OPTION TO PURCHASE AGREEMENT

RE: Option Agreement for the purchase of land located at:
[redacted]

This letter shall serve as a binding Option to Purchase Agreement (hereinafter, "Option Agreement") to purchase the Property from the below referenced Seller (hereinafter, "Seller") by Columbia Care New Jersey LLC, a New Jersey limited liability company, or its permitted assignee ("Purchaser" or "Buyer") on the following general terms and conditions:

1. **Purchase Price:** [redacted]

2. **Seller:** [redacted]

3. **Option to Purchase:** For good and sufficient consideration, the receipt of which is acknowledged by Seller, Seller shall hold the Property exclusively for sale to Purchaser from the date of execution of this binding Option Agreement through December 1, 2018 ("Holding Period"). Upon execution of this Option Agreement and in consideration of the Seller's promise to hold the Property exclusively for Purchaser for the Holding Period, Purchaser shall pay the Seller a non-refundable flat fee of [redacted] ("Holding Payment"), which payment shall be wire transferred to Owner's attorney, or Owner's account (per instructions to be provided by owner upon execution of this Option Agreement) within 5 business days of execution of this Option Agreement. Purchaser may exercise its option to purchase the Property for the above Purchase Price at any time during the Holding Period by written notice to Seller. Upon exercise of such option, the parties shall negotiate a purchase and sale agreement (the "Contract"), in good faith, that shall incorporate the terms contained herein and such other reasonable terms and conditions that the parties may reasonably negotiate and agree upon. All Holding Period payments shall be credited toward Purchase Price. During the Holding Period, Purchaser may terminate this Option Agreement at any time and for any reason upon written notice to Seller. All obligations terminate at the expiration of the Holding Period if Purchaser has not exercised its option. In the event the State of New Jersey delays the award of Medical Cannabis licenses past November 1, 2018, the Holding Period shall be extended until fifteen (15) days after the date that New Jersey notifies the applicants of its new award date.

4. **Property:** [redacted]

[redacted]

5. Earnest Money: Within five (5) business days after the execution of the Contract ("Effective Date"), Seller and Purchaser shall open an escrow account with a title company designated by Purchaser and Purchaser shall deposit Earnest Money in the amount of [redacted] All Earnest Money shall apply to and be credited against the Purchase Price upon Closing.

6. Inspection & Approval Period: For a period of sixty (60) days following the Effective Date (the "Inspection & Approval Period"), Seller grants to Purchaser, its agents and engineers, the right to enter upon the Property and conduct any and all inspections and investigations necessary or desirable, including soil analysis, core drilling, environmental tests, and engineering surveys. Running concurrently, Purchaser shall seek to obtain the required Licenses, Permit(s) and all other Approvals required by Purchaser (as defined below). If the Approvals cannot be fully obtained or Inspections are not satisfactory to Purchaser, for these reasons solely and for no other reasons, then Purchaser can cancel the Contract at any time before the expiration of the Inspection & Approval Period, as extended, by written notice to Seller and the Earnest Money shall be retained by Seller.

7. Conditions to Close: Purchaser's obligation to close on the purchase of the Property is subject to and contingent upon the satisfaction of each and all of the following items:

- The Property shall not have been used by Seller for the handling, storage, transportation or disposal of any hazardous substances. The Property shall be free of contamination and is not in violation of any local, state or federal environmental laws or regulations. If any environmental condition exists, Seller shall obtain, at its sole cost and expense, a "No Further Action-type" letter from the appropriate governmental agency having jurisdiction thereof, in a form acceptable to Purchaser.

- Purchaser shall have obtained all (i) federal, state, county, and municipal governmental and quasi-governmental approvals and (ii) non-governmental approvals from private third parties (having such approval rights) (collectively, the "Approvals") as are necessary and incident to developing the land, construcing

building(s), and conducting its business operations (the "Intended Improvements"). Seller shall execute any consents or acknowledgments required by Buyer to obtain Approvals and otherwise reasonably cooperate with Buyer to obtain all such Approvals, at Buyer' sole cost.

- There shall be no contracts, leases, options to purchase or rights of first refusal that will impede Seller from delivering exclusive title and possession of the Property at Closing.

- Purchaser shall be entitled to erect freestanding signage on the Property, subject to municipal approval.

- No building or utility moratoriums shall be in effect.

- No material or adverse changes to the Property shall have occurred subsequent to the Effective Date of the Contract and prior to the Closing Date.

- The Property shall be properly zoned for Purchaser's intended use (medical marijuana dispensary) and there shall be no PUD, REA, deed restrictions, exclusives or ordinances which will restrict usage of the property for any business purpose. Seller shall cooperate with Purchaser to obtain all necessary zoning approvals, if required.

- Purchaser shall have obtained access to public thoroughfares, utilities, sewer, and water as deemed adequate by Purchaser, in Purchaser's sole and absolute discretion, for its improvements.

8. Closing: Closing under the Contract shall occur fifteen (15) days following the expiration of the Inspection & Approval Period, as extended, subject to the satisfaction of the Conditions to Close.

9. Seller Documents: Within five (5) business days after full execution of the Contract, Seller shall furnish to Purchaser copies of all documents in its possession related to the condition of the Property, including all inspections.

10. Brokerage: The parties acknowledge that no brokers have participated in this transaction and that no broker fees shall be due except [redacted] ("Brokers") which fees shall be paid by Seller pursuant to a separate agreement. Each party shall indemnify the other against claims by any other brokers or finders claiming through the indemnifying party.

11. Assignments: Buyer may assign this agreement to any affiliate or subsidiary of Buyer, without Seller's permission. For all other parties, Buyer may only assign this agreement with written consent of Seller, not to be unreasonably withheld.

12. Closing Costs: The cost of the ALTA owner's title commitment and policy premium, recording fees and escrow fees shall be paid by Purchaser. Transfer taxes shall be equally split by Purchaser and Seller. All other costs, including but not limited to, real estate taxes, sewer fees, and other utility fees shall be allocated as is customary in New Jersey. Each party shall be responsible for their own respective legal fees.

If you are in agreement with the items outlined above, please return an executed copy of this binding Option Agreement to the undersigned.

Accepted and Agreed to by the Purchaser:	Accepted and Agreed to by the Seller:
Columbia Care New Jersey LLC	[redacted]
By: Nick K. Vita	By:
Name: Nicholas K. Vita	Name: [redacted]
Title: Chief Executive Officer	Title: CEO / PRES
Date: Aug 22, 2018	Date: 8-23-18

EXHIBIT "A"
SITE PLAN & LEGAL DESCRIPTION