



COLUMBIA NATIONAL CREDIT APPLICATION

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|--|--|-----------------------------------|--|----------------------------|---------------------------|--|
| <input type="checkbox"/> INDIVIDUAL ACCOUNT: In one name and based solely on your own credit worthiness. Applicant, if married, may apply for an individual account. | | | <input type="checkbox"/> JOINT ACCOUNT: Is based on credit worthiness of both applicant and joint applicant. Both may use the account and will be liable and responsible for payments. Both must sign below. | | | |
| NOTICE: * Alimony, child support or separate maintenance need not be included or revealed if you do not wish to rely on it to obtain credit. | | | | | | |
| First Name | | Middle Initial | Last name | | Date of Birth | Social Security Number |
| Current Address | | | Apt | City | State | ZIP |
| | | | | | Home Phone Number () | |
| Previous Address (if current less than 3 years) | | | Apt | City | State | ZIP |
| | | | | | Cell Phone Number () | |
| Statement Mailing Address (if different from Current Address) | | | Apt | City | State | ZIP |
| | | | | | Other Phone Number () | |
| Residence: <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other | | Time at Residence Years Months | | Monthly Gross Income \$ | | Other Income* \$ |
| Current Employer | | Position | | Work Phone Number () | | Previous Employer (if current less than 1 yr) Position |

Authorized Buyer:

| | | | | | | | |
|------------|--|--|----------------|-----------|--|---------------------------|----------|
| First Name | | | Middle Initial | Last name | | Relationship to Applicant | MMJ ID # |
|------------|--|--|----------------|-----------|--|---------------------------|----------|

Co-Applicant (complete only if applying for joint account):

| | | | | | | | |
|---|--|------------------------------|----------------|--|-------|--|--------------------------|
| First Name | | | Middle Initial | Last name | | Date of Birth | Social Security Number |
| Current Address | | | Apt | City | State | ZIP | Home Phone Number () |
| Residence: <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other | | Time at Residence Yrs Mos | | Banking: <input type="checkbox"/> Checking <input type="checkbox"/> Savings | | Monthly Gross Income \$ | |
| | | | | | | Other Income* \$ | |
| Current Employer | | Position | | Work Phone Number () | | Previous Employer (if current less than 1 yr) Position | |

The information furnished on this application is complete and accurate, to the best of my knowledge. Columbia Care NY, LLC may investigate my credit record and obtain a consumer report in connection with this application and later in connection with an update, renewal, additional extension of credit, replacement or refinancing of an extension of credit or collection of the account, any other account I have with Columbia Care NY, LLC or otherwise as permitted or required by law. Upon request, I will be told whether or not a consumer report was requested and the name and address of the reporting agency that furnished that report. TO FIND OUT ABOUT CHANGES IN THE INFORMATION IN THE AGREEMENT ACCOMPANYING THIS APPLICATION, WRITE TO US AT COLUMBIA NATIONAL CREDIT, 4802 E. RAY ROAD, SUITE 23-221, PHOENIX, AZ 85044. **STATE LAW REQUIRES US TO GIVE THE FOLLOWING NOTICES: California Residents:** After credit approval, each applicant shall have the right to use an open-end credit plan to the extent of any limit we set and will be liable for all amounts of credit extended under the plan to any Joint Applicant. **Ohio Residents:** THE OHIO LAWS AGAINST DISCRIMINATION REQUIRE THAT ALL CREDITORS MAKE CREDIT EQUALLY AVAILABLE TO ALL CREDITWORTHY CUSTOMERS, AND THAT CREDIT REPORTING AGENCIES MAINTAIN SEPARATE CREDIT HISTORIES ON EACH INDIVIDUAL UPON REQUEST. THE OHIO CIVIL RIGHTS COMMISSION ADMINISTERS COMPLIANCE WITH THIS LAW. **New York Residents:** We have a security interest in goods costing more than \$200.00 until the full payment price of those goods is paid. **Wisconsin Residents:** If you are married and are applying for an individual Account, you may combine your and your spouse's financial information above. Marital Agreement Notice – No provision of a marital property agreement, unilateral statement under Sec. 766.59 Wis. Stats., or court decree under Sec. 766.70 Wis. Stats., will adversely affect our rights unless we are furnished a copy of the agreement, statement or decree, or we have actual knowledge of its terms before credit is granted or the account is opened. We are required to ask married residents of Wisconsin for the following information:

Name of Spouse: _____ Address of Spouse: _____

In addition, I consent 1) to be contacted about my account through any contact information I provide, including cell phone numbers, even if the number is on a Do Not Call list, and even if I am charged under my phone plan and 2) to the use of any automatic telephone dialing system and/or prerecorded message when contacted. BEFORE SIGNING BELOW, I (WE) HAVE READ THE DISCLOSURES THAT APPEAR ON THIS APPLICATION AND THE COLUMBIA NATIONAL CREDIT RETAIL INSTALLMENT CREDIT AGREEMENT, THE TERMS OF WHICH ARE INCORPORATED BY REFERENCE IN AND MADE A PART OF THIS APPLICATION, AND I (WE) HAVE RECEIVED A COPY OF THAT AGREEMENT.

| | | | | | | | |
|--|--|------------|--|-------------------------------------|--|------------|--|
| X _____ Primary Applicant's Signature | | _____ Date | | X _____ Co-Applicant's Signature | | _____ Date | |
| MMJ ID # | | | | Co-Applicant MMJ ID # | | | |

**Mail application to: COLUMBIA NATIONAL CREDIT
4802 E. RAY ROAD, SUITE 23-221
PHOENIX, AZ 85044**

Please call 1-800-830-7820 with any questions

FACTS

WHAT DOES COLUMBIA CARE DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- payment history and transaction history
- credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Columbia Care chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information | Does Columbia Care share? | Can you limit this sharing? |
|--|---------------------------|-----------------------------|
| For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | YES | NO |
| For our marketing purposes – to offer our products and services to you | YES | NO |
| For joint marketing with other financial companies | NO | We do not share. |
| For our affiliates' everyday business purposes – information about your transactions and experiences | NO | We do not share. |
| For our affiliates' everyday business purposes – information about your creditworthiness | NO | We do not share. |
| For our affiliates to market to you | NO | We do not share. |

What we do

How does Columbia Care protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Columbia Care collect my personal information?

We collect your personal information, for example, when you

- open an account or give us your contact information
- pay your bills or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Columbia Care does not share with affiliates.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Columbia Care does not share with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Columbia Care does not joint market.

Other important information

If you reside in CA or VT, we do not share information to market to you pursuant to joint marketing arrangements.

SUMMARY OF COLUMBIA NATIONAL CREDIT CHARGE ACCOUNT TERMS

| Interest Rate and Interest Charges | |
|--|--|
| Annual Percentage Rate (APR) for Purchases | 15.99% to 24.99%. This APR varies by state. See Paragraph 3 of the Retail Installment Credit Agreement for details. |
| How to Avoid Paying Interest On Purchase | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. |
| Minimum Interest Charge | None to \$0.50. The minimum interest charge varies by state. See Paragraph 5 of the Retail Installment Credit Agreement for Details. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore |
| Fees | |
| Annual Fee | None |
| Penalty Fees | Up to \$38. This fee varies by state. See Paragraph 11.B of the Retail Installment Credit Agreement for details. |
| <ul style="list-style-type: none"> Late Payment Returned Payment | Up to \$38. This fee varies by state. See Paragraph 11.A of the Retail Installment Credit Agreement for details. |

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases)” in all states except MN and NM; we use a method called “average daily balance (excluding new purchases)” in MN and NM. See the Retail Installment Credit Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Retail Installment Credit Agreement.

COLUMBIA NATIONAL CREDIT RETAIL INSTALLMENT CREDIT AGREEMENT

In this Columbia National Credit Retail Installment Credit Agreement (“Agreement”), the words “you” and “your” refer to any person who signs the Application for this Account or this Agreement, or has requested and is issued a Columbia National Credit credit card. “We”, “us” and “our” refer to Columbia Care NY, LLC, 745 Fifth Avenue, Suite 1701, New York, NY 10151, its subsidiaries and affiliates, and any person to whom this Agreement, your Account, and/or any amount due on your Account may be assigned. “Account” means your Columbia National Credit Account, which will be governed by this Agreement. “Authorized User” means any person you permit to use your Account or who has apparent authority to do so. “Card” means any access device or method by which the Account may be accessed, including the Account number. “APR” means Annual Percentage Rate. “Interest” and “Interest Charges” mean the periodic finance charges that are calculated pursuant to Paragraph 5.

