings, LLC, an Illinois limited liability company, its sole Member

By:  \_\_\_\_\_

Name: Benjamin Kovler

Title: Chief Executive Officer

**GTI OGLESBY PARTNERS, LLC,**

an Illinois limited liability company

By: GTI-Clinic Illinois Holdings, LLC, an Illinois limited liability company, its sole Member

By:  \_\_\_\_\_

Name: Benjamin Kovler

Title: Chief Executive Officer

**GTI OGLESBY, LLC,**

an Illinois limited liability company

By: GTI-Clinic Illinois Holdings, LLC, an Illinois limited liability company, its sole Member

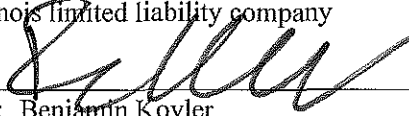
By:  \_\_\_\_\_

Name: Benjamin Kovler

Title: Chief Executive Officer

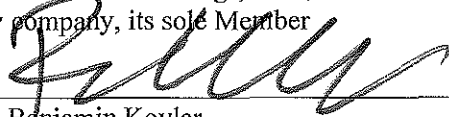
[Continued Signature Page to Loan and Security Agreement]

**GTI ROCK ISLAND PARTNERS, LLC,**  
an Illinois limited liability company

By:   
Name: Benjamin Kovler  
Title: Manager

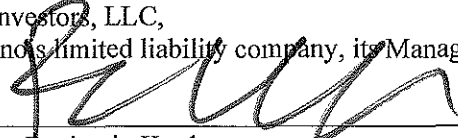
**GTI ROCK ISLAND, LLC,**  
an Illinois limited liability company

By: GTI-Clinic Illinois Holdings, LLC, an Illinois limited liability company, its sole Member

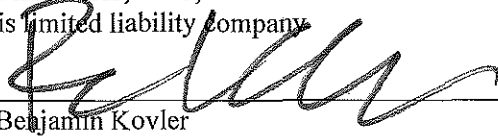
By:   
Name: Benjamin Kovler  
Title: Chief Executive Officer

**GTI II, LLC,**  
an Illinois limited liability company

By: GTI Investors, LLC,  
an Illinois limited liability company, its Manager

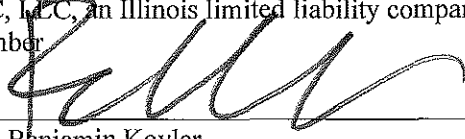
By:   
Name: Benjamin Kovler  
Title: Manager

**GTI INVESTORS, LLC,**  
an Illinois limited liability company

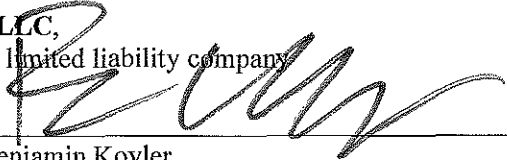
By:   
Name: Benjamin Kovler  
Title: Manager

**3C COMPASSIONATE CARE CENTER, LLC,**  
an Illinois limited liability company

By: GTI-3C, LLC, an Illinois limited liability company,  
its Member

By:   
Name: Benjamin Kovler  
Title: Manager

**GTI-3C, LLC,**  
an Illinois limited liability company

By:   
Name: Benjamin Kovler  
Title: Manager

[Continued Signature Page to Loan and Security Agreement]

**LENDER:**

Confidential Information of Lender

**EXHIBIT A**  
**FORM OF NOTE**  
**[SEE ATTACHED]**

SENIOR SECURED NOTE DUE OCTOBER 1, 2022

\$5,000,000

October 2, 2017  
Chicago, Illinois

FOR VALUE RECEIVED, **GTI-CLINIC ILLINOIS HOLDINGS, LLC**, an Illinois limited liability company ("**Holdings**"), **GTI MUNDELEIN PARTNERS, LLC**, an Illinois limited liability company ("**Mundelein Partners**"), **GTI MUNDELEIN, LLC**, an Illinois limited liability company ("**Mundelein**"), **GTI OGLESBY PARTNERS, LLC**, an Illinois limited liability company ("**Oglesby Partners**"), **GTI OGLESBY, LLC**, an Illinois limited liability company ("**Oglesby**"), **GTI ROCK ISLAND PARTNERS, LLC**, an Illinois limited liability company ("**Rock Island Partners**"), **GTI ROCK ISLAND, LLC**, an Illinois limited liability company ("**Rock Island**"), **GTI II, LLC**, an Illinois limited liability company ("**GTI II**"), **GTI INVESTORS, LLC**, an Illinois limited liability company ("**GTI Investors**"), **3C COMPASSIONATE CARE CENTER, LLC**, an Illinois limited liability company ("**3C**"), and **GTI-3C, LLC**, an Illinois limited liability company ("**GTI-3C**"), and collectively with Holdings, Mundelein Partners, Mundelein, Oglesby Partners, Oglesby, Rock Island Partners, Rock Island, GTI II, GTI Investors and 3C, together with their respective successors and assigns, "**Borrower**"), promises to pay to the order of [REDACTED] Confidential Information of Lender [REDACTED] ("**Lender**"), the principal sum of FIVE MILLION DOLLARS (\$5,000,000), which amount shall be due and payable to Lender as provided in the Loan and Security Agreement, dated as of October 2, 2017, by and among Borrower and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"). All capitalized terms used in this Senior Secured Note ("**Note**") that are defined in the Loan Agreement shall have the meanings assigned to such terms in the Loan Agreement.

