

SUPPLY AGREEMENT

This Purchasing Agreement (this “*Agreement*”), dated as of December 22, 2020 (the “*Effective Date*”), is entered into by and between [REDACTED], and KSGNF, LLC, a Florida limited liability company (“*Customer*,” and together with [REDACTED], each a “*Party*” and collectively as the “*Parties*”).

BACKGROUND:

WHEREAS, [REDACTED] holds a permit from the Florida Department of Health (the “*DOH*”) to grow, process and sell medical marijuana and has developed methods, processes, formulae for growing quality medical marijuana (the “*Products*”);

WHEREAS, Customer holds permits issued by the DOH to sell medical marijuana to patients and caregivers (collectively, “*Patients*”) at approved medical marijuana treatment centers (each, a “*Customer MMTC*” and collectively, the “*Customer MMTCs*”), and desires to sell the Products in its Customer MMTCs;

WHEREAS, [REDACTED] desires to sell the Products to the Customer in accordance with the terms of this Agreement; and

WHEREAS, Customer desires to purchase the Products from [REDACTED] for resale to its Patients, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby (unless otherwise specifically stated), agree and state as follows:

1. OBLIGATIONS OF THE PARTIES.

1.1 Customer Obligations. Customer shall purchase Products in the quantities described in this Agreement consistent with regulations promulgated by the Florida Department of Health Office of Medical Marijuana Use (the “*Regulations*”).

; and

1.2 [REDACTED] Obligations. [REDACTED] shall sell Products in the quantities described in this Agreement consistent with the Regulations and shall provide information concerning the Products as may be reasonably requested by Customer.

2. AGREEMENT TO PURCHASE AND SELL PRODUCTS.

2.1 Purchase Quantity. During the Term and subject to the terms of this Agreement, [REDACTED] shall sell, and Customer hereby agrees to purchase the Products, in intervals and in quantities set forth in each Purchase Order submitted to [REDACTED] from time to time and [REDACTED] shall make available for Customer’s purchase not less than one thousand five hundred pounds ([REDACTED]) of Products (the “*Purchase Cap*”) to be purchased in quantities pursuant to the

Purchase Orders. Prices charged by [REDACTED] to Customer for all Products shall be commensurate with the lowest wholesale prices offered to other [REDACTED] customers which shall be included in the Purchase Order. All prices shall be exclusive of all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on sales of the Products.

2.2 Purchase Orders.

(a) At any time following the approval of this Agreement by the DOH, [REDACTED] shall endeavor to submit a list of Products, including its Products, that may be immediately available for purchase by Customer (the "*Product List*"). At any time following receipt of the Product List, Customer may submit its Purchase Order to [REDACTED] by email in the form attached hereto as Schedule 2.2(a) (a "*Purchase Order*"). For purposes of this Agreement, any single Purchase Order may also be referred to as an "*Order*", and multiple Purchase Orders may also be referred to as "*Orders*."

(b) By placing a Purchase Order, Customer makes an offer to purchase Products under the terms and conditions of this Agreement. An Order shall list the Products to be purchased and the quantities and prices of the Products ordered.

(c) All orders for Products placed by Customer shall be subject to [REDACTED] acceptance by issuance of a written Order confirmation (the "*Order Confirmation*"), and upon [REDACTED] delivery of the Order Confirmation to the Customer, such Order will be binding on Customer and [REDACTED]. [REDACTED] acceptance of any Order is subject to the condition that Customer is, on the date fixed for pickup, in compliance with the payment terms described in Article 3. If, for any reason an Order contains a Product that is not available, [REDACTED] shall first recommend an alternative Product to substitute the unavailable Products in the Order which shall be Products of similar quality and pricing as determined by [REDACTED] in its reasonable discretion. At all times during the Term, [REDACTED] shall in good faith select replacement Products, as applicable, and otherwise periodically make available to Customer an updated Product List, in each case, to include Products that are consistent with Customer's past purchase history.

2.3 Acceptance and Rejection of Orders. [REDACTED] shall confirm acceptance or rejection of each Order to Customer in writing (whether by email, invoice or otherwise) within two (2) business days following [REDACTED] receipt of the Order. No Order shall be binding upon [REDACTED] unless accepted by [REDACTED] as provided in this Agreement.