1. Promise to Pay: You promise to pay us for all credit extended on this Account and all other amounts owed to us under the terms of this Agreement. You are responsible for any transactions you make or otherwise incur, and any transactions incurred by anyone else you have authorized to use this Account. You are also responsible for the use of each Card issued on this Account. You may request additional Cards on this Account for yourself or others, and you may permit an Authorized User to have access to the Card or Account number. However, if you do so, you must pay us for all charges made by those persons. See Paragraph 23 for details. When you sign the Application for this Account, you will be agreeing to everything written here. Therefore, before you sign the Application, you should read this entire Agreement. The information you provide on the Application that identifies you is incorporated in this Agreement by reference. This Agreement will not be effective unless and until we approve your Application.

2. Balances: Each transaction or group of transactions subject to the same terms (such as the applicable APR and duration) shall be considered part of the same balance. The balance subject to the Regular APR and the other regular terms set forth in this Agreement is your Account’s regular balance. We calculate your total regular balance each billing cycle by taking the regular balance for the prior billing cycle, adding any regular purchases, fees, Interest Charges, other finance charges, and other debits, and subtracting any payments or other credits, as of the closing date for that billing cycle. Balances subject to promotional terms are promotional balances. We calculate the total of any promotional balance by adding the promotional purchase for that balance and subtracting any payments allocated to that promotional balance or other credits. You authorize us to allocate any payment or credit among your regular and promotional balances in any manner, including in a manner that may be beneficial to us, except where otherwise prohibited by applicable law. The total of your regular balance and any promotional or other balances is the “New Balance” shown on your statement.

3. Your Regular Annual Percentage Rate: If Interest Charges (which are **FINANCE CHARGES**) are assessed during a billing cycle, we will use the following Annual Percentage Rate (the “Regular APR”) and corresponding monthly periodic rate, subject to any promotional terms:

| If you reside in the state of: | We apply the monthly periodic rate of: | ANNUAL PERCENTAGE RATE |
|------------------------------------|---|------------------------|
| AL | 1.75% to \$750.00 1.5% over \$750.00 | 21% 18% |
| AR | 1.4167% | 17% |
| CO, GA, IN, MS, OK, TN, TX, VT, WY | 1.75% | 21% |
| DC, MD | 2.0% | 24% |
| HI, MA, MN, NC | 1.5% | 18% |
| IL, NY | 1.3325% | 15.99% |

| If you reside in the state of: | We apply the monthly periodic rate of: | ANNUAL PERCENTAGE RATE |
|--------------------------------|---|------------------------|
| NE | 1.75% to \$499.99 1.5% for \$500.00 and more | 21% 18% |
| All other states | 2.0825% | 24.99% |

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this disclosure and a description of your payment obligation under this agreement orally, please call 1-877-571-4494.

4. How to Avoid Paying Interest on Purchases: Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest in any billing cycle in which payments received (and if required by law, credits issued) by the due date equal or exceed the "Balance Payable To Avoid Further Interest" shown on your billing statement. The "Balance Payable To Avoid Further Interest Charges" shown on your billing statement is your New Balance less any portion of a promotional balance for which payment is not required to avoid the imposition of Interest in a billing cycle.

5. Calculation of Interest: In all states except MN and NM, we calculate Interest Charges using the average daily balance method (including current transactions). In MN and NM, we calculate Interest Charges using the average daily balance method (excluding current transactions). We calculate interest separately for each balance on your Account subject to different terms (including APR and duration). We figure the Interest Charges by applying the applicable monthly periodic rate to the "average daily balance" for that balance. To get the average daily balance for a balance, we take the beginning balance each day, add any new transactions (except we do not add in any new transactions in MN and NM); subtract any payments or credits and any Late Payment Fees, any Returned Payment Fees, and/or unpaid Interest Charges; and make other adjustments. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. Any negative daily balance will be treated as zero. If Interest Charges are imposed and the total Interest that results from application of the above calculation to each balance is less than \$0.50, we will impose a minimum Interest Charge of \$0.50 (which is a **FINANCE CHARGE**). Furthermore, there is no minimum Interest Charge in AR, DC, IL, IA, MD, NE, NM, NC, and RI. You authorize us to round any calculation used to determine Interest Charges, including rounding that may cause minor variations in our favor. The applicable monthly periodic

rate for a balance is the applicable Annual Percentage Rate divided by twelve (12) and rounded to the fourth decimal place.

