



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282081
Original Issued Date: 07/20/2020
Issued Date: 08/11/2022
Expiration Date: 08/13/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: berkley botanicals llc

Phone Number: 215-277-1410
Email Address: m.radebach@berkleybotanicals.com

Business Address 1: 44 county street
Business City: berkley
Business State: MA
Business Zip Code: 02779
Mailing Address 1: 50 County Street
Mailing City: Berkley
Mailing State: MA
Mailing Zip Code: 02779

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 20
Role: Owner / Partner
Percentage Of Control: 20
Other Role:

First Name: Austin	Last Name: Meehan	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 20	Percentage Of Control: 20	
Role: Owner / Partner	Other Role:	
First Name: Anthony	Last Name: DePaul	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 7	Percentage Of Control: 7	
Role: Owner / Partner	Other Role:	
First Name: Vipul	Last Name: Patel	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)		
Specify Race or Ethnicity: Asian Indian		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 13.5	Percentage Of Control: 13.5	
Role: Owner / Partner	Other Role:	
First Name: Vishal	Last Name: Patel	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)		
Specify Race or Ethnicity: Asian Indian		

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 13.5	Percentage Of Control: 13.5	
Role: Owner / Partner	Other Role:	
First Name: Utkarsh	Last Name: Patel	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)		
Specify Race or Ethnicity: Asian Indian		

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 10.5	Percentage Of Control: 10.5	
Role: Owner / Partner	Other Role:	
First Name: Matthew	Last Name: Radebach	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 7	Percentage Of Control: 7
Date generated: 04/05/2023	

Role: Owner / Partner	Other Role:	
First Name: Justin	Last Name: Moriconi	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 8

Percentage Of Ownership: 4.5	Percentage Of Control: 4.5	
Role: Owner / Partner	Other Role:	
First Name: Theodore	Last Name: Flowers	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 9

Percentage Of Ownership: 1.37	Percentage Of Control: 1.37	
Role: Owner / Partner	Other Role:	
First Name: Nicole	Last Name: Stermer	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 10

Percentage Of Ownership: 1.37	Percentage Of Control: 1.37	
Role: Owner / Partner	Other Role:	
First Name: Christina	Last Name: Casile	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 11

Percentage Of Ownership: 1.25	Percentage Of Control: 1.25	
Role: Owner / Partner	Other Role:	
First Name: Ryan	Last Name: Young	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100	Percentage of Ownership: 100	
Entity Legal Name: Berkeley Blooms, LLC	Entity DBA:	DBA City:
Entity Description: Berkeley Blooms, LLC was created in accordance with the laws of the Commonwealth of Massachusetts to operate as a licensed cannabis cultivator, manufacturer, and retailer.		
Foreign Subsidiary Narrative: None.		

Entity Phone:	Entity Email:	Entity Website: None
Entity Address 1:		Entity Address 2:
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:		Entity Mailing Address 2:
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:

Relationship Description: Berkley Blooms LLC was formed solely as the investment and operating member of Berkley Botanicals, LLC.

Berkley Blooms retains its 100% membership interest in Berkley Botanicals.

Entity with Direct or Indirect Authority 2

Percentage of Control: 40	Percentage of Ownership: 40	
Entity Legal Name: Prophecy Holdings, LLC	Entity DBA:	DBA City:

Entity Description: Prophecy Holdings, LLC was created in accordance with the laws of the Commonwealth of Pennsylvania solely to operate as a Member of Berkeley Blooms, LLC.

Foreign Subsidiary Narrative: None.

Entity Phone:	Entity Email:	Entity Website: None
Entity Address 1:		Entity Address 2:
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:		Entity Mailing Address 2:
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:

Relationship Description: Prophecy Holdings, LLC was created solely as an investor in Berkley Blooms, LLC and maintains its 40% ownership interest in same.

Berkley Blooms, LLC owns 100% of Berkley Botanicals, LLC.

Entity with Direct or Indirect Authority 3

Percentage of Control: 27	Percentage of Ownership: 27	
Entity Legal Name: VP MA Health & Wellness, LLC	Entity DBA:	DBA City:

Entity Description: VP MA Health & Wellness, LLC was created in accordance with the laws of the Commonwealth of Pennsylvania solely to operate as a Member of Berkeley Blooms, LLC.

Foreign Subsidiary Narrative: None.

Entity Phone:	Entity Email:	Entity Website: None
Entity Address 1:		Entity Address 2:
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:		Entity Mailing Address 2:
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:

Relationship Description: VP MA Health & Wellness, LLC was created solely as an investor in Berkley Blooms, LLC and maintains its 27% ownership interest in same.

Berkley Blooms, LLC owns 100% of Berkley Botanicals, LLC.

Entity with Direct or Indirect Authority 4

Percentage of Control: 14.25	Percentage of Ownership: 14.25
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Entity Legal Name: MFlow MA, LLC	Entity DBA:	DBA City:
Entity Description: MFlow MA, LLC was created in accordance with the laws of the Commonwealth of Pennsylvania solely to operate as a Member of Berkeley Blooms, LLC.		
Foreign Subsidiary Narrative: None.		
Entity Phone:	Entity Email:	Entity Website: none
Entity Address 1:	Entity Address 2:	
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description: MFlow MA, LLC was created solely as an Operating Member of Berkley Blooms, LLC and maintains its 14.5% ownership interest in same.		
Berkley Blooms, LLC owns 100% of Berkley Botanicals, LLC.		

Entity with Direct or Indirect Authority 5

Percentage of Control: 7	Percentage of Ownership: 7
Entity Legal Name: Restore IWC MA, LLC	Entity DBA: DBA City:
Entity Description: Restore IWC MA, LLC was created in accordance with the laws of the Commonwealth of Pennsylvania solely to operate as a Member of Berkeley Blooms, LLC.	
Foreign Subsidiary Narrative: None.	
Entity Phone:	Entity Email: Entity Website: none.
Entity Address 1:	Entity Address 2:
Entity City:	Entity Zip Code:
Entity Mailing Address 1:	Entity Mailing Address 2:
Entity Mailing City:	Entity Mailing Zip Code:
Relationship Description: Restore IWC MA, LLC was created solely as an Operating Member in Berkley Blooms, LLC and maintains its 7% ownership interest in same.	
Berkley Blooms, LLC owns 100% of Berkley Botanicals, LLC.	

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner		
Owner First Name: Christina	Owner Last Name: Casile	Owner Suffix:
Entity Legal Name: Design 710, LLC	Entity DBA: none	
Entity Description: Interior Design Firm/Medical Marijuana Dispensary (permit awarded 12/07/2021 - under construction)		
Entity Phone: 215-696-0231	Entity Email:	Entity Website: design710.com

christina@design710.com

Entity Address 1: 2016 OLD WELSH ROAD

Entity Address 2:

Entity City: ABINGTON

Entity State: PA

Entity Zip Code: 19001

Entity Country: United States of America

Entity Mailing Address 1: 2016 OLD WELSH ROAD

Entity Mailing Address 2:

Entity Mailing City: Abington

Entity Mailing State: PA

Entity Mailing Zip Code: 19001

Entity Mailing Country: United States of America

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Nicole

Owner Last Name: Stermer

Owner Suffix:

Entity Legal Name: Design 710, LLC

Entity DBA: none

Entity Description: Interior Design Firm/Medical Marijuana Dispensary (permit awarded 12/07/2021 - under construction)

Entity Phone:

215-696-0231

Entity Email:

christina@design710.com

Entity Website: design710.com

Entity Address 1: 2016 Old Welsh Road

Entity Address 2:

Entity City: Abington

Entity State: PA

Entity Zip Code: 19001

Entity Country: United States of America

Entity Mailing Address 1: 2016 Old Welsh Road

Entity Mailing Address 2:

Entity Mailing City:

Abington

Entity Mailing State: PA

Entity Mailing Zip Code:

19001

Entity Mailing Country: United States of America

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Vipul

Owner Last Name: Patel

Owner Suffix:

Entity Legal Name: Restore Integrative Wellness Center LLC

Entity DBA: Restore IWC or Restore

Entity Description: Pennsylvania licensed and operational medical marijuana dispensaries

Entity Phone: 843-602-0395

Entity Email:

rstanley@restoreiwc.com

Entity Website: restoreiwc.com

Entity Address 1: 8080 Old York Road Suite 225

Entity Address 2:

Entity City: Elkins Park

Entity State: PA

Entity Zip Code: 19027

Entity Country: USA

Entity Mailing Address 1: 8080 Old York Road Suite 225

Entity Mailing Address 2:

Entity Mailing City: Elkins Park

Entity Mailing State: PA

Entity Mailing Zip Code:

19027

Entity Mailing Country: USA

Business Interest in Other State 4

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Vishal

Owner Last Name: Patel

Owner Suffix:

Entity Legal Name: Restore Integrative Wellness Center LLC

Entity DBA: Restore IWC or Restore

Entity Description: Pennsylvania licensed and operational medical marijuana dispensaries (6)

Entity Phone: 843-602-0395

Entity Email:

rstanley@restoreiwc.com

Entity Website: restoreiwc.com

Entity Address 1: 8080 Old York Road Suite 225

Entity Address 2:

Entity City: Elkins Park

Entity State: PA

Entity Zip Code: 19027

Entity Country: USA

Entity Mailing Address 1: 8080 Old York Road Suite 225

Entity Mailing Address 2:

Entity Mailing City: Elkins Park

Entity Mailing State: PA

Entity Mailing Zip Code:

Entity Mailing Country:

19027

USA

Business Interest in Other State 5**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner**Owner First Name:** Vipul**Owner Last Name:** Patel**Owner Suffix:****Entity Legal Name:** Restore NJ LLC**Entity DBA:** Restore**Entity Description:** New Jersey Medical Marijuana Dispensary Permittee (under construction)**Entity Phone:** 843-602-0395**Entity Email:**

rstanley@restoreiwc.com

Entity Website: restoreiwc.com**Entity Address 1:** 300 William Dalton Drive**Entity Address 2:****Entity City:** Glassboro**Entity State:** NJ**Entity Zip Code:** 08028**Entity Country:** USA**Entity Mailing Address 1:** 8080 Old York Road Suite 225**Entity Mailing Address 2:****Entity Mailing City:** Elkins Park**Entity Mailing State:** PA**Entity Mailing Zip Code:**

19027

Entity Mailing Country:

USA

Business Interest in Other State 6**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner**Owner First Name:** Vishal**Owner Last Name:** Patel**Owner Suffix:****Entity Legal Name:** Restore NJ LLC**Entity DBA:** Restore**Entity Description:** New Jersey Medical Marijuana Dispensary Permittee (under construction)**Entity Phone:** 843-602-0395**Entity Email:**

rstanley@restore.com

Entity Website: restoreiwc.com**Entity Address 1:** 300 William Dalton Drive**Entity Address 2:****Entity City:** Glassboro**Entity State:** NJ**Entity Zip Code:** 08028**Entity Country:** USA**Entity Mailing Address 1:** 8080 Old York Road Suite 225**Entity Mailing Address 2:****Entity Mailing City:** Elkins Park**Entity Mailing State:** PA**Entity Mailing Zip Code:**

19027

Entity Mailing Country:

USA

DISCLOSURE OF INDIVIDUAL INTERESTS**Individual 1****First Name:** Anthony**Last Name:** DePaul**Suffix:****Marijuana Establishment Name:** Sanctuary Medicinals LLC**Business Type:** Marijuana Retailer**Marijuana Establishment City:** Woburn**Marijuana Establishment State:** MA**Individual 2****First Name:** Austin**Last Name:** Meehan**Suffix:****Marijuana Establishment Name:** Sanctuary Medicinals LLC**Business Type:** Marijuana Retailer**Marijuana Establishment City:** Woburn**Marijuana Establishment State:** MA**MARIJUANA ESTABLISHMENT PROPERTY DETAILS****Establishment Address 1:** 44 county street**Establishment Address 2:****Establishment City:** Berkley**Establishment Zip Code:** 02779**Approximate square footage of the Establishment:** 24000**How many abutters does this property have?:** 12**Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?:** Yes**Cultivation Tier:** Tier 02: 5,001 to 10,000 sq. ft.**Cultivation Environment:** Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5ca9f9e9293a5312448eed40	04/07/2019
Community Outreach Meeting Documentation	communityattest.pdf	pdf	5ca9f9edd7a931124ee08c88	04/07/2019
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5ca9f9ef3183181258e20a3e	04/07/2019
Certification of Host Community Agreement	hostonepage.pdf	pdf	5ca9fa232724e81b52560f53	04/07/2019
Plan to Remain Compliant with Local Zoning	3. 11-13-19 Plan to Remain Compliant with Local Zoning.pdf	pdf	5dcc2e17bcb01253152f5869	11/13/2019
Community Outreach Meeting Documentation	1. Community outreach documentation Attachment C.pdf	pdf	5e1c748e0557385733b4457a	01/13/2020
Plan to Remain Compliant with Local Zoning	2. 1-10-2020 Plan to Remain Compliant with Local Zoning.pdf	pdf	5e1c763b0557385733b4457f	01/13/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan to Positively Impact Areas of Disproportionat Impact B.pdf	pdf	5ced844e624ce5135e92440f	05/28/2019
Plan for Positive Impact	Plan to Positively Impact Areas of Disproportionat Impact C.pdf	pdf	5ced844f64ca8317f4fc9588	05/28/2019
Plan for Positive Impact	2-3-2020 Plan to Positively Impact Areas of Disproportionate Impact.pdf	pdf	5e3973ee81ae16046bec75c4	02/04/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
First Name: Austin Last Name: Meehan Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 2

Date generated: 04/05/2023

Role:	Other Role:
First Name: Anthony	Last Name: DePaul Suffix:
RMD Association: RMD Owner	
Background Question: no	

Individual Background Information 3

Role:	Other Role:
First Name: Vipul	Last Name: Patel Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 4

Role:	Other Role:
First Name: Vishal	Last Name: Patel Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 5

Role:	Other Role:
First Name: Utkarsh	Last Name: Patel Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 6

Role:	Other Role:
First Name: Matthew	Last Name: Radebach Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 7

Role:	Other Role:
First Name: Justin	Last Name: Moriconi Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 8

Role:	Other Role:
First Name: Theodore	Last Name: Flowers Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 9

Role:	Other Role:
First Name: Nicole	Last Name: Stermer Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 10

Role:
First Name: Christina
RMD Association: Not associated with an RMD
Background Question: no

Other Role:
Last Name: Casile **Suffix:**

Individual Background Information 11

Role:
First Name: Ryan
RMD Association: Not associated with an RMD
Background Question: no

Other Role:
Last Name: Young **Suffix:**

ENTITY BACKGROUND CHECK INFORMATION Entity Background Check Information 1

Role: Parent Company
Entity Legal Name: Berkley Blooms LLC
Entity Description: Investment Entity owning 100% of Berkley Botanicals LLC
Phone: 215-271-1410
Primary Business Address 1: 8080 Old York Road #225
Primary Business City: Elkins Park
Additional Information:

Other Role:
Entity DBA:
Email: m.radebach@berkley-botanicals.com
Primary Business Address 2:
Primary Business State: PA
Principal Business Zip Code: 19027

Entity Background Check Information 2

Role: Investor/Contributor
Entity Legal Name: Prophecy Holdings, LLC
Entity Description: Investment Entity into Berkley Blooms LLC
Phone: 215-416-2953
Primary Business Address 1: 614 N. Dupont Highway, Suite 210
Primary Business City: Dover
Additional Information:

Other Role:
Entity DBA:
Email: tdepaul@tonydepaul.com
Primary Business Address 2:
Primary Business State: DE
Principal Business Zip Code: 19901

Entity Background Check Information 3

Role: Investor/Contributor
Entity Legal Name: VP MA Health & Wellness, LLC
Entity Description: Investment Entity into Berkley Blooms LLC
Phone: 610-973-4306
Primary Business Address 1: 300 Yorktown Plz
Primary Business City: Elkins Park
Additional Information:

Other Role:
Entity DBA:
Email: shawn.vishal@gmail.com
Primary Business Address 2:
Primary Business State: PA
Principal Business Zip Code: 19027

Entity Background Check Information 4

Role: Investor/Contributor
Entity Legal Name: MFlow MA, LLC
Entity Description: Operating Member of Berkley Blooms LLC
Phone: 215-277-1410
Primary Business Address 1: 8080 Old York Road, Suite 225
Date generated: 04/05/2023

Other Role:
Entity DBA:
Email: ted@moriconiflowers.com
Primary Business Address 2:

Primary Business City: Elkins Park Primary Business State: PA Principal Business Zip Code: 19027

Additional Information:

Entity Background Check Information 5

Role: Investor/Contributor

Other Role:

Entity Legal Name: Restore IWC MA, LLC

Entity DBA:

Entity Description: Operating Member of Berkley Blooms LLC

Phone: 843-602-0395

Email: pavanllc1@gmail.com

Primary Business Address 1: 300 Yorktown Plz

Primary Business Address 2:

Primary Business City: Elkins Park

Primary Business State: PA

Principal Business Zip Code: 19027

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	certificateoforganization.pdf	pdf	5ca9f41d5d4b0b1b3ebc5b74	04/07/2019
Department of Revenue - Certificate of Good standing	dorgoodstanding.pdf	pdf	5ca9f41f3183181258e20a34	04/07/2019
Bylaws	bylawsoperating.pdf	pdf	5ca9f4262724e81b52560f45	04/07/2019
Secretary of Commonwealth - Certificate of Good Standing	1. Secretary of Commonwealth Good Standing.pdf	pdf	5dcc34079c1081532b9a4def	11/13/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	deptofunempoy.pdf	pdf	60998601031c12076ccf3a0f	05/10/2021
Department of Revenue - Certificate of Good standing	dor.pdf	pdf	60998614e067a90777b50e4c	05/10/2021
Secretary of Commonwealth - Certificate of Good Standing	secofstate.pdf	pdf	6099a0e56f8420077bfc841f	05/10/2021
Department of Unemployment Assistance - Certificate of Good standing	Berkley Botanicals - Unemployment Cert for renewal.pdf	pdf	6283d208eb816b00085d223c	05/17/2022
Department of Revenue - Certificate of Good standing	MassTaxConnect Confirmation.pdf	pdf	6287b7623bea2b0008c1f128	05/20/2022
Secretary of Commonwealth - Certificate of Good Standing	Request for Cert of Good Standing.pdf	pdf	628f7d483bea2b0008c8c944	05/26/2022
Secretary of Commonwealth - Certificate of Good Standing	2022 BERKLEY BOTANICALS CERTIFICATE OF GOOD STANDING.pdf	pdf	629a06283bea2b0008d0d7c1	06/03/2022
Department of Revenue - Certificate of Good standing	Berkley Botanicals LLC Certificate of Good Standing[12].pdf	pdf	62bdd2ebf750650008bd3cb9	06/30/2022

Massachusetts Business Identification Number: 001363351

Doing-Business-As Name: Renew Cannabis Co.

Date generated: 04/05/2023

Page: 11 of 13

DBA Registration City: Berkley

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	5ca9f4865fd63c1b24ebaccb	04/07/2019
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5ca9f4893779161b2a878dda	04/07/2019
Proposed Timeline	2. 10-30-19 Proposed timeline.pdf	pdf	5dcc34a5d5b0805341c61a60	11/13/2019
Proposed Timeline	timeline.pdf	pdf	609a79c8b15b200795552ab6	05/11/2021
Proposed Timeline	Berkley Updated Operational Timetable.pdf	pdf	62864fbaeb816b00085fd6f7	05/19/2022
Plan for Liability Insurance	GL Policy 2021-2022.pdf	pdf	629a06033bea2b0008d0d7a7	06/03/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Separating recreational from medical operations, if applicable	Seperating recreational from medical operations.pdf	pdf	5ca9faf15fd63c1b24ebacda	04/07/2019
Storage of marijuana	Storage Plan.pdf	pdf	5ca9fb30eadf341230f6d3cc	04/07/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5ca9fb323d84de123a616d20	04/07/2019
Quality control and testing	Quality Control Plan .pdf	pdf	5ca9fb6bb411c1126cf086ae	04/07/2019
Record Keeping procedures	Recordkeeping Plan.pdf	pdf	5ca9fb6d8d16491b5c0fdb30	04/07/2019
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5ca9fc59d7a931124ee08c8e	04/07/2019
Qualifications and training	Qualifications and training.pdf	pdf	5ca9fc7b9ff0081b4821ff73	04/07/2019
Diversity plan	Diversity Plan C.pdf	pdf	5ced8549622b7c1357f6f7c2	05/28/2019
Security plan	3. 10-30-19 Security Plan.pdf	pdf	5dcc34d4bcb01253152f588b	11/13/2019
Transportation of marijuana	4. 10-30-19 Transportation Plan.pdf	pdf	5dcc351db4f83557d6cc6396	11/13/2019
Restricting Access to age 21 and older	5. 10-30-19 Plan for Restricting Access to Age 21 or Older.pdf	pdf	5dcc35368bdcfd57ae5255b1	11/13/2019
Prevention of diversion	6. 10-30-19 Prevention of Diversion.pdf	pdf	5dcc36018bdcfd57ae5255b5	11/13/2019
Dispensing procedures	7. 10-30-19 Dispensing procedures .pdf	pdf	5dcc3631a9ef3857c445927e	11/13/2019
Personnel policies including background checks	8. 10-30-19 Personel Plan .pdf	pdf	5dcc3661fd468857b99bbd04	11/13/2019
Policies and Procedures for cultivating.	10. 10-30-19 Policies and procedures for cultivation.pdf	pdf	5dcc37e68bdcfd57ae5255bf	11/13/2019
Restricting Access to age 21 and older	1-10-2020 Plan for Restricting Access to Age 21 or Older.pdf	pdf	5e1c82aed74bf6532ea0313d	01/13/2020
Diversity plan	10-30-19 Diversity Plan[Final Draft].pdf	pdf	60ae266210916d07f8282f24	05/26/2021

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1)

have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.: I Agree

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.: I Agree

I certify that all information contained within this renewal application is complete and true.: I Agree

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Please see attached plan for Positively impacting areas of disproportionate impact which remains in full force and effect.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Please see uploaded Diversity Plan

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 7:00 PM
Tuesday From: 10:00 PM	Tuesday To: 7:00 PM
Wednesday From: 10:00 AM	Wednesday To: 7:00 PM
Thursday From: 10:00 AM	Thursday To: 7:00 PM
Friday From: 10:00 AM	Friday To: 7:00 PM
Saturday From: 10:00 AM	Saturday To: 7:00 PM
Sunday From: 10:00 AM	Sunday To: 6:00 PM

Attachment B

Deborah Pereira

From: michael mizrahi <danmorrealty@gmail.com>
Sent: Wednesday, January 30, 2019 12:00 PM
To: townderk@berkeleyma.us; selectmen@berkeleyma.us; planningboard@berkeleyma.us
Subject: Community Outreach meeting

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, is scheduled for Friday February 8th 2019 at 6:30 at the Berkley Community School at 59 South Main St. Berkley Ma.02779. The proposed Marijuana Dispensary, Cultivation and Manufacture is anticipated to be located at 44 County Street, Berkley, MA. 02779. There will be an opportunity for the public to ask questions.