3. PAYMENT TERMS.

3.1 Timing of Payments. Payment for the Products shall be due and payable upon Customer's acceptance of Products at [REDACTED] facility. All payments between the Parties shall be denominated in U.S. dollars.

4. SHIPMENT AND DELIVERY.

4.1 Terms of Shipment. Unless expressly agreed to by the Parties in writing:

(a) [REDACTED] shall make available the Products (subject to the applicable Purchase Order) to Customer for inspection 24 hours in advance of taking acceptance of the Products.

(b) Customer shall arrange for the transportation of Products from [REDACTED] facility to Customer MMTCs using DOH compliant standard methods for shipping; provided, that Spring Oaks agrees to ensure the Products are prepared for Customer's pick up within 7 days of the date of the Order Confirmation.

4.2 Inspection, Acceptance and Return of Products.

(a) Customer shall inspect the quantity of the Products made available by [REDACTED] during the twenty-four (24) hours following receipt of Products (the "*Inspection Period*"). Customer shall be deemed to have accepted the Products unless it notifies [REDACTED] in writing prior to the expiration of the Inspection Period by providing written evidence or other documentation as reasonably required by [REDACTED] that the Products applicable to a Purchase Order are non-conforming, non-compliant, defective, or were otherwise provided in error.

(b) If the Products are non-compliant under the Regulations, [REDACTED] shall replace the Products, if available, in accordance with the terms of this Agreement. If the Products are no longer available [REDACTED] shall, in Customer's sole discretion, (i) replace the Products with similar Products of [REDACTED], (ii) issue a credit memo, or (iii) refund the price for the Products in accordance with [REDACTED] return policy.

(c) If Customer so elects in accordance with clause (ii) of the foregoing subsection (b), [REDACTED] shall issue a credit for the price paid for such Products which shall automatically be applied against the next Order. [REDACTED] shall arrange for, and be responsible for the cost of, shipping Products that are non-conforming, defective, or sent in error back to [REDACTED] facility.

(d) [REDACTED] shall arrange for, and be responsible for the cost of, shipping a non-compliant Product back to [REDACTED] facility or mailing labels to Customer so that the Products can be returned to [REDACTED] facility to be brought into compliance with the Regulations. After receiving the return of the non-compliant Products, if applicable and available, [REDACTED] shall make replacement Products available at [REDACTED] expense for pick up on such date and time as designated by Customer.

4.3 Patient Returns. If a Patient returns a Product to a Customer MMTC, [REDACTED] agrees to issue a credit to Customer.

4.4 Recalls. [REDACTED] and Customer shall coordinate their efforts to initiate and complete recall procedures and any associated notifications in the event of a voluntary or mandatory recall of Products. [REDACTED] will reimburse, indemnify and hold Customer harmless from and against any and all liabilities, costs and expenses incurred in connection with any such recall.

4.5 Product Modifications. [REDACTED] agrees and acknowledges that upon receiving the Products sold in bulk that Customer may remove the Products from their original packaging and, modify and incorporate the Products into various form factors, and re-pack and label such Products for re-sale in accordance with applicable Regulations. [REDACTED] agrees and acknowledges that any such modifications and actions are not in violation of this Agreement.

4.6

5. TERM; TERMINATION.

5.1 Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions hereof, shall continue for an initial term which shall end on the earlier of: (i) the date that is the one (1) year anniversary of the Effective Date, or (ii) the date on which the Purchase Cap has been satisfied (the “*Term*”).

5.2 Renewal Option. The Parties may extend the term of this Agreement upon execution of an extension amendment mutually agreeable to the Parties.

5.3 Termination Rights.

(a) Either Party may terminate this Agreement, if the other Party:

(i) is in material breach of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured within thirty (30) days following receipt of written notice of such breach.

(ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law that is not dismissed within sixty (60) days following the date such petition is filed; seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; makes or seeks to make a general assignment for the benefit of its creditors; or applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business and such agent is not discharged within sixty (60) days.

(iii) has any of its Florida regulatory licenses revoked or suspended by the DOH, if such permit is required for the normal operation of such other Party’s business as contemplated herein.