6. Minimum Payment: You agree to pay at least the "Minimum Payment" shown on your billing statement on or before its due date. Your total Minimum Payment is the sum of any minimum payment for your regular balance and for any other balance. We base your minimum payment for your regular balance on the highest "Regular Balance" (the New Balance less any balance with a separate minimum payment) on your Account since the Regular Balance was last reduced to zero (the "Highest Regular Balance"). Your balance is considered to be zero when opened or when there is a credit balance. We will recalculate the minimum payment if a subsequent return is made, and the Regular Balance is below the Highest Regular Balance. The minimum payment for your regular balance will be calculated as follows, except any minimum payment in excess of \$40.00 will be rounded up to the nearest \$1.00 increment, and the minimum payment for your regular balance will never exceed the Regular Balance:

| Highest Regular Balance | Minimum Payment |
|-------------------------|--------------------------------|
| Up to \$400.00 | \$40.00 |
| \$400.01 & Up | 10% of Highest Regular Balance |

7. Promotional Terms: At our sole discretion, we may offer you promotional terms for a new purchase or for an existing balance. Any promotion will be subject to the terms of the promotional offer and this Agreement.

8. Payments: All payments must be mailed or delivered to us at the address shown on the front of the billing statement and accompanied by the payment slip. You must pay us in U.S. dollars drawn on funds on deposit in the United States using a check or similar instrument that will be processed and honored by your bank. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. We credit your payments in accordance with our payment instructions on the billing statement.

9. Legal Notices: All notices, including notices relating to legal actions, bankruptcy notices, and any notice to us that you are represented by counsel in connection with your debt to us, must be sent to us at Columbia National Credit, 4802 E. Ray Rd., Suite 23-221, Phoenix, AZ 85044. If these notices are sent to any other address, it will not satisfy any notice requirement under this Agreement or any other legal requirement that you provide notice to us.

10. Arbitration for Disputes- No Jury Trials or Class Actions: This paragraph describes how all Claims (as defined in subparagraph A below) will be arbitrated, at the election of you or us, on an individual (non-class, non-representative) basis instead of litigated in court. If you are a "Covered Borrower" as determined in accordance with the safe harbor provisions in the Military Lending Act and its implementing regulations, you are not required to submit to arbitration.

A. The term "Claim" means any claim, dispute, or controversy between you and us arising from or relating to your Card, your Account, or this Agreement as well as any

related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this arbitration provision or the Agreement. Claims arising in the past, present, or future, including Claims arising before the opening of your Account, are subject to arbitration. "Claim" includes, without limitation, claims that arise from or relate to any application for your Account or any advertisements, promotions, or statements related to your Account or goods or services that may be financed in connection with your Account. For purposes of this arbitration provision, "you" and "us" also includes any corporate affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of "Claims". "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims, third-party claims, and claims based upon contract, tort, fraud, and other intentional torts, statutes, regulations, common law, and equity. Claims and remedies sought as part of a class action, private attorney general action, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. "Claim" also includes claims by or against any third party relating to or arising from your Card, your Account, or this Agreement. The term "Claim" is to be given the broadest possible meaning that will be enforced. "Administrator" means the American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879; or JAMS, 1920 Main St., Suite 300, Irvine, CA 92614, www.jamsadr.com, (949) 224-1810.

B. We OR you have the right to require that each Claim be resolved by arbitration on an individual (non-class, non-representative) basis. A Claim will be arbitrated if (1) both we and you or (2) only one or the other of we or you, exercise the right to require that the Claim be arbitrated. If, for example, we exercise our right to require that the Claim be resolved by arbitration, but you do not also exercise your right to require that the Claim be arbitrated, the Claim will be resolved by arbitration. If neither we nor you request arbitration, the Claim will not be resolved by arbitration and instead will be litigated in court. We will not elect arbitration for any Claim you file in small claims court, so long as the Claim is individual and pending only in that court. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards or decisions is limited to you and us alone. Furthermore, Claims between you and us may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. However, applicants, co-applicants, authorized users on a single Account, or corporate affiliates are considered one person for the purposes of this paragraph. No arbitration award will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration. This arbitration provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act ("FAA") (9 U.S.C. § 1, et seq.).