RECEIVED
JAN 30 2019
TOWN OF BERKLEY

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

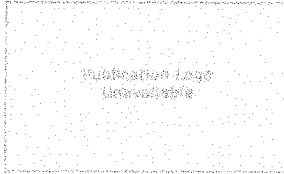
I, MICHAEL MIZRAHI, (insert name) attest as an authorized representative of BERKLEY BOTANICALS (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 2/8/19 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 1/31/19 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on 1/30/19 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 1/30/19 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

MM

Taunton Daily Gazette



Attachment A

Publication Name:

Taunton Daily Gazette

Publication URL:

www.tauntongazette.com/ (<http://www.tauntongazette.com/>)

Publication City and State:

Taunton, MA

Publication County:

Bristol

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

201902081910084231854

1141483972

Notice URL:

[Back \(/Search.aspx#searchResults\)](#)

Notice Publish Date:

Thursday, January 31, 2019

Notice Content

Marijuana Establishment

LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, is scheduled for Friday February 8th 2019 at 6:30 at the Berkley Community School at 59 South Main St. Berkley Ma.02779. The proposed Marijuana Dispensary, Cultivation and Manufacture is anticipated to be located at 44 County Street, Berkley, MA. 02779. There will be an opportunity for the public to ask questions.

AD#13768634

TDG 1/31/18

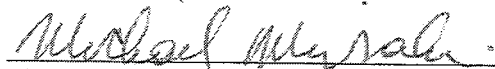
[Back \(/Search.aspx#searchResults\)](#)

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

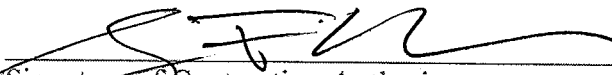
I MICHAEL MIZRAHI, (insert name) certify as an authorized representative of BERKLEY BOTANICALS, LLC (insert name of applicant) that the applicant has executed a host community agreement with BERKLEY MASSACHUSETTS (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 4/3/19 APRIL 3, 2019 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I GEORGE MILLER, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for BERKLEY MASSACHUSETTS (insert name of host community) to certify that the applicant and BERKLEY MASSACHUSETTS (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on APRIL 3, 2019 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

Plan to Remain Compliant with Local Zoning

Berkley Botanicals, Inc. (“Berkley Botanicals”) will remain compliant at all times with the local zoning requirements set forth by Berkley. In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12. Berkley Botanicals already has a licensed & operating, co-located RMD facility at its proposed Marijuana Establishment address and has obtained local approval for that facility.

Berkley Botanicals has already attended several meetings with various municipal officials and boards to discuss Berkley Botanicals’ plans for a proposed Marijuana Cultivator and Marijuana Product Manufacturer Establishment and has executed a Host Community Agreement with Berkley. Berkley Botanicals will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Berkley Botanicals’ marijuana establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Berkley Botanicals LLC – Response to more information for Host Community Information(plan to remain compliant with Local Zoning).

Zoning of 44 County Road, Berkley MA - General Business with Special Permit for a establishment

The Planning board approval is required to obtain a special permit. Attached are the planning board rules and regulations governing the issuance of special permits in the general business and special business overlay.

In Summary the requirement are :

- Plan to be submitted to planning board, town clerk, board of selectmen, ZBA, conservation commission, board of health, building inspector, historical commission, fire department, police department, and highway department.
 - Public hearing with abutter notification to address – traffic, water and sewer, community impact, including, site design, historic impact, design character, evaluation of public and private water system and waste water, school system, fire protection, police protection, open space, wetlands and mitigation of any adverse impact.
 - Special permit compliance meeting with planning board and applicant and issue a compliance report notifying building inspector prior to issuance of a Certificate of Occupancy.
 - Performance guarantee and landscape performance guarantee.
 - Site landscaping and site lighting requirements
-
- Parking and loading requirements.

Board of Health Rules and Regulations – they are also attached In Summary the requirements are:

- Rules to prevent nuisance from noise and odor
- No sales to persons under 21 years of age
- Persons in sales must be 21 years of age
- All sales are face to face

- Marijuana operating permits are issued annually
- Any person who sells cultivates or distributes cannabis must have a current license issued by the CCC or DPH.
- RMD shall sell primarily marijuana, marijuana products and accessories.
- If necessary hazardous waste permit
- manufacture of marijuana products and foods must be conducted in a state licensed marijuana facility and in accordance with all applicable state regulations. Marijuana Businesses and business agents must comply with 105 cmr 590.000 minimum sanitation standards for food establishments.
- All cultivation, processing, manufacturing, delivery and sales and use of Marijuana products shall be conducted in compliance with all laws, bylaws.
- Submit a security plan for review to the Berkley Police Department,

**PLANNING BOARD RULES & REGULATIONS GOVERNING
THE ISSUANCE OF SPECIAL PERMITS IN THE GENERAL BUSINESS
AND SPECIAL BUSINESS OVERLAY**

Section I - Purpose & Authority

- 1.0 These rules and regulations are adopted by the Planning Board, hereinafter called the Board, as the Special Permit Granting Approval Authority provided in Article 21 of the Berkley Zoning Bylaws for the purpose of granting Special Permit Approval.
- 1.1 These rules and regulations may be adopted and from time to time amended after notice and a public hearing. A concurring vote of a majority of the Board is required for favorable action. These rules and regulations and any amendments thereto must be filed with the Registry of Deeds and the Land Court in order for them to be enforceable.
- 1.2 These rules and regulations are effective when voted. A copy shall be filed with the office of the Town Clerk, with appropriate endorsements such as:

Date of Adoption by Planning Board: _____;
Date filed with Town Clerk: _____;

Section II - Application

- 2.0 An application for Special Permits shall also be accompanied by the following:
- 2.1 Abutters List. A list of the names and addresses which shall include the petitioner, abutters, owners of land directly opposite on any public or private street or way, and abutters to abutters within three hundred feet (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list;
- 2.2 Said list shall be presented on a properly executed list of abutters certified by the Board of Assessors. Applicant(s) shall submit envelopes addressed to each abutter along with Certified Mail cards, and return receipt requested slips, filled out for each abutter and any "parties of interest" as defined in M.G.L. Ch. 40A-Sec. 11. The return address on all mailing pieces shall be:

Berkley Planning Board
Berkley Town Hall
1 North
Main Street

Berkley, MA
02779

2.3 All applications shall include two certified checks made payable to the order of the Town of Berkley. One check shall be for Administrative fees and the second check shall establish an individual consultant account. Any additional payments required shall be made within 10 days of receipt of the request.

In addition, the Applicant is responsible for all costs associated with the required mailing and advertising. Within 5 days of submission, the Applicant must supply the Board with:

A check made payable to the order of 'Postmaster' in an amount equal to the cost of the certified mailing.

A check in an amount equal to the cost of legal advertisement.

The Planning Board or its agent will provide the payee and amount to the Applicant.

2.3.1 Administrative Fee - The filing fee for a Special Permit application shall be determined by Gross Floor Area (GFA):

< 5,000 sq. ft GFA	\$750
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> 5,000 – 19, 999 sq. ft. GFA	\$1500
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> 20,000 sq. ft GFA	\$3000
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Modification or Expansion	\$500
---------------------------	-------

No Structure:

under 2 acres

\$150	2 – 5 acres
-------	-------------

\$350

5 – 20 acres	\$750
--------------	-------

Over 20 acres	\$1,000 plus \$100 /acre
---------------	--------------------------

over 20

2.3.2 Consultant Review Fee/Special Account

2.3.2.1 Every Special Permit application shall be required to file the following minimum review fee to establish an individual special account. If, in addition, this minimum amount is not sufficient to cover the entire cost of the review, the Board shall adjust said special account. The minimum fee and the adjustment schedule are as follows:

Up to 5,000 sq. ft.	\$5,000
Greater than 5,000 sq. ft.	\$5,000 - plus \$1,000 for each 10,000 sq. ft of building area or portion thereof
Modification	\$5,000 - plus \$1,000 for each 10,000 sq. ft of building area or portion thereof

No Structure:

under 5 acres	\$5,000
5 – 20 acres	\$7,500
Over 20 acres	\$10,000 plus \$500 /acre over 20

2.3.2.2 Where specific conditions arising from the land or the nature of the proposal necessitate the assistance of a planning, engineering, traffic, soils, hydrologic or other consultant(s), the Planning Board may engage such consultant services to assist the Board in analyzing the project to ensure compliance with all relevant laws, ordinances, bylaws, regulations, good design principals, and state-of-the-art technology. The Board may require that applicants pay a "review fee" consisting of the reasonable costs to be projected to be incurred by the Board, for the employment of consultants engaged by the Board to assist in the review of the application.

2.3.2.3 Funds received by the Board pursuant to this section shall be deposited with the Town Treasurer who shall establish a special individual account for this purpose. Expenditures from this special account may be made at the direction of the Board, without further appropriation. Expenditures from this special account shall be made only in connection with the review of a specific project or projects for which a review fee has been or will be collected from the applicant.

The balance of the applicant's deposit minus consultant charges shall at no time be less than one half (1/2) the initial deposit, and the applicant shall deposit such additional funds as are required to restore the Special Account to the amount of the initial deposit upon notice from the Planning Board, by certified mail, that the amount on deposit has been decreased by the expenditures described herein to an amount at or below one half (1/2) the initial deposit.

The failure of the applicant to make the initial deposit, and/or to maintain the Special Account in accordance with this section, shall be grounds for denial of the application or permit.

2.3.2.4 Review fees may only be spent for services rendered in connection with the specific project for which they were collected. Accrued interest may also be spent for this purpose. At the completion of the Board's review of a project, any excess amount in the account, including any interest, attributable to a specific project, shall be repaid to the applicant or the applicant's successor in interest. The applicant must submit a written request for these funds. For the purpose of this regulation, any person or entity claiming to be an applicant's successor in interest shall provide the Board with the documentation establishing such succession in interest.

2.3.2.5 Any applicant may take an administrative appeal from the selection of the outside consultant to the Board of Selectmen, providing that such appeal is taken within 14 days of notification of the Board's appointment of the consultant. The grounds for such an appeal shall be limited to claims that the consultant selected has a conflict of interest or does not possess the minimum required qualifications as may be set by the Board. The minimum qualifications shall consist either of

a four-year college level educational degree in, or one related to, the field of knowledge at issue or three or more years of practice in the field at issue or a closely related field. Minimum qualifications may be changed at the Board's discretion depending upon the complexity and/or importance of the proposed project. The required time limit for action upon an application by the Board shall be extended by the duration of the administrative appeal. In the event that no decision is made by the Board of Selectmen within one month following the filing of the appeal, the selection made by the Board shall stand.

2.3.2.6 Other Costs and Expenses - The applicant is responsible for preparing notices and associated costs of mailing to abutters and any parties in interest by certified mail, return receipt requested. The prepared notice shall be reviewed and mailed by the Planning Board or its agent. Return receipts are to be addressed to the Planning Board for further verification. The prepared notices/certified mailing shall be delivered to the Planning Board agent not less than ten (10) business days before the date of the public hearing.