(b) [REDACTED] may terminate this Agreement at any time if the Customer fails to pay any amount when due under this Agreement if such non-payment is not cured within five (5) business days following receipt of written notice from [REDACTED]

5.4 No Waiver. Termination by either Party of this Agreement does not waive any other rights or remedies such Party may have under this Agreement.

6. CONFIDENTIALITY AND NONDISCLOSURE.

6.1 Confidential Information.

(a) For purposes of this Agreement, “Confidential Information” means any and all information or material, whether oral, visual, in writing or in any other form, that, at any time before, on or after the Effective Date, has been or is provided, communicated or otherwise made known to the one Party (the “*Receiving Party*”) by or on behalf of the other Party (the “*Disclosing Party*”) pursuant to this Agreement or in connection with the transactions contemplated hereby or any discussions or negotiations with respect thereto; any data, ideas, concepts or techniques contained therein; and any modifications thereof or derivations therefrom..

(b) Subject to the provisions of Section 7.2 and Section 7.3, at all times during the period beginning on the Effective Date and ending on the later of the third (3rd) anniversary of the date of the Receiving Party’s receipt of the Confidential Information in question from the Disclosing Party or the first date on which this Agreement is no longer in effect, the Receiving Party (i) shall keep completely confidential and shall not publish or otherwise disclose any Confidential Information furnished to it by the Disclosing Party, except to those of the Receiving Party’s employees and representatives who have a need to know such information to perform such Party’s obligations or exercise its rights hereunder (and who shall be advised of the Receiving Party’s obligations hereunder and who are bound by confidentiality obligations with respect to such Confidential Information no less onerous than those set forth in this Agreement) (collectively, “*Recipients*”) and (ii) shall not use Confidential Information of the Disclosing Party directly or indirectly for any purpose other than performing its obligations or exercising its rights under this Agreement. The Receiving Party shall be jointly and severally liable for any breach by any of its Recipients of the restrictions set forth in this Agreement.

6.2 Exceptions to Confidentiality. The Receiving Party’s obligations set forth in this Agreement shall not extend to any Confidential Information of the Disclosing Party: (a) that is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like through no wrongful act, fault or negligence on the part of a Receiving Party or its Recipients; (b) that is received from a third-party without restriction and without breach of any obligation of confidentiality between such third-party and the Disclosing Party; (c) that the Receiving Party can demonstrate by competent evidence was already in its possession without any limitation on use or disclosure prior to its receipt from the Disclosing Party; (d) that is generally made available to third-parties by the Disclosing Party without restriction on disclosure; or (e) that the Receiving Party can demonstrate by competent evidence was independently developed by the Receiving Party.

6.3 Permitted Disclosures. Each Party and its Recipients may disclose Confidential Information to the extent that such disclosure is made in response to a valid order of a court of competent jurisdiction or other regulatory authority of competent jurisdiction; provided, however, that the Receiving Party shall first have given written notice to the Disclosing Party and given the Disclosing Party a reasonable opportunity to quash such order or to obtain a protective order requiring that the Confidential Information or documents that are the subject of such order be held

in confidence by such court or regulatory authority or, if disclosed, be used only for the purposes for which the order was issued; and provided further that if a disclosure order is not quashed or a protective order is not obtained, the Confidential Information disclosed in response to such court or governmental order shall be limited to that information which is legally required to be disclosed in such response to such court or governmental order; or shall notify the Disclosing Party immediately, and cooperate with the Disclosing Party as the Disclosing Party may reasonably request, upon the Receiving Party's discovery of any loss or compromise of the Disclosing Party's Confidential Information.

6.4 Use of Name and Disclosure of Terms. No press release, public announcement, confirmation or other communication to the public or third-parties regarding the existence or terms of this Agreement or related matters shall be made by either Party without the prior written consent of the other Party with respect to the form, content and timing of such press release, public announcement, confirmation or other communication to the public or third-parties.

6.5 Remedies. Each Party agrees that the unauthorized use or disclosure of any information by the Receiving Party in violation of this Agreement will cause severe and irreparable damage to the Disclosing Party. In the event of any violation of this Article 7, the Receiving Party agrees that the Disclosing Party shall be authorized and entitled to obtain from any court of competent jurisdiction injunctive relief, whether preliminary or permanent, without the necessity of proving irreparable harm or monetary damages, as well as any other relief permitted by applicable law. The Receiving Party agrees to waive any requirement that the Disclosing Party post bond as a condition for obtaining any such relief.