C. If we or you request arbitration of a Claim, we and you will not have the right to litigate the Claim in court. This means (1) there will be no jury trial on the Claim, (2) there will be no pre-arbitration discovery except as the Administrator's rules permit, and (3) no Claim may be arbitrated on a class-action, private attorney general, or other representative basis, and neither we nor you will have the right to participate as a representative or member of any class or group of claimants pertaining to any Claim subject to arbitration. We or you may elect to arbitrate any Claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

D. The party initiating an arbitration shall select an Administrator from the organizations listed above. If none of the Administrators listed above will accept the arbitration, the arbitration will be administered by an administrator, or adjudicated by an arbitrator, upon which you and we agree in writing. The arbitration shall be governed by the procedures and rules of the Administrator and this Agreement, which need not apply federal, state or local rules of procedure and evidence. The Administrator's procedures and rules may limit the discovery available to you or us. You can obtain a copy of an Administrator's procedures and rules by contacting the Administrator. A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years of experience or a retired or former judge, selected in accordance with the rules of the Administrator. In the event of any conflict or inconsistency between this arbitration provision and the Administrator's rules or other provisions of this Agreement, this arbitration provision will govern. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. Arbitration hearings for Claims by or against you will take place in the federal judicial district in which you reside. If you make a request to us in writing, we will temporarily advance to you the filing, administrative, and hearing fees for the arbitration of your Claim against us (but not if the Claim is against you) in excess of any filing fee you would have been required to pay to file the Claim in a state or federal court (whichever is less) in the judicial district in which you reside. At the end of the arbitration, the arbitrator will decide if you have to repay the advance (and if you do have to repay, you agree to do so). Unless applicable law requires otherwise, we will pay our, and you will pay your, lawyers', experts', and witnesses' fees. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award.

E. Judgment upon the arbitrator's award may be entered in any court with jurisdiction. The arbitrator's decision regarding any claims will be final and binding, except for any appeal right under FAA. The appealing party will pay the appeal costs. This agreement to arbitrate shall survive any suspension, termination, revocation or closure of the Agreement or your Account, and any bankruptcy to the extent consistent with applicable

bankruptcy law.

F. If any part of this arbitration provision cannot be enforced, the rest of the arbitration provision will continue to apply. However, an arbitrator cannot enlarge his or her authority over the adjudication of Claims beyond that provided by this arbitration provision by enforcing only part of this arbitration provision. If an arbitrator determines that applicable law requires this arbitration provision to be enforced in a way that would result in greater authority over Claims than otherwise allowed, such as the adjudication of claims on a class or representative basis, then the arbitrator must decline to hear the dispute and shall refer the parties to a court or other body with sufficient authority. In the event of any conflict or inconsistency between this arbitration provision and the Administrator's rules or other provisions of this Agreement, this arbitration provision will govern.

11. Fees:

A. Returned Payment Fee: If any check, instrument, or electronic authorization used to pay us is not honored upon first presentment, (for residents of MD, second presentment), even if the check, instrument or electronic authorization is later honored, we may charge you a Returned Payment Fee. Except as set forth for specified states below, this fee is up to \$38.00. The fee charged generally will be the highest amount permitted by law, subject to the specified maximum. This means that the fee generally will not exceed the amount of the required minimum payment due immediately prior to the date on which the payment is returned. In addition, the first time you make a payment that is returned, the fee will not exceed \$27.00. If you make another payment that is returned during the next six billing cycles, the fee will not exceed \$38.00.

| State | Maximum Returned Payment Fee |
|--|---|
| AK, KY, LA, ME, NH, ND, OH, SD, VA, WA, WI | \$38.00 |
| AL, AR, HI, KS, MN, MT, SC, TN, TX | \$30.00 |
| AZ, CO, IL, IN, MI, NV, NC, OK, RI, WV | \$25.00 |
| CA, MD, MO | \$15.00 |
| CT, ID, IA, NJ, NY, UT | \$20.00 |
| FL | Greater of 5% of amount of payment or \$25.00 (max \$38.00) |
| GA | Greater of 5% of amount of payment or \$30.00 (max \$38.00) |
| OR | \$35.00 |
| DC, DE, MA, MS, NE, NM, PA, VT, WY | None |

We will add any Returned Payment Fee to your Account's regular balance.