2.4 One (1) copy of all local, state, and federal approvals, if obtained, prior to the granting of the Special Permit and any variances obtained prior to the granting of the Special Permit.

2.5 Written permission from the owner of the property to apply for Special Permit if the applicant is not the owner.

2.6 An original plan, and three (3) copies shall be submitted to the Planning Board. Additional copies of the application and plan shall be filed simultaneously by the applicant with the **Town Clerk, Board of Selectmen, Zoning Board of Appeals, Conservation Commission, Board of Health, Building Inspector, Historical Commission, Fire Dept., Police Dept., and Highway Dept.** and the standard form signed by each department shall be returned to the Planning Board within 5 days.

A complete application packet shall be sent directly to the Planning Board's consultant(s) upon filing a Special Permit application.

2.7 A completed, current Tax Form (Form T) having required signatures.

2.8 2 copies of the final approved plan shall be submitted to the Planning Board on disk, or in .pdf format.

Section III - Procedures

3.0 Public Hearing: A public hearing notice shall be given by publication in a newspaper of general circulation once in each of two successive weeks, the first publication to be not less than fourteen (14) days before the day of the hearing and by posting such notice in a conspicuous place in town hall for a period of not less than fourteen (14) days before the day of such hearing and shall send written notice by certified mail, return receipt requested to all direct abutters. The legal ad and abutter notification shall include, at a minimum, the following information and shall be at the expense of the applicant:

3.0.1 The name, and if applicable, the business name and address of the applicant;

3.0.2 The street address and the assessor's map and lot number of the property as specified on the Special Permit Application on which construction, expansion or modification is planned;

3.0.3 A brief description of the type of construction, expansion or modification planned;

3.0.4 The designated Town office where the Special Permit Application and plans can be reviewed;

3.0.5 The date, time and place of the public hearing.

3.1 Approval: The Planning Board's approval may consider comments received from various municipal reviewers. Additionally, proposed methods of mitigating impacts associated with each project will be incorporated into the Board's approval. In addition, the following criteria must be addressed to the Planning Board's satisfaction. Such findings shall pertain to the entire proposed development, including any Special Permit or design modifications imposed by the Planning Board as a condition of its approval, and off-site improvements proposed by the applicant or required by the Planning Board as a condition of its approval.

3.1.1 The traffic carrying capacity of the intersections and streets likely to be affected by the proposed development will meet the standards set forth in Section 6.

3.1.2 The planned capacities of public and/or private facilities such as water supply, sewage and drainage systems are adequate in the vicinity of the site to serve the proposed development.

3.1.3 The proposed development will comply with the community impact standards set forth in Section 6.

3.1.4 In granting approval of an application, the Planning Board may impose conditions, limitations and safeguards which shall be in writing and shall be a part of such approval. Such conditions may include, among other matters and subjects:

3.1.4.1 Controls on the location and type of access to the site;

3.1.4.2 Requirements for off-site improvements to improve the capacity and safety of roads, intersections, pedestrian ways, water, sewer, drainage, and other public facilities which are likely to be affected by the proposed development;

3.1.4.3 Requirements for donation and/or dedication of land for right-of-way to provide for future roadway and/or intersection widening or improvements;

3.1.4.4 Requirements for securing the performance of all proposed work, including proposed off-street improvements;

3.1.4.5 A passbook account, meeting the requirements of the Town Treasurer, shall be established in an amount determined by the Planning Board or Planning Board's designated agent sufficient to cover the cost of all or any part of the improvements required as conditions of approval;

3.1.4.6 Conditions to minimize off-site impacts on traffic and environmental quality during construction. (i.e. screening, stormwater runoff, construction dewatering, dust)

3.2 **Minor Modification:** A minor modification may be approved in accordance with the Special Permit Approval Zoning Bylaw. An additional project review fee may be assessed by the Planning Board.

3.3 **Pre-construction Meeting:** There shall be a pre-construction meeting with the Planning Board or its designated agent prior to commencement of any work on the development site. NOTE: Any changes to the approved Special Permit must be made in writing to the Board and approved prior to commencement of work.

3.4 **Pre-construction Schedule:** There shall be a site visit/inspection schedule set up by the Planning Board or its designated agent prior to commencement of any construction on the development site.

3.5 Occupancy Permits: The Planning Board or its designated agent shall conduct an on-site inspection of the development, hold a Special Permit compliance meeting with the Board and the applicant and issue a Special Permit compliance report notifying the Building Inspector prior to issuance of an occupancy permit by the building department.

3.6 Performance Guarantee: A separate passbook shall be established which meets the requirements of the Town Treasurer, with the applicant/controller of the land and/or project, in an amount acceptable to the Board, as a guarantee for performance of unfinished work to the development. In addition, the Board shall require a landscape performance guarantee for five (5) growing seasons from the time of planting.

Section IV – Special Permit Content

The Special Permit plan shall contain the following:

4.1 A Locus map at a scale of 1" = 200' which shall show all streets, bodies of water, public or private drinking supplies, public or private waste water disposal systems, landscape features, historic sites, habitats for endangered species within the parcel and within three hundred (300) feet of the parcel and all buildings within the parcel and within three hundred (300) feet of the parcel;

4.2 The location and name of all streets, any and all driveways, and curb-cuts within three hundred (300) feet of the site. Street shall include layout, designated as public or private, and pavement width;

4.3 On-site and abutting lot lines; names of all abutters as they appear in the most recent tax list. All contiguous property owned by the applicant shall be included;

4.4 Zoning District(s) boundary lines of the locus and all land within three hundred (300) feet of the parcel, including overlay districts and other districts not specifically mentioned; other information such as: floodplain, wetland and water resource protection, shall also be displayed. Other features including: slope, geological features, unique vegetation, existing; (six (6)" trunk diameter or greater measured four (4) feet above grade) trees, stone walls, easements, fencing, cemeteries, buildings (including historic background if any), prior landfills, septic systems, private or public water supplies, rock outcroppings, vistas and other natural features;

4.5 Five (5) **signature lines** for Planning Board approval, **located in the lower right corner**, along with a statement that "This Special Permit Approval does not necessarily indicate compliance with the Berkley Zoning By-law". **One (1) signature line for Town Clerk** approval along with the statement "I, Town

Clerk of the town of Berkley, MA hereby certify that the notice of approval of this plan by the Planning Board has been received and recorded at this office and no appeal was received during the next twenty days after receipt and recording of said notice”;

- 4.6 Existing and proposed topography contour lines at two (2) foot intervals on the parcel to be developed and within one hundred (100)' thereof. Information and location of benchmark(s) used shall also be provided;
- 4.7 Information on the location, size, type and number of existing and proposed landscape features. A Landscaping Plan shall be provided showing species selected for approval by the Planning Board or its agent. The use of drought resistant varieties is encouraged. Said plan may be required to be prepared, stamped and signed by a Landscape Architect registered in the Commonwealth of Massachusetts;
- 4.8 Information on location, size and capacity of existing and proposed on-site and abutting utilities (water, sewer, drainage, electrical, cable, etc.);
- 4.9 A Zoning Chart with the minimum area requirements per the Berkley Zoning Bylaws;
- 4.10 Elevation and façade treatment plans of all proposed buildings. A listing of materials to be used;
- 4.11 Information on the location, size and type of parking, loading, storage, drive-thru and service areas;
- 4.12 Percent of building lot coverage and percentage of paved (impervious) area used for parking, loading, access within the property and percent open space of the site;
- 4.13 Existing and proposed location(s) of loading areas, driveways, access and egress points, and the location and number of parking spaces required per Berkley Zoning Bylaws;
- 4.14 The Special Permit plan(s) shall be at a scale of 1"=40', except for building elevation plans, which shall be at a scale of 1/4"=1' drawn on a standard 24"x36" sheet(s);
- 4.15 A Development Impact Statement will be required in accordance with Section 6;
- 4.16 Special Permit plan(s) must be prepared, signed and stamped by a professional civil engineer and a Professional Land Surveyor both who must be registered in the Commonwealth of Massachusetts. The land surveyor shall perform an instrument boundary survey and shall certify the accuracy of the locations of

the building, setbacks and all other required dimensions, elevations and measurements and shall be signed under the penalties of perjury;

- 4.17 The date and north arrow shall be shown;
- 4.18 The location of existing or proposed building(s) on the lot(s) shall be shown with the total square footage and dimensions of all buildings, all building elevations and floor plans, and perspective renderings;
- 4.19 The applicant shall submit information on existing and proposed on-site wells, water supply systems, storm drainage systems, utilities, sites for enclosed refuse and recycling containers and location and capacity of septic systems and estimated amounts of water consumption and sewer discharge, including: all measures proposed to prevent pollution of surface water or groundwater, soil erosion, increased runoff, and flooding. An erosion control plan showing method(s) and location(s) to be used shall also be submitted;
- 4.20 Existing and proposed signs; noting height, size, location and manner of lighting (applicant is encouraged to include photograph(s) and /or sketch(s));
- 4.21 A photometric plan showing the parcel to be developed and within fifty (50) feet thereof. The plan shall include the following: location of all existing and proposed exterior light(s), including building ground and parking lot light(s); noting height, initial foot-candle readings on the ground and data on the types of fixtures to be used. Lighting shall not intrude onto abutting properties or interfere with vehicular traffic on public ways;
- 4.22 A traffic impact study prepared by a registered professional engineer experienced and qualified in traffic engineering;
- 4.23 The application shall also furnish a narrative summary of the vital statistics of the project;
- 4.24 Any additional information, which the Board reasonably requires. The Board may engage appropriate consultants to review the Special Permit plan for completeness and correctness and shall require the applicant to pay for the cost of the review.

Section V – Requirements

All Special Permit applications and plans shall be prepared in compliance with the Berkley Zoning Bylaws and the Berkley Planning Board Rules and Regulations governing Special Permit Approval. The Special Permit standards not specifically enumerated herein shall be found in Time-Saver Standards for Special Permitting written by Joseph De Chiara & Lee E. Koppelman, as most recently revised. Along with all applicable Special Permit standards of the Architectural Access Board, American Disabilities Act, AASHTO and any other local, state, and federal standards

not specifically enumerated herein. In the event there is a conflict in standards, the jurisdictional standard shall apply, unless otherwise waived by the Planning Board.

5.1 Site Landscaping

5.1.1 Every effort shall be made to retain and protect existing (6" trunk diameter or greater measured 4 feet above grade) trees, shrubs and other landscape features on a site.

5.1.2 A three (3) foot wide landscaping strip shall be provided along the foundation walls to soften their appearance for all non-residential building(s). The landscape strip may be staggered to a maximum of 5 feet, in order to vary the landscape design for a site. The landscape strip shall provide screening to the portion of the foundation above grade.

5.1.3 A twenty-five (25) foot undisturbed natural buffer area shall be maintained from any wetland resource area defined under the Massachusetts Wetland Protection Act and recognized by the Berkley Conservation Commission. Stairways, decks, fences and water dependent structures (and the grading for such) internal to parking lots and around buildings are not exempted from the twenty-five (25) foot setback requirements.

5.1.4 It is the purpose of these Rules and Regulations to preserve and/or maintain open space for new sites. Therefore any lot or group of contiguous lots totaling less than three (3) acres shall provide twenty five (25) percent open space. Any lot or group of contiguous lots totaling more than three (3) acres shall provide thirty-five (35) percent open space. Open space shall be considered any area not occupied by buildings, paving, drives, roadways, sidewalks etc. Wetland resources areas defined by the Massachusetts Wetland Protection Act can be used to meet the open space requirement described above. Whenever possible, open space should be maintained in its natural state. All open space areas on a site shall be adequately landscaped with trees, shrubs, flowers, grass, and/or mulch. Wherever feasible, open space shall be contiguous with other open space of abutting land.

5.1.5 Parking lots containing ten (10) or more parking spaces shall have at least one tree per eight (or fractions of eight) parking spaces. Such trees to be located within the paved parking area. Such trees shall be at least four (4)" trunk diameter measured twelve (12)" to eighteen (18)" above the ground with a minimum of sixty (60) square feet of seeded or landscaped permeable surface area per tree. When parking areas contain twenty-five (25) or more spaces, at least five (5) percent of the parking area shall be maintained with landscaping (within the

interior of the parking area), including trees as above, in plots of at least ten (10) feet in width. Trees and landscaped plots shall be so designed and located as to provide visual relief and sun and wind screening within the parking area, and to assure safe patterns of internal circulation. Planting areas are required along parking area perimeters to prevent offsite glare onto the public or private way(s). Parking lot plantings shall not block motorists line of sight upon entering and exiting a site. Any landscaped area described above can be used to meet the open space requirement of this section for new sites.

5.2 Site Lighting

Access ways, parking areas, and pedestrian walkways shall have adequate lighting for security and safety reasons. Lighting shall meet the following standards:

- 5.2.1 The luminaries/lighting fixtures shall be the shoe box type or decorative in nature (with interior directional shields), consistent with the architectural theme of the development. Flood and area lighting is unacceptable. All luminaries/lighting fixtures shall have a total cutoff of all light at less than ninety (90) degrees from vertical. The lighting fixture shall only be visible from below.
- 5.2.2 Reflectors of proper distribution shall be selected for maximum efficiency. Reflectors and shielding shall provide total cutoff of all light at the property lines of the parcel to be developed.
- 5.2.3 The luminaries/lighting fixtures shall not exceed twenty (20) feet in height or the height of the building's roofline whichever is lower. The luminaries/lighting fixtures for sidewalks/paths shall not exceed 12 feet in height.
- 5.2.4 Where wall-pack type luminaries/lighting fixtures are utilized for outdoor lighting fixtures, the fixture shall be equipped with a prismatic lens to reduce glare. Wall-pack lighting shall be designed to a maximum cutoff of seventy (70) degrees from vertical. The location of the wall-pack on the structure shall not exceed 20 feet in height.
- 5.2.5 All luminaries/lighting fixtures shall be restricted to a maximum foot-candle level of 8.0 (initial), as measured directly below the fixture at grade.

5.3 Drainage

The drainage system shall be designed so that there is no net increase in the pre vs. post peak rates of storm water discharge for the 2, 10 and 100-year storm events and rates. The applicant shall demonstrate to the satisfaction of the Planning Board that the project is designed to have no measurable or significant impact as to existing vegetation, topography, wetlands, and other natural or man-made features.

The system shall be designed to treat storm water to all applicable standards of town, state and federal agencies. The system design shall promote on-site infiltration and minimize the discharge of pollutants to the ground and surface water. Drainage systems shall have an emergency overflow for the one-hundred (100) year storm event. Additionally, the drainage system will be designed in accordance with Stormwater Management Volume I and II prepared by: MA Department of Environmental Protection and MA Office of Coastal Zone Management as most recently revised. In special cases, the site drainage may utilize the Town's drainage system with the approval of the Planning Board, or its agent & the Highway Department. The Planning Board requires that proper calculations be submitted. A minimum of one foot of freeboard shall be provided for all detention/retention structures.

5.3.1 Design Criteria: The applicant shall use the best available drainage systems. The suitability of the drainage design shall be based on the natural features, such as soil types, slope, vegetative cover, water table etc., of the site. Drainage plans shall be developed in consultation with the Planning Board office and the Board's consultants with the following objectives in mind:

5.3.1.1 Protection of surface and groundwater quality;

5.3.1.2 Public safety;

5.3.1.3 Protection of existing abutting properties, septic systems and public or private water systems;

5.3.1.4 Enhancement of and connection to natural drainage systems, including streams, floodplains, and associated wetlands;

5.3.1.5 Attractiveness of the plan, minimizing disruption to existing features, and successful imitation of natural systems;

5.3.1.6 Minimizing of long term maintenance and/or reconstruction obligations.

Unsuccessful imitation of a natural system	Successful imitation of a natural system
--	--

5.3.2 Performance Standards: On site drainage systems, including detention/retention areas, shall meet the following:

- 5.3.2.1 A thirty-five (35) foot buffer screen that is aesthetically pleasing of existing vegetation shall be retained between all detention or siltation structures and adjacent off-site uses (roadways and/or structures).
- 5.3.2.2 A thirty-five (35) foot buffer zone of existing vegetation shall be retained between all point source discharges of stormwater and surface waters and wetlands;
- 5.3.2.3 All piping within the drainage system shall be sized for the twenty five (25) year storm event.
- 5.3.2.4 Detention facilities shall be designed to function as natural wetlands, having characteristics of side slopes, gradients, vegetation and topographic location which follow naturally occurring wetland.
- 5.3.2.5 Side slopes of detention facilities should be no steeper than 3:1 horizontal to vertical relationship;
- 5.3.2.6 A maximum of 2% slope shall be permitted for the bottom of the basin;
- 5.3.2.7 Where clearing and/or regrading is unavoidable, vegetation shall be reestablished in conformance with the landscaping plan.
- 5.3.2.8 Detention basins shall provide one-hundred and fifty (150%) of the required storage volume for the one-hundred (100)-year storm event. At least one permeability test shall be conducted within each detention basin to estimate the infiltration rate. (one test per 10,000 square feet of overall detention basin area is required).
- 5.3.2.9 Ground infiltration by means of leaching pits, leaching catch basins or similar facilities are not allowed as a means to calculate or mitigate storm water disposal;
- 5.3.2.10 No drainage outfall shall be discharged at an elevation below the high water line of a wetland, stream or water body or abutting property;
- 5.3.2.11 A headwall with wing walls protected by rip-rapped aprons shall be provided at the outfall of all drainage pipes.
- 5.3.2.12 Test holes shall be conducted by a licensed soil evaluator in each detention basin in accordance with the 310CMR: Department of Environmental Protection (Title V) methods. A minimum of one test per 10,000 square feet of overall detention basin area is required. Monitoring wells may be required by the Planning Board.
- 5.3.2.13 All detention basins within ten (10) feet of parking lots, driveways, or areas of public access shall be protected by a guardrail. All detention basins within forty (40) feet of

public ways shall be protected by a guardrail. The Planning Board may require additional guardrails.

5.4 Parking and Loading

Parking lots shall be designed to include median strips and landscape islands to improve internal circulation. Additionally, rows of parking should be interrupted by landscaped or naturally vegetated islands. Parking lots and access drives shall be designed to prevent motorists from stacking onto the public way. Parking areas shall be interconnected wherever feasible. Any entrance or exit driveway shall be a minimum of twenty five (25) feet in width. Parking lanes shall be sized according to the internal circulation pattern. Parking shall be prohibited between buildings and street layout, except for handicap access. Parking for large trucks shall be provided as determined by the Planning Board. Loading shall be designed to be convenient to the loading and unloading of vehicles and to avoid conflicts with the internal circulation pattern. Curbing shall be vertical granite at the access drive radii. Each site shall have only one curb cut per street frontage, except where it is deemed that more than one curb cut is necessary for emergency access purposes or to enhance the site.

5.5 Service Facilities

Service facilities such as: garbage collection, recycling containers, refrigeration units, utility areas and other facilities not specifically identified shall be screened in a manner consistent with the design of the building around their perimeters. Screening may consist of fencing and/or natural vegetation. Screening shall have an effective height and width to screen from public view said service facility.

5.6 Construction

5.6.1 All access drives and parking areas shall be graded, paved, and drained in accordance with standards enumerated above.

5.6.2 Curbing shall be placed at the edges of all paved surfaces. Wheelstops shall be placed where parking spaces abut sidewalks and/or walkways for pedestrians. Guardrails shall be placed along parking spaces and drive aisles where slopes exceed 3:1. Curbing shall not be bituminous concrete.

5.6.3 All utility connections shall be underground and constructed in accordance with the requirements of the town and other utility companies.

5.6.4 Bollards may be placed along the sides of the building exposed to vehicle traffic.

5.7 Access Connections

5.7.1 Separation between access connections on all collector and arterials shall be based on the posted speed limit in accordance with the following table:

<i>Posted Speed Limit (MPH)</i>	<i>Access Connection Spacing (Feet)</i>
20	140
30	210
40	280
50	350

5.7.2 The width of the access connections at the property line of the development shall not exceed 25 feet, unless the traffic impact study identifies and the Planning Board agrees to the need for turning lanes from the development onto the adjacent public road.

5.7.3 The access connection shall provide a minimum distance of 40 feet in depth between the property line and the beginning of any parking areas, turning areas and/or stacking lanes within the development.

road Appropriate separation from road Inappropriate separation from road

5.7.4 For a site at an intersection where no alternatives exist, such as joint or cross access, the Board may allow construction of an access connection at a location suitably removed from the intersection. In such cases, the applicant shall provide directional restrictions (i.e. right in/ right out only and/or a restrictive median) as required by the Board.

5.7.5 A system of joint use driveways and cross access easements shall be established wherever feasible along (name road or overlay corridor) and the proposed development shall incorporate the following:

- A service drive or cross access corridor extending the width of the parcel.

- b) A design speed of 10 mph and sufficient width to accommodate two-way travel aisles.
- c) Stub-outs and other design features to make it visually obvious that the abutting properties may be tied in to provide cross-access via a service drive.

5.7.6 A leveling area shall be provided having a minus one percent (-1%) grade for a distance of thirty (30) feet measured from the nearest exterior line of the intersecting street, to the point of vertical curvature.

Appropriate leveling area

Inappropriate leveling area

5.8 Drive Through Facilities

5.8.1 Drive-through facilities shall provide a minimum of (8) eight stacking spaces (within the site) before the order board. The facility shall provide another (4) four stacking spaces between the order board and the transaction window. If the facility has two transaction windows the (4) four stacking spaces may be split between each of the windows. An additional stacking space shall be provided after the last transaction window(s).

5.8.2 Each stacking space shall be a minimum of twenty (20) feet in length and ten (10) feet in width along straight portions. Stacking spaces and stacking lanes shall be a minimum of twelve (12) feet in width along curved segments.

5.8.3 Stacking lanes shall be delineated from traffic aisles, other stacking lanes and parking areas with striping, curbing, landscaping and the use of alternative paving materials or raised medians.

5.8.4 Entrances to stacking lane(s) shall be clearly marked and a minimum of sixty (60) feet from the intersection with the public street. The distance shall be measured from the property line along the street to the beginning of the entrance.

Clearly delineated stacking lanes

5.8.5 Stacking lanes shall be designed to prevent circulation congestion, both on site and on adjacent public streets. The circulation shall: (a)

separate drive –through traffic from site circulation, (b) not impede or impair access into or out of parking spaces, (c) not impede or impair vehicle or pedestrian traffic movement, and (d) minimize conflicts between pedestrian and vehicular traffic with physical and visual separation between the two. Stacking lanes shall not interfere with required loading and trash storage areas and loading or trash operations shall not impede or impair vehicle movement. If said separate stacking lane is curbed, an emergency by-pass or exit shall be provided.

5.8.6 Stacking lanes shall not enter or exit directly into a public right-of-way. Stacking lanes shall be integrated with the on-site circulation pattern.

5.8.7 The intersection of stacking lanes and walk-in customer access shall be a minimum of fifty (50) feet from any access connections and/or transaction windows. Said intersections shall be provided with a crosswalk. These crosswalks shall use enriched paving and striping and include warning signage aimed at both the pedestrian and vehicle.

5.8.8 Any outdoor service facilities (including menu boards, speakers, etc.) shall be a minimum of one hundred (100) feet from the property line of residential uses. Sound from such facilities may require a barrier to redirect sound away from abutters.

5.8.9 Menu boards shall be a maximum of thirty square (30) feet, with a maximum height of six (6) feet in height and shall be shielded from any public street and residential properties.

5.9 Architectural/Building Design

5.9.1 Architectural details of new buildings and additions, textures of wall and roof materials, should be harmonious with the building's overall architectural style and should preserve and enhance the character of the surrounding area.

5.9.2 The mass, proportion and scale of the building, roof shape, roof pitch, and proportions and relationships between doors and windows should be harmonious among themselves and with those of the surrounding area.

5.9.3 The building's location shall be oriented parallel or perpendicular to the street. Where the minimum setback cannot be maintained by the building, the applicant shall provide adequate spatial definitions

through the use of walls, fences and or other elements, which will maintain the street line.

5.9.4 The design of proposed buildings, structures and additions shall complement, whenever feasible, the general setback, roof line, roof pitch, arrangement of openings, color, exterior materials, proportion and scale of existing buildings in the vicinity.

5.9.5 When a drive-through is proposed on a property with an historic building, the architectural character defining the exterior elements of the historic building shall be preserved. Signage should be compatible with the historic character of the building.

5.9.6 Buildings: buildings should be placed close to the road where appropriate; parking areas should be placed to the side or rear of buildings where appropriate; long horizontal facades should be avoided by incorporating recesses and projections, of a minimum of two feet in depth; entrance ways should be emphasized by use of rooflines, changes in materials, landscape treatments or other architectural elements; franchise architecture with highly contrasting color scheme, non-traditional forms, reflective siding and roof materials should be avoided; drive-through elements should be architecturally incorporated into the building; drive-through elements generally should not face the street; the material used for additions should complement the materials of the original structure.

5.9.7 Rooflines: the use of flat roofs and A-frame roofs should be avoided; roof colors should be earth tones or a color that is darker than the facade and garish roof colors should not be used; visible roofing materials should complement the color and texture of the building's facade; roof mounted mechanical equipment should be screened from public view or grouped at the rear of the structure where visibility is limited.

5.9.8 Building Signs: simple geometric shapes should be used for signs; signs should be limited to two or three contrasting colors that complement the colors on the building; garish colors should be avoided; carved wooded signs are encouraged; lighting fixtures illuminating signs should be located so light is directed only onto the sign facade.

5.9.9 Windows: A minimum of 60% of the building's street side facade shall contain windows. The windows should be divided by muntins and framed with a casing trim; awnings should be designed as an integral part of the building facade; metal awnings are discouraged.

Section VI – Community and Traffic Impact Assessment

6.1 Community Impact Assessment

6.2 Purpose: To evaluate the impact of the proposed project on Town services and surrounding neighborhood.

Scope:

6.1.1 **Site design and neighborhood impact:** Evaluation of the relationship of proposed new structures or alterations to nearby pre-existing structures in terms of character and intensity of use (e.g., scale, mass, materials, color, location and size of doors and windows, setbacks, roof and cornice lines, and other major design elements); and of the location or configuration of proposed structures, parking areas, and open space with respect to neighboring properties.

6.1.2 **Historic impact:** identification of impacts on significant historic properties, or archeological resources (if any) in the vicinity of the proposed development.

6.1.3 Evaluation of impacts on the public and private water system, wastewater disposal and sewage system, the school system, fire protection, police protection, libraries, open space, wetlands, waterways and parks and recreation facilities, and proposed methods of mitigation for any adverse impacts.

6.2 Community Impact Standards

Required:

6.2.1 Design elements shall be compatible with the character and scale of neighboring properties and structures.

6.2.2 The design of the development shall minimize the visibility of visually degrading elements such as trash collectors, loading docks, mechanical equipment, etc.

6.2.3 The design of the development shall be consistent or compatible with existing local plans (if any), including plan elements adopted by the Planning Board, Conservation Commission, Open Space Plan, and other Town bodies having such jurisdiction.

6.2.4 The location and configuration of proposed structures, parking areas and open space shall be designed so as to minimize any adverse impact on temperature and noise levels or wind velocities on the site and adjoining properties.

6.2.5 Outdoor lighting, including lighting on the exterior of a building or lighting in parking areas, shall be arranged to minimize glare and light spillover to neighboring properties.

6.3 Traffic Impact Assessment

Purpose: To document existing traffic conditions in the vicinity of the proposed project, to describe the volume and effect of projected traffic generated by the proposed project, and to identify measures proposed to mitigate any adverse impacts on traffic. A registered professional engineer experienced and qualified in traffic engineering shall prepare the traffic impact assessment.

Scope:

6.3.1 Document the methodology and sources used to service existing data and estimations;

6.3.2 Existing traffic conditions- average daily and peak hour volumes, average and peak speeds, sight distances, accident data for the previous 3 years, and levels of service (LOS) of intersections and streets affected by the proposed development. Generally, such data shall be presented for all streets and intersections adjacent to or within 1,000 feet of the project boundaries, and shall be no more than 12 months old at the date of application, unless other data is specifically approved by the Board.

6.3.3 Projected traffic conditions for design year of occupancy shall include:
statement of design year of occupancy, average annual background traffic growth, impacts of proposed developments which have already been approved, under construction and /or are pending before a town board.

- 6.3.4 Projected impacts of the proposed development shall include:
Projected peak hour and daily traffic generated by the development on roads and ways in the vicinity of the development; sight lines at the intersections of the proposed access connection and adjacent streets; existing and proposed traffic controls in the vicinity of the proposed development; and the projected post development traffic volumes and levels of service of intersections and streets likely to be affected by the proposed development.
- 6.3.5 Proposed mitigation shall include: A plan (with supporting text) to minimize traffic and safety impacts through such means as physical design and layout concepts, staggered employee work schedules, promoting use of public transit or carpooling, or other appropriate means; and an interior traffic and pedestrian circulation plan designed to minimize conflicts and safety problems. Measures shall be proposed to achieve the following postdevelopment standards:
(i). All streets and intersections to be impacted by the project shall have the same Level of Service or better than pre-development conditions.

6.4 Traffic Impact Standards

Required: The “level of service” (LOS) of all impacted intersections and streets shall be adequate following project development. For purposes of this standard:

- 6.4.1 “Level of service” (LOS) shall be determined according to criteria set forth by the Highway Capacity Manual;
- 6.4.2 “Impacted” means located within 1,000 feet of the closest boundary of the project site and projected to receive at least five percent (5%) of the anticipated average daily or peak hour traffic generated by the proposed development;
- 6.4.3 “Adequate” shall mean a level of service of “B” or better for rural, scenic and residential streets and for all new streets and intersections to be created in connection with the project; and “D” or better for all other streets and intersections; and

The proposed Special Permit shall minimize points of traffic conflict, both pedestrian and vehicular. The following guidelines shall be used to achieve this standard:

- 6.4.4 Entrance and exit driveways shall be so located and designed as to achieve maximum practicable distance from existing and proposed access connections from adjacent properties.
- 6.4.5 Where possible, driveways shall not be located opposite similar driveways.
- 6.4.6 Sharing of access driveways by adjoining properties and uses is encouraged.
- 6.4.7 Left-hand turns and other turning movements shall be minimized.
- 6.4.8 Driveways shall be so located and designed as to discourage the routing of vehicular traffic to and through residential streets.
- 6.4.9 Pedestrian and bicycle circulation shall be separated from motor vehicle circulation as far as practicable.

Section VII - Severability of Provisions

The provisions of these rules and regulations are severable. If any provision of these Rules and Regulation is held invalid, the other provisions shall not be affected thereby. If the application of these rules and regulations, or any of its provisions to any person or circumstances is held invalid, the application of these rules and regulations and their provisions to other persons and circumstances shall not be affected thereby.

Section VIII - Waiver of Full Compliance

Full compliance with these rules and regulations may be waived by the Planning Board, provided such waivers are deemed to serve the public interest and are not conflicting with Chapter 40A M.G.L. Requested waivers shall be submitted in writing at the time of the application accompanied by reasons the waiver(s) if granted would benefit the residents of the Town of Berkley.

Section IX - Violations

Written notice of any violation of this bylaw shall be provided by the Zoning Enforcement Officer/Building Inspector to the owner of the premises, specifying the nature of the violations and a schedule of compliance, including cleanup of any spilled materials. This compliance schedule must be reasonable in relation to the public health hazard involved and the difficulty of compliance.

In no event shall more than 30 days be allowed for either compliance or revitalization of a plan for longer-term compliance. In the enforcement of this bylaw, the Building Inspector shall notify the Health Inspector of any violations and seek the Health Inspector's and/or Agent's assistance.

Section X - Definitions:

Access: A way or means of approach to provide vehicular or pedestrian entrance or exit to a property.

Access Connection: Any driveway, street, curb cut, turnout or other means of providing for the movement of vehicles to or from the public/private roadway network.

Best Management Practices (BMP): For the purposes of storm-water management structural or nonstructural and managerial techniques that are recognized to be the most effective and practical means to prevent or reduce non-point source pollutants from entering receiving waters in accordance with Stormwater Management Volume I and II prepared by: MA Department of Environmental Protection and MA Office of Coastal Zone Management as most recently revised.

Cross Access: A service drive providing vehicular access between two or more contiguous sites so the driver need not enter the public street system.

Directional Median Opening: An opening in a restrictive median, which provides for the specific movements and physically restricts other movements. Directional median opening for two opposing left or "U-turn" movements along a road segment are considered one directional median opening.

Drive-Through Facility: A commercial facility which provides a service directly to a motor vehicle or where the customer drives a motor vehicle onto the premise and to a window or mechanical device through or by which the customer is served without exiting the vehicle. This shall not include the selling of fuel at a gasoline filling station or the accessory functions of a carwash facility such as vacuum cleaning stations.

Driveway/ Curb Cut Spacing: The distance between connections, measured from the closet edge of pavement of the driveway or curb cut to the next closest edge of the pavement along the public/private roadway.

Fast Food Restaurant: Any restaurant serving the majority of its food in disposable containers, packages, or other similar wrapping, for consumption on or off the premises.

Joint Access (or Shared Access): A driveway connecting two or more contiguous sites to the public/private street systems.

Leveling Area: A level area (thirty (30) feet in depth at -1% grade) at the intersection of the access connection and the public way.

Lot, Corner: Any lot having at least two (2) contiguous sides abutting upon one or more streets, provided the interior angle at the intersection of such two sides is less than one hundred thirty-five (135) degrees.

Restrictive Median: A physical barrier in the roadway that separates traffic traveling in opposite directions, such as a concrete barrier or landscaped island.

Stacking Lane: An area of stacking spaces and driving lane provided for vehicles waiting for drive-through service, that is physically separated from other traffic and pedestrian circulation on the site.

Stacking Space: An area within a stacking lane for vehicles waiting to order and/or finish a drive – through transaction.



ATTACHMENT C

300ft. Abutters of Property 027/020.0-0092-0000.0 at 44 COUNTY ST

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 1/1/2018.

Abutter	Site Address	Property ID	Owner Address
027/020.0-0095-0002.0 [REDACTED]	32 COUNTY ST	027/020.0-0095-0002.0	11 KINGMAN ST [REDACTED] ETAUNTON, MA 02718-0017
027/020.0-0090-0000.0 [REDACTED]	47 COUNTY ST	027/020.0-0090-0000.0	[REDACTED] 47 COUNTY STREET BERKLEY, MA 02779
027/023.0-0014-0000.0 [REDACTED]	122 MYRICKS ST	027/023.0-0014-0000.0	[REDACTED] 122 MYRICKS ST BERKLEY, MA 02779
027/020.0-0087-0000.0 [REDACTED]	41 COUNTY ST	027/020.0-0087-0000.0	[REDACTED] 39 COUNTY ST BERKLEY, MA 02779
027/020.0-0094-0000.0 [REDACTED]	38 COUNTY ST	027/020.0-0094-0000.0	[REDACTED] 38 COUNTY ST BERKLEY, MA 02779
027/023.0-0008-0000.0 [REDACTED]	57 COUNTY ST	027/023.0-0-0008-0000.0	[REDACTED] 134 MYRICKS ST BERKLEY, MA 02779
027/020.0-0090-0002.0 [REDACTED]	53 COUNTY ST	027/020.0-0090-0002.0	[REDACTED] 44 COUNTY STREET BERKLEY, MA 02779
027/020.0-0093-0000.0 42-44 COUNTY STREET LLC	42 COUNTY ST	027/020.0-0093-0000.0	[REDACTED] 128 BRALEY RD E FREETOWN, MA 02717
027/020.0-0091-0000.0 [REDACTED]	48 COUNTY ST	027/020.0-0091-0000.0	[REDACTED] P.O.BOX 1450 CHICAGO, IL 60690-1450



ATTACHMENT C

Town of Berkeley, MA Abutters Report

300ft. Abutters of Property 027/020.0-0092-0000.0

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 1/1/2018.

2 of 5

Abutter	Site Address	Property ID	Owner Address
027/020.0-0088-0000.0 [REDACTED]	43 COUNTY ST	027/020.0-0088-0000.0	43 COUNTY ST [REDACTED] BERKLEY, MA 02779
027/020.0-0089-0000.0 [REDACTED]	45 COUNTY ST	027/020.0-0089-0000.0	47 COUNTY STREET [REDACTED] BERKLEY, MA 02779
027/023.0-0006-0000.0 [REDACTED]	54 COUNTY ST	027/023.0-0006-0000.0	P.O. BOX 1450 [REDACTED] CHICAGO, IL 60690-1450

ATTACHMENT C

3 of 5

January 30, 2019

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, is scheduled for Friday February 8th 2019 at 6:30 at the Berkley Community School at 59 South Main St. Berkley Ma.02779. The proposed Marijuana Dispensary, Cultivation and Manufacture is anticipated to be located at 44 County Street, Berkley, MA. 02779. There will be an opportunity for the public to ask questions.

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
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BERKLEY, MA 02779

OFFICIAL USE

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
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BERKLEY, MA 02779

OFFICIAL USE

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.05

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BERKLEY, MA 02779

OFFICIAL USE

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.05

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Street and Apt. No., or PO Box No.
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EAST TAUNTON, MA 02718

OFFICIAL USE

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.05

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 11 KINGMAN ST.
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BERKLEY, MA 02779

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

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 Total Postage and Fees \$4.05

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EAST FREETOWN, MA 02747

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55
 Total Postage and Fees \$4.05

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
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Postage \$0.55
 Total Postage and Fees \$4.05

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Postage \$0.55
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ATTACHMENT C.

5 OF 5

Plan to Remain Compliant with Local Zoning

Berkley Botanicals, Inc. (“Berkley Botanicals”) will remain compliant at all times with the local zoning requirements set forth by Berkley. In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12. Berkley Botanicals already has a licensed & operating, co-located RMD facility at its proposed Marijuana Establishment address and has obtained local approval for that facility.

Berkley Botanicals has already attended several meetings with various municipal officials and boards to discuss Berkley Botanicals’ plans for a proposed Marijuana Cultivator and Marijuana Product Manufacturer Establishment and has executed a Host Community Agreement with Berkley. Berkley Botanicals will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Berkley Botanicals’ marijuana establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Berkley Botanicals LLC – Response to more information for Host Community Information(plan to remain compliant with Local Zoning).

Zoning of 44 County Road, Berkley MA - General Business with Special Permit for a establishment
The Planning board approval is required to obtain a special permit. Attached are the planning board rules and regulations governing the issuance of special permits in the general business and special business overlay.

In Summary the requirement are :

- Plan to be submitted to planning board, town clerk, board of selectmen, ZBA, conservation commission, board of health, building inspector, historical commission, fire department, police department, and highway department.
 - Public hearing with abutter notification to address – traffic, water and sewer, community impact, including, site design, historic impact, design character, evaluation of public and private water system and waste water, school system, fire protection, police protection, open space, wetlands and mitigation of any adverse impact.
 - Special permit compliance meeting with planning board and applicant and issue a compliance report notifying building inspector prior to issuance of a Certificate of Occupancy.
 - Performance guarantee and landscape performance guarantee.
 - Site landscaping and site lighting requirements
-
- Parking and loading requirements.

Board of Health Rules and Regulations – they are also attached In Summary the requirements are:

- Rules to prevent nuisance from noise and odor

- No sales to persons under 21 years of age
- Persons in sales must be 21 years of age
- All sales are face to face
- Marijuana operating permits are issued annually
- Any person who sells cultivates or distributes cannabis must have a current license issued by the CCC or DPH.
- RMD shall sell primarily marijuana, marijuana products and accessories.
- If necessary hazardous waste permit
- manufacture of marijuana products and foods must be conducted in a state licensed marijuana facility and in accordance with all applicable state regulations. Marijuana Businesses and business agents must comply with 105 cmr 590.000 minimum sanitation standards for food establishments.
- All cultivation, processing, manufacturing, delivery and sales and use of Marijuana products shall be conducted in compliance with all laws, bylaws.
- Submit a security plan for review to the Berkley Police Department,

PLANNING BOARD RULES & REGULATIONS GOVERNING THE ISSUANCE OF SPECIAL PERMITS IN THE GENERAL BUSINESS AND SPECIAL BUSINESS OVERLAY

Section I - Purpose & Authority

- 1.0 These rules and regulations are adopted by the Planning Board, hereinafter called the Board, as the Special Permit Granting Approval Authority provided in Article 21 of the Berkley Zoning Bylaws for the purpose of granting Special Permit Approval.
- 1.1 These rules and regulations may be adopted and from time to time amended after notice and a public hearing. A concurring vote of a majority of the Board is required for favorable action. These rules and regulations and any amendments thereto must be filed with the Registry of Deeds and the Land Court in order for them to be enforceable.
- 1.2 These rules and regulations are effective when voted. A copy shall be filed with the office of the Town Clerk, with appropriate endorsements such as:

Date of Adoption by Planning Board: _____;
Date filed with Town Clerk: _____;

Section II - Application

- 2.0 An application for Special Permits shall also be accompanied by the following:
- 2.1 Abutters List. A list of the names and addresses which shall include the petitioner, abutters, owners of land directly opposite on any public or private street or way, and abutters to abutters within three hundred feet (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list;
- 2.2 Said list shall be presented on a properly executed list of abutters certified by the Board of Assessors. Applicant(s) shall submit envelopes addressed to each abutter along with Certified Mail cards, and return receipt requested slips, filled out for each abutter and any "parties of interest" as defined in M.G.L. Ch. 40A-Sec. 11. The return address on all mailing pieces shall be:

Berkley Planning Board
Berkley Town Hall
1 North Main Street
Berkley, MA 02779

- 2.3 All applications shall include two certified checks made payable to the order of the Town of Berkley. One check shall be for Administrative fees and the second check shall establish an
- 5/24/2012/08

individual consultant account. Any additional payments required shall be made within 10 days of receipt of the request.

In addition, the Applicant is responsible for all costs associated with the required mailing and advertising. Within 5 days of submission, the Applicant must supply the Board with:

A check made payable to the order of 'Postmaster' in an amount equal to the cost of the certified mailing.

A check in an amount equal to the cost of legal advertisement.

The Planning Board or its agent will provide the payee and amount to the Applicant.

2.3.1 Administrative Fee - The filing fee for a Special Permit application shall be determined by Gross Floor Area (GFA):

< 5,000 sq. ft GFA	\$750
> 5,000 – 19, 999 sq. ft. GFA	\$1500
> 20,000 sq. ft GFA	\$3000
Modification or Expansion	\$500
No Structure:	
under 2 acres	\$150
2 – 5 acres	\$350
5 – 20 acres	\$750
Over 20 acres	\$1,000 plus \$100 /acre over 20

2.3.2 Consultant Review Fee/Special Account

2.3.2.1 Every Special Permit application shall be required to file the following minimum review fee to establish an individual special account. If, in addition, this minimum amount is not sufficient to cover the entire cost of the review, the Board shall adjust said special account. The minimum fee and the adjustment schedule are as follows:

Up to 5,000 sq. ft.	\$5,000
Greater than 5,000 sq. ft.	\$5,000 - plus

	\$1,000 for each 10,000 sq. ft of building area or portion thereof
Modification	\$5,000 - plus \$1,000 for each 10,000 sq. ft of building area or portion thereof

No Structure:

under 5 acres	\$5,000
5 – 20 acres	\$7,500
Over 20 acres	\$10,000 plus \$500 /acre over 20

2.3.2.2 Where specific conditions arising from the land or the nature of the proposal necessitate the assistance of a planning, engineering, traffic, soils, hydrologic or other consultant(s), the Planning Board may engage such consultant services to assist the Board in analyzing the project to ensure compliance with all relevant laws, ordinances, bylaws, regulations, good design principals, and state-of-the-art technology. The Board may require that applicants pay a "review fee" consisting of the reasonable costs to be projected to be incurred by the Board, for the employment of consultants engaged by the Board to assist in the review of the application.

2.3.2.3 Funds received by the Board pursuant to this section shall be deposited with the Town Treasurer who shall establish a special individual account for this purpose. Expenditures from this special account may be made at the direction of the Board, without further appropriation. Expenditures from this special account shall be made only in connection with the review of a specific project or projects for which a review fee has been or will be collected from the applicant.

The balance of the applicant's deposit minus consultant charges shall at no time be less than one half (1/2) the initial deposit, and the applicant shall deposit such additional funds as are required to restore the Special Account

to the amount of the initial deposit upon notice from the Planning Board, by certified mail, that the amount on deposit has been decreased by the expenditures described herein to an amount at or below one half (1/2) the initial deposit.

The failure of the applicant to make the initial deposit, and/or to maintain the Special Account in accordance with this section, shall be grounds for denial of the application or permit.

2.3.2.4 Review fees may only be spent for services rendered in connection with the specific project for which they were collected. Accrued interest may also be spent for this purpose. At the completion of the Board's review of a project, any excess amount in the account, including any interest, attributable to a specific project, shall be repaid to the applicant or the applicant's successor in interest. The applicant must submit a written request for these funds. For the purpose of this regulation, any person or entity claiming to be an applicant's successor in interest shall provide the Board with the documentation establishing such succession in interest.

2.3.2.5 Any applicant may take an administrative appeal from the selection of the outside consultant to the Board of Selectmen, providing that such appeal is taken within 14 days of notification of the Board's appointment of the consultant. The grounds for such an appeal shall be limited to claims that the consultant selected has a conflict of interest or does not possess the minimum required qualifications as may be set by the Board. The minimum qualifications shall consist either of a four-year college level educational degree in, or one related to, the field of knowledge at issue or three or more years of practice in the field at issue or a closely related field. Minimum qualifications may be changed at the Board's discretion depending upon the complexity and/or importance of the proposed project. The required time limit for action upon an application by the Board shall be extended by the duration of the administrative appeal. In the event that no decision is made by the Board of Selectmen within one month following the filing of the appeal, the selection made by the Board shall stand.

2.3.2.6 Other Costs and Expenses - The applicant is responsible for preparing notices and associated costs of mailing to abutters and any parties in interest by certified mail, return receipt requested. The prepared notice shall be reviewed and mailed by the Planning Board or its agent. Return receipts are to be addressed to the Planning Board for further verification. The prepared notices/certified mailing shall be delivered to the Planning Board agent not less than ten (10) business days before the date of the public hearing.

- 2.4 One (1) copy of all local, state, and federal approvals, if obtained, prior to the granting of the Special Permit and any variances obtained prior to the granting of the Special Permit.
- 2.5 Written permission from the owner of the property to apply for Special Permit if the applicant is not the owner.
- 2.6 An original plan, and three (3) copies shall be submitted to the Planning Board. Additional copies of the application and plan shall be filed simultaneously by the applicant with the **Town Clerk, Board of Selectmen, Zoning Board of Appeals, Conservation Commission, Board of Health, Building Inspector, Historical Commission, Fire Dept., Police Dept., and Highway Dept.** and the standard form signed by each department shall be returned to the Planning Board within 5 days.
- A complete application packet shall be sent directly to the Planning Board's consultant(s) upon filing a Special Permit application.
- 2.7 A completed, current Tax Form (Form T) having required signatures.
- 2.8 2 copies of the final approved plan shall be submitted to the Planning Board on disk, or in .pdf format.

Section III - Procedures

- 3.0 **Public Hearing:** A public hearing notice shall be given by publication in a newspaper of general circulation once in each of two successive weeks, the first publication to be not less than fourteen (14) days before the day of the hearing and by posting such notice in a conspicuous place in town hall for a period of not less than fourteen (14) days before the day of such hearing and shall send written notice by certified mail, return receipt requested to all direct abutters. The legal ad and abutter notification shall include, at a minimum, the following information and shall be at the expense of the applicant:
- 3.0.1 The name, and if applicable, the business name and address of the applicant;
- 3.0.2 The street address and the assessor's map and lot number of the property as specified on the Special Permit Application on which construction, expansion or modification is planned;
- 3.0.3 A brief description of the type of construction, expansion or modification planned;
- 3.0.4 The designated Town office where the Special Permit Application and plans can be reviewed;
- 3.0.5 The date, time and place of the public hearing.
- 3.1 Approval: The Planning Board's approval may consider comments received from various municipal reviewers. Additionally, proposed methods of mitigating impacts associated with

each project will be incorporated into the Board's approval. In addition, the following criteria must be addressed to the Planning Board's satisfaction. Such findings shall pertain to the entire proposed development, including any Special Permit or design modifications imposed by the Planning Board as a condition of its approval, and off-site improvements proposed by the applicant or required by the Planning Board as a condition of its approval.

3.1.1 The traffic carrying capacity of the intersections and streets likely to be affected by the proposed development will meet the standards set forth in Section 6.

3.1.2 The planned capacities of public and/or private facilities such as water supply, sewage and drainage systems are adequate in the vicinity of the site to serve the proposed development.

3.1.3 The proposed development will comply with the community impact standards set forth in Section 6.

3.1.4 In granting approval of an application, the Planning Board may impose conditions, limitations and safeguards which shall be in writing and shall be a part of such approval. Such conditions may include, among other matters and subjects:

3.1.4.1 Controls on the location and type of access to the site;

3.1.4.2 Requirements for off-site improvements to improve the capacity and safety of roads, intersections, pedestrian ways, water, sewer, drainage, and other public facilities which are likely to be affected by the proposed development;

3.1.4.3 Requirements for donation and/or dedication of land for right-of-way to provide for future roadway and/or intersection widening or improvements;

3.1.4.4 Requirements for securing the performance of all proposed work, including proposed off-street improvements;

3.1.4.5 A passbook account, meeting the requirements of the Town Treasurer, shall be established in an amount determined by the Planning Board or Planning Board's designated agent sufficient to cover the cost of all or any part of the improvements required as conditions of approval;

3.1.4.6 Conditions to minimize off-site impacts on traffic and environmental quality during construction. (i.e. screening, stormwater runoff, construction dewatering, dust)

3.2 **Minor Modification:** A minor modification may be approved in accordance with the Special Permit Approval Zoning Bylaw. An additional project review fee may be assessed by the Planning Board.

3.3 Pre-construction Meeting: There shall be a pre-construction meeting with the Planning Board or its designated agent prior to commencement of any work on the development site. NOTE: Any changes to the approved Special Permit must be made in writing to the Board and approved prior to commencement of work.

3.4 Pre-construction Schedule: There shall be a site visit/inspection schedule set up by the Planning Board or its designated agent prior to commencement of any construction on the development site.

3.5 Occupancy Permits: The Planning Board or its designated agent shall conduct an on-site inspection of the development, hold a Special Permit compliance meeting with the Board and the applicant and issue a Special Permit compliance report notifying the Building Inspector prior to issuance of an occupancy permit by the building department.

3.6 Performance Guarantee: A separate passbook shall be established which meets the requirements of the Town Treasurer, with the applicant/controller of the land and/or project, in an amount acceptable to the Board, as a guarantee for performance of unfinished work to the development. In addition, the Board shall require a landscape performance guarantee for five (5) growing seasons from the time of planting.

Section IV – Special Permit Content

The Special Permit plan shall contain the following:

4.1 A Locus map at a scale of 1" = 200' which shall show all streets, bodies of water, public or private drinking supplies, public or private waste water disposal systems, landscape features, historic sites, habitats for endangered species within the parcel and within three hundred (300) feet of the parcel and all buildings within the parcel and within three hundred (300) feet of the parcel;

4.2 The location and name of all streets, any and all driveways, and curb-cuts within threehundred (300) feet of the site. Street shall include layout, designated as public or private, and pavement width;

4.3 On-site and abutting lot lines; names of all abutters as they appear in the most recent tax list. All contiguous property owned by the applicant shall be included;

4.4 Zoning District(s) boundary lines of the locus and all land within three hundred (300) feet of the parcel, including overlay districts and other districts not specifically mentioned; other information such as: floodplain, wetland and water resource protection, shall also be displayed. Other features including; slope, geological features, unique vegetation, existing; (six (6)" trunk diameter or greater measured four (4) feet above grade) trees, stone walls, easements, fencing, cemeteries, buildings (including historic background if any), prior

landfills, septic systems, private or public water supplies, rock outcroppings, vistas and other natural features;

- 4.5 Five (5) **signature lines** for Planning Board approval, **located in the lower right corner**, along with a statement that “This Special Permit Approval does not necessarily indicate compliance with the Berkley Zoning By-law”. **One (1) signature line for Town Clerk** approval along with the statement “I, Town Clerk of the town of Berkley, MA hereby certify that the notice of approval of this plan by the Planning Board has been received and recorded at this office and no appeal was received during the next twenty days after receipt and recording of said notice”;
- 4.6 Existing and proposed topography contour lines at two (2) foot intervals on the parcel to be developed and within one hundred (100)' thereof. Information and location of benchmark(s) used shall also be provided;
- 4.7 Information on the location, size, type and number of existing and proposed landscape features. A Landscaping Plan shall be provided showing species selected for approval by the Planning Board or its agent. The use of drought resistant varieties is encouraged. Said plan may be required to be prepared, stamped and signed by a Landscape Architect registered in the Commonwealth of Massachusetts;
- 4.8 Information on location, size and capacity of existing and proposed on-site and abutting utilities (water, sewer, drainage, electrical, cable, etc.);
- 4.9 A Zoning Chart with the minimum area requirements per the Berkley Zoning Bylaws;
- 4.10 Elevation and façade treatment plans of all proposed buildings. A listing of materials to be used;
- 4.11 Information on the location, size and type of parking, loading, storage, drive-thru and service areas;
- 4.12 Percent of building lot coverage and percentage of paved (impervious) area used for parking, loading, access within the property and percent open space of the site;
- 4.13 Existing and proposed location(s) of loading areas, driveways, access and egress points, and the location and number of parking spaces required per Berkley Zoning Bylaws;
- 4.14 The Special Permit plan(s) shall be at a scale of 1"=40', except for building elevation plans, which shall be at a scale of 1/4"=1' drawn on a standard 24"x36" sheet(s);
- 4.15 A Development Impact Statement will be required in accordance with Section 6;
- 4.16 Special Permit plan(s) must be prepared, signed and stamped by a professional civil engineer and a Professional Land Surveyor both who must be registered in the Commonwealth of Massachusetts. The land surveyor shall perform an instrument boundary survey and shall

certify the accuracy of the locations of the building, setbacks and all other required dimensions, elevations and measurements and shall be signed under the penalties of perjury;

- 4.17 The date and north arrow shall be shown;
- 4.18 The location of existing or proposed building(s) on the lot(s) shall be shown with the total square footage and dimensions of all buildings, all building elevations and floor plans, and perspective renderings;
- 4.19 The applicant shall submit information on existing and proposed on-site wells, water supply systems, storm drainage systems, utilities, sites for enclosed refuse and recycling containers and location and capacity of septic systems and estimated amounts of water consumption and sewer discharge, including: all measures proposed to prevent pollution of surface water or groundwater, soil erosion, increased runoff, and flooding. An erosion control plan showing method(s) and location(s) to be used shall also be submitted;
- 4.20 Existing and proposed signs; noting height, size, location and manner of lighting (applicant is encouraged to include photograph(s) and /or sketch(s));
- 4.21 A photometric plan showing the parcel to be developed and within fifty (50) feet thereof. The plan shall include the following: location of all existing and proposed exterior light(s), including building ground and parking lot light(s); noting height, initial foot-candle readings on the ground and data on the types of fixtures to be used. Lighting shall not intrude onto abutting properties or interfere with vehicular traffic on public ways;
- 4.22 A traffic impact study prepared by a registered professional engineer experienced and qualified in traffic engineering;
- 4.23 The application shall also furnish a narrative summary of the vital statistics of the project;
- 4.24 Any additional information, which the Board reasonably requires. The Board may engage appropriate consultants to review the Special Permit plan for completeness and correctness and shall require the applicant to pay for the cost of the review.

Section V – Requirements

All Special Permit applications and plans shall be prepared in compliance with the Berkley Zoning Bylaws and the Berkley Planning Board Rules and Regulations governing Special Permit Approval. The Special Permit standards not specifically enumerated herein shall be found in Time-Saver Standards for Special Permitting written by Joseph De Chiara & Lee E. Koppelman, as most recently revised. Along with all applicable Special Permit standards of the Architectural Access