7. LIMITED WARRANTY. [REDACTED] WARRANTS THAT THE PRODUCTS WILL BE IN CONFORMITY WITH THE LAWS AND REGULATIONS OF THE STATE OF FLORIDA, INCLUDING BUT NOT LIMITED TO PACKAGING AND LABELING. SPRING OAKS WARRANTS THAT IT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT IT HOLDS, AND DURING THE TERM AND ANY EXTENDED TERM WILL HOLD, ALL LICENSES AND PERMITS TO ENABLE IT TO FULFILL ORDERS FOR DELIVERY TO CUSTOMER IN THE STATE OF FLORIDA. NEITHER [REDACTED] NOR ANY PERSON ON [REDACTED] BEHALF HAS MADE OR MAKES FOR CUSTOMER'S BENEFIT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE PRODUCTS BEYOND COMPLIANCE WITH THE LAWS AND REGULATIONS OF THE STATE OF FLORIDA, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY [REDACTED], OR ANY OTHER PERSON ON [REDACTED] BEHALF.

8. COMPLIANCE WITH LAWS. Customer and [REDACTED] shall at all times comply with all federal (unrelated to the Controlled Substances Act), state and local laws, ordinances, regulations and orders that are applicable to the operation of their business, and to this Agreement and Customer's and [REDACTED] performance hereunder. Without limiting the generality of the foregoing, Customer and [REDACTED] shall each at all times, at their own expense, obtain and

maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct their business relating to the exercise of their rights and the performance of their obligations under this Agreement.

9. INDEMNIFICATION; PRODUCT LIABILITY. Indemnification by [REDACTED]
Subject to the terms and conditions of this Agreement, [REDACTED] shall indemnify, defend, and hold Customer, its subsidiaries and affiliated companies, employees, officers, directors, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be) agents, representatives, consultants, and subcontractors (collectively, the “*Customer Indemnitees*”) harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including reasonable attorneys’ fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, relating to any claim of a third party (collectively, “[REDACTED]” arising out of or occurring in connection with: (a) [REDACTED] material breach of this Agreement; (b) allegations that [REDACTED] breached its agreement with a third-party or infringed upon a third-party’s intellectual property rights as a result of or in connection with entering into, performing under or terminating this Agreement; (c) any bodily injury or death of any Patient arising solely as a result of a defect in a Product when the Patient used the Product in the manner, dosage and for the purpose for which it was prescribed (a “*Product Liability Claim*”).

9.2 Indemnification by Customer. Subject to the terms and conditions of this Agreement, Customer shall indemnify, defend, and hold [REDACTED], its subsidiaries and affiliated companies, employees, officers, directors, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be) agents, representatives, consultants, and subcontractors (collectively, the “[REDACTED]”) harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including reasonable attorneys’ fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, relating to any claim of a third party (collectively, “*Customer Claims*”) arising out of or occurring in connection with: (a) Customer’s material breach of this Agreement; (b) Customer’s advertising or representations that warrant characteristics or performance of Products materially beyond that provided by the agreed specifications for the Products; or (c) allegations that Customer breached its agreement with a third party as a result of or in connection with entering into, performing under or terminating this Agreement.

9.3 Product Liability Insurance. [REDACTED] shall, during the term of this Agreement and for one (1) year after termination or expiration of this Agreement, obtain and maintain at its own cost and expense from a qualified insurance company product liability insurance providing protection against any and all claims, demands, and causes of action arising out of any defects, alleged or otherwise, of the Products purchased by Customer. The amount of coverage shall be a minimum of one million dollars (\$1,000,000) combined single limit coverage for each occurrence for bodily injury and/or for property damage. [REDACTED] agrees to name Customer as an additional insured on such policy and to furnish the Customer with a certificate of insurance evidencing such insurance coverage.