B. Late Payment Fee: If we do not receive your minimum payment by its due date (or within seven (7) days in VA; within ten (10) days in AL, AZ, CO, DC, FL, GA, HI, ID, IL, IN, KS, KY, MI, MN, MO, MT, NE, NJ, NY, OK, SC, WV, and WY; within fifteen (15) days in CA, ME, and MA; within twenty-one (21) days in TX; within thirty (30) days in

NC; and within forty (40) days in RI), we will impose a Late Payment Fee. The maximum fee is set forth below. The fee charged generally will be the highest amount permitted by law. This means that the fee generally will not exceed the amount of the required minimum payment due immediately prior to the assessment of the fee. In addition, the first time you pay late, the fee will not exceed \$27.00. If you pay late again during the next six billing cycles, the fee will not exceed \$38.00.

| State | Maximum Late Payment Fee |
|--|--|
| AK, AR, CT, HI, LA, MD, MI, MN, MS, NV, NH, NY, ND, OH, OR, PA, SD, WI | \$38.00 (except \$29.00 if the outstanding balance is \$249.99 or less) |
| AL | 5% of amount past due but not more than \$38.00 and not less than \$18.00 |
| AZ, KS | \$10.00 (except \$5.00 if the minimum payment is \$5.00 to \$25.00) |
| CA, CO, DC, IA | \$15.00 |
| DE, NM, TN, VT | None |
| FL, MT, NJ, TX | \$10.00 |
| GA | \$25.00 |
| ID | Greater of 5% of amount past due or \$15.00 (but not to exceed \$38.00) |
| IL, KY, WY | Greater of 5% of amount past due or \$10.00 (but not to exceed \$38.00) |
| IN | \$18.50 |
| ME | Lesser of 5% of amount past due or \$10.00 |
| MA | Lesser of 10% of outstanding balance or \$10.00 |
| MO | \$10.00 (except \$5.00 if the minimum payment is \$5.00 to \$24.99) |
| NE | Greater of 5% of amount past due or \$5.00 (but not to exceed \$38.00) |
| NC | \$10.00 (except \$5.00 if the outstanding balance is under \$100.00) |
| OK | The greater of 5% of the unpaid amount of the installment or \$24.50 (not to exceed \$38.00) |
| RI | \$12.00 |
| SC | 5% of amount past due, but not more than \$18.00 and not less than \$7.20 |
| UT | Greater of 5% of amount past due or \$30.00 (but not to exceed \$38.00) |
| VA | 5% of amount of installment (but not to exceed \$38.00) |

| State | Maximum Late Payment Fee |
|-------|---|
| WA | \$38.00 (except 10% of the average daily balance for prior 30-day period, but not less than \$2.00, if the balance is less than \$100.00) |
| WV | 5% of amount past due, but not to exceed \$30.00 |

We will add any Late Payment Fee to your Account's regular balance.

12. Security Interest. You grant us a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price (except in CT, MO (on any purchase under \$150.00), and NY (on any purchase under \$200.00)) until such item of merchandise is paid for in full (in NY, not to exceed five (5) years from date the purchase is posted to your Account). Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, your payments will be allocated first to any unpaid insurance premium, next to any unpaid Late Payment Fees, any unpaid Returned Payment Fees, any unpaid Interest, and any other unpaid fees or charges, then to pay off each purchase in the order in which the purchase was made.