Each Borrower, jointly and severally, promises to pay to the order of Bank interest on the aggregate unpaid principal amount hereof from time to time outstanding from the date hereof until such principal amount is paid in full at such rates and at such times as shall be determined in accordance with the provisions of the Loan Agreement. Principal and accrued interest shall be payable on the dates specified in the Loan Agreement.

Subject to the provisions of the Loan Agreement, payments of both principal and interest shall be made by electronic funds transfer or by wire transfer of immediately available funds to the account of Lender at [REDACTED] Confidential Information of Lender [REDACTED] or at any other payment office in the United States previously designated to Borrower by Lender in writing), in lawful money of the United States of America in funds immediately available at such payment office.

This Note is the Note referred to in, and is entitled to the benefits of, the Loan Agreement, which agreement, among other things, contains provisions granting Lender a security interest in the Collateral, for acceleration of the maturity hereof upon the occurrence of certain stated events and also for prepayments, in certain circumstances, of the principal hereof and interest prior to maturity upon the terms and conditions specified therein.

Except as otherwise expressly provided in the Loan Agreement, the Borrower waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note and the Loan Agreement. In any action on this Note, Lender or its assignee need not produce or file the original of this Note, but need only file a photocopy of this Note certified by Lender or such assignee to be a true and correct copy of this Note.

This Note is binding upon the Borrower and their respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns; provided that, no Borrower may assign its respective rights or obligations under this Note without the prior written consent of Lender. Borrower and their respective successors and assigns shall be jointly and severally obligated hereunder. This Note is made under and governed by the laws of the State of Illinois without regard to conflict of laws principles.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Borrower has executed this Senior Secured Note as of the date first written above.

**BORROWER:**

**GTI-CLINIC ILLINOIS HOLDINGS, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GTI MUNDELEIN PARTNERS, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GTI MUNDELEIN, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GTI OGLESBY PARTNERS, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GTI OGLESBY, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



[Continued Signature Page to Senior Secured Note]

**GTI ROCK ISLAND PARTNERS, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GTI ROCK ISLAND, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GTI II, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GTI INVESTORS, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**3C COMPASSIONATE CARE CENTER, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GTI-3C, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT B – COMPLIANCE CERTIFICATE

### FORM OF COMPLIANCE CERTIFICATE

This Certificate is issued pursuant to that certain Loan and Security Agreement dated as of October 2, 2017 as it may be amended in accordance with its terms from time to time, including all exhibits attached thereto (the “*Agreement*”) by and among **GTI-Clinic Illinois Holdings, LLC**, an Illinois limited liability company, **GTI MUNDELEIN PARTNERS, LLC**, an Illinois limited liability company, **GTI MUNDELEIN, LLC**, an Illinois limited liability company, **GTI OGLESBY PARTNERS, LLC**, an Illinois limited liability company, **GTI OGLESBY PARTNERS, LLC**, an Illinois limited liability company, **GTI ROCK ISLAND PARTNERS, LLC**, an Illinois limited liability company, **GTI ROCK ISLAND, LLC**, an Illinois limited liability company, **GTI II, LLC**, an Illinois limited liability company, **GTI INVESTORS, LLC**, an Illinois limited liability company, **3C COMPASSIONATE CARE CENTER, LLC**, an Illinois limited liability company, and **GTI-3C, LLC**, an Illinois limited liability company (collectively, “*Borrower*”), and Confidential Information of Lender (“*Lender*”).

This Certificate is submitted pursuant to the requirements of the Agreement.

1. The undersigned is the \_\_\_\_\_ of GTI-Clinic Illinois Holdings, LLC, a representative of Borrower.

2. There exists no event or circumstance which is or which, with the passage of time, the giving of notice, or both, would constitute an Unmatured Event of Default or an Event of Default, as that term is defined in the Agreement, or, if such an event of circumstance exists, a writing attached hereto specifies the nature thereof, the period of existence thereof and the action that Borrower has taken or proposes to take with respect thereto.

3. No material adverse change in the condition, financial or otherwise, business, property, or results of operations of Borrower has occurred since [date of last Compliance Certificate/last financial statements delivered prior to closing], or, if such a change has occurred, a writing attached hereto specifies the nature thereof and the action that Borrower has taken or proposes to take with respect thereto.

4. Each Borrower is in compliance with the representations, warranties and covenants in the Agreement, or, if Borrower is not in compliance with any representations, warranties or covenants in the Agreement, a writing attached hereto specifies the nature thereof, the period of existence thereof and the action that Borrower has taken or proposes to take with respect thereto.

5. The financial statements of Borrower, being concurrently delivered herewith have been prepared in accordance with GAAP consistently applied and there have been no material changes in accounting policies or financial reporting practices of Borrower since [date of the last Compliance Certificate/date of last financial statements delivered prior to closing] or, if any such change has occurred, such changes are set forth in a writing attached hereto.

6. Attached hereto is a true and correct calculation of the financial covenants contained in the Agreement.

**[Signature Page Follows]**

GTI-CLINIC ILLINOIS HOLDINGS, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_