10. LIMITATION OF LIABILITY. Except in circumstances of gross negligence or intentional breach of this Agreement by a Party and except for a breach of Section 5.1 and Article 7 neither Party shall be liable to the other Party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, arising out of or relating to any breach of this Agreement, regardless of (a) whether the damages were foreseeable, (b) whether or not the Party was advised of the possibility of the damages, or (c) the legal or equitable theory (contract, tort, or otherwise) on which the claim is based. The limitations on liability under this Article shall not apply to violations of law, rules or regulations of any governmental authority, or third party claims.

11. MISCELLANEOUS.

11.1 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, and each accepted Purchase Order, constitute the sole and entire agreement of the Parties with respect to the subject matter hereof and (i) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgement or similar communication between the Parties before or during the term of this Agreement. No modifications to this Agreement will be binding unless in writing and signed by a duly authorized representative of each Party.

11.2 Survival of Obligations. The expiration or earlier termination of this Agreement for any reason shall be without prejudice to any rights or obligations of the Parties that shall have accrued prior to such expiration or termination. Such expiration or termination shall not relieve a Party from obligations that are expressly indicated to survive the expiration or earlier termination of this Agreement. Except as otherwise expressly provided herein, termination of this Agreement in accordance with the provisions hereof shall not limit remedies that may otherwise be available at law or in equity. Articles 4, 6, 7, 8, 9, and 11 of this Agreement shall survive expiration or earlier termination of this Agreement.

11.3 Notices. Ordinary business communications may be sent and received by mail, email, personal delivery, courier or other commercially reasonable means and shall be effective when received. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section 13.3). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested and postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the notice has complied with the requirements of this Section 13.3. Notice to [REDACTED] :

With a copy to:

Notice to Customer: KSGNF, LLC
Attn: Bret Kravitz
325 W. Huron Street, Suite 700
Chicago, IL 60654

E-mail: bkravitz@gtigrows.com

With a copy to: Locke Lord LLP
Attn: David F. Standa
111 South Wacker Drive
Chicago, IL 60606
E-mail: dstanda@lockelord.com

Notice shall be deemed delivered on receipt if delivered by hand or electronic mail, on the third business day after mailing if mailed by first class, registered or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.

11.4 Severability. Should any provision of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and any court having jurisdiction is specifically authorized and encouraged by the Parties to hold inviolate all portions of this Agreement that are valid and enforceable without consideration of any invalid or unenforceable portions hereof.

11.5 Amendments. No supplement, modification or amendment to this Agreement will be binding unless executed in writing by authorized representatives of the Parties hereto.

11.6 Waiver. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver. The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

11.7 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

11.8 Assignment. Neither Customer nor [REDACTED] shall assign, transfer, delegate, or subcontract any of their rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 11.8 shall be null and void.

11.9 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

11.10 Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person (including any Patient) any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement; provided,

however, the Parties hereby designate the [REDACTED] and the Customer Indemnities as third-party beneficiaries of Article 10 with the right to enforce such provision.

11.11 Governing Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

11.12 Jurisdiction, Venue, and Dispute Resolution. Each Party hereby submits itself to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

11.13 Further Assurances. Each Party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as the other Party may reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes hereof, or to better assure and confirm unto such other Party its rights and remedies under this Agreement.

11.14 Attorneys' Fees. The prevailing Party in any litigation arising from or relating to this Agreement shall be entitled to recover from the non-prevailing Party all costs and expenses, including attorneys' fees (which may include the reasonable value of the services of in-house counsel), incurred in the course of such proceedings.

11.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, PDF attachment to email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.16 Relationship of the Parties. The Parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between [REDACTED] and Customer. The relationship created hereby between the Parties is solely that of buyer and seller. If any provision of this Agreement is deemed to create a franchise relationship between the parties, then [REDACTED] may immediately terminate this Agreement.

11.17 Construction of Agreement. The terms and conditions of this Agreement have been negotiated by the Parties, each of which has had the opportunity to consult with counsel in connection with such negotiation. Consequently, the Parties agree that the terms and conditions of this Agreement shall not be construed against either of them.

11.18 Headings. The headings of the sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.



By: _____

GTI Florida, LLC

By: _____

Name: _____

Title: _____

SCHEDULE 2.2(a)
FORM OF PURCHASE ORDER