13. Default/Collection Costs: If you fail to pay any minimum payment when due, or if the prospect of payment, performance, or realization of collateral is significantly impaired, to the extent permitted by applicable law it will be a default, and subject to any right you may have under state law to receive notice of and to cure such a default, we may declare the entire unpaid balance on the Account due and payable (except in WI you will not be in default until you fail to make a minimum payment on two occasions within a twelve (12) month period). We also may repossess any article of merchandise in which we still retain a security interest, but we will do so only in the manner and to the extent permitted by applicable law. If the Account is referred to an attorney who is not our salaried employee and we bring a suit against you to collect the amount you owe, in addition to the full amount owed and any court costs, you agree to pay all reasonable attorney's fees to the extent permitted by applicable law. **Notice to New Hampshire Residents:** We will pay your reasonable attorney's fees if you prevail in a suit we bring against you or if you prevail in a suit you bring against us under this agreement. If you successfully assert a partial defense or counterclaim, the court may withhold part or all of any attorney's fees to which we may be entitled.

14. Down Payments, Limiting Your Credit, or Closing Your Account: You have the right to close your Account at any time, for any reason. You will still be liable for any balances owed. We may limit or terminate the use of your Account and/or raise or lower your credit limit at any time and for any reason without advance notice to you. On some transactions, we may require a down payment. Some purchases will require our prior authorization, in which case you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if this happens. We are not responsible for the refusal of anyone to accept or honor a Card associated with

this Account. All Cards we issue remain our property and, if requested, you agree to return any Card issued to you. We may, at our discretion, permit you to make a purchase in excess of your stated credit limit. If we do so, this will not permanently increase your credit limit.

15. Change in This Agreement: To the extent permitted by law, we may change any term of this Agreement, including any Annual Percentage Rate or fee, as well as add and/or subtract terms. We will furnish you notice of the change to the extent required by law. If permitted by applicable law, any new terms may at our option be applied to any balance existing on the Account at the time of change, as well as to any subsequent transactions.

16. Credit Investigation: You authorize us to investigate your credit history by obtaining consumer reports and by making direct inquiries of businesses where you have accounts and where you work. We may request a consumer report from consumer reporting agencies in considering your application for this Account or any other account you have with us and later in connection with an update, renewal, extension of credit or collection of the Account or any other account you have with us. Upon your request we will disclose whether a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. **We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected on your credit report.** If you believe that we have reported inaccurate information to a consumer reporting agency, write to us at the Customer Service address listed on your billing statement and we will investigate the matter.

17. No Waiver by Us: We may, without notice to you, delay or refrain from enforcing our rights under this Agreement without losing them (e.g., we may extend the time to make some payments without extending the time to make other payments, accept late or partial payments without waiving our right to have future payments made when they are due, and/or waive any charge or fee without losing our right to impose that charge or fee when it is due under this Agreement).

18. Customer Communications: You agree that your calls with us may be monitored and/or recorded and that we (or anyone acting on our behalf) may contact you from time to time regarding your Account (including for collections purposes). You further agree that all of our contacts with you may be made via email, text message or with an automated dialing and announcing or similar device and/or an artificial voice or prerecorded message. You also agree that we may contact you at any telephone number you provide to us, even if you are charged by your service provider, whether a residential or business number, even if that number is on a Do Not Call list, is a wireless, cellular or mobile number; is converted to a mobile/wireless number; or connects to any type of mobile/wireless device. You agree that any consent you provide will survive termination of your Account. To opt out of these contacts, you may call Customer Service at 1-800-830-7820.

19. Governing Law: This Agreement and your Account and any claim, dispute, or controversy arising from or relating to this Agreement or your Account are governed, to the extent applicable, by U.S. federal law and the law of the state of your billing address when this Account was opened or, for non-U.S. residents, the law of the state where the Account was opened (without regard to conflicts of laws principles), unless we receive written notice that you have moved to another U.S. state pursuant to Paragraph 20. If we receive notice of a change in your billing address, except for any Annual Percentage Rate (and corresponding monthly periodic rate) applicable to any outstanding balance, the terms applicable to the state of your new billing address will apply to all balances on your Account after we receive written notice of your new address. Any Annual Percentage Rate (and corresponding monthly periodic rate) applicable to a balance outstanding prior to notification of a change in billing address will continue to apply to such balance until it is paid off.

20. Change of Address or Other Contact Information: You agree to notify us promptly in writing of any changes to your billing address, phone number, email address, and other contact information. Until we receive written notice of your new billing address or email address, if you have elected to receive notices electronically, we will continue to send billing statements and other notices to the address we have on file for your Account. Subject to Paragraph 19, we deem you to reside at the billing address we have on file for the purpose of applying terms that vary with your state of residence.

21. Assignment: We may sell, transfer, or assign our rights or obligations under this Agreement without prior notice to you. You may not sell, transfer, or assign your rights or obligations under this Agreement or your Account.

22. Liability for Unauthorized Use: You agree to notify us promptly if your Card is lost or stolen, or of the unauthorized use of your Card, by writing to us at Columbia National Credit, 4802 E. Ray Rd., Suite 23-221, Phoenix, AZ 85044 or by calling us at 1-800-830-7820. If you orally give us notice, you agree to confirm in writing. You may be liable for unauthorized use of your Card prior to your notification of us. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or unauthorized use and, in any case, your liability will not exceed \$50.00.

23. Authorized Users: You may request additional Cards on your Account, and you may permit an Authorized User to have access to a Card. However, if you do, you are responsible for all charges made by the Authorized User, including charges for which you may not have intended to be responsible. You must notify us to revoke an Authorized User's permission to use your Account. If you do so, we may close the Account and issue a new Card or Cards with a different Account number.

24. Military Lending Act Compliance: This Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest and fees. For Accounts opened on or after October 3, 2017, if you are a Covered Borrower as determined in accordance with the safe harbor provisions in the Military Lending Act and its implementing regulations: (a) Section 10 regarding arbitration shall not apply to you; (b) any interest or fees in excess of the permitted limit

shall be reduced by the amount necessary to satisfy that limit and any amounts collected in excess of the permitted limit shall be refunded by crediting your Account or by making a direct payment to you; and (c) any other provision of this Agreement that is inconsistent with the Military Lending Act shall not apply to you.

Notice to District of Columbia Residents: A financial benefit inures to the seller by way of commission or rebate resulting from your purchase of the Credit Insurance coverage on this Account.

Notice to Florida Residents: The Annual Percentage Rates shown above are authorized by Chapter 655 of the Florida Statutes.

Notice to Maryland Residents: This Account is governed by Subtitle 9, Title 12 of the Maryland Commercial Law Article.

Notice to Michigan Residents: The seller retains a security interest in the subject matter of this Agreement.

Notice to Pennsylvania Residents: This is a Security Agreement.

Notice to Texas Residents: For questions or complaints about this contract, contact Columbia National Credit at 1-800-830-7820. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO THE BUYER: 1. DO NOT SIGN THE APPLICATION AND/OR THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY

BLANK SPACES. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT. 3. YOU MAY AT ANY TIME PAY THE TOTAL BALANCE OUTSTANDING UNDER THIS AGREEMENT WITHOUT INCURRING ANY ADDITIONAL CHARGE. 4. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. 5. YOU MAY UNDER CERTAIN CIRCUMSTANCES REDEEM THE PROPERTY, IF REPOSSESSED BECAUSE OF YOUR DEFAULT, AND YOU MAY, UNDER CERTAIN CONDITIONS, REQUIRE A RESALE OF THE PROPERTY REPOSSESSED. 6. THE SELLER HAS NO RIGHT TO UNLAWFULLY ENTER YOUR PREMISES OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT. ADDITIONAL NOTICE FOR MASSACHUSETTS AND WASHINGTON RESIDENTS: 7. YOU MAY CANCEL A PURCHASE UNDER THIS AGREEMENT IF IT HAS BEEN SIGNED BY A PARTY THERETO AT A PLACE OTHER THAN THE ADDRESS OF THE SELLER, WHICH MAY BE ITS MAIN OFFICE OR BRANCH THEREOF; PROVIDED, YOU NOTIFY THE SELLER IN WRITING AT ITS MAIN OFFICE OR BRANCH, BY ORDINARY MAIL POSTED, BY TELEGRAM SENT OR BY DELIVERY, NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING A PURCHASE UNDER THIS RETAIL INSTALLMENT CREDIT AGREEMENT.

YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CREDIT AGREEMENT.

Buyer _____
SIGNATURE

Co-Buyer _____
SIGNATURE

Seller-Creditor _____
David Hart, Chief Operating Officer
Columbia Care NY, LLC
745 Fifth Avenue, Suite 1701
New York, NY 10151

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Columbia National Credit
4802 E. Ray Rd., Suite 23-221
Phoenix, AZ 85044

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address listed above.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you of our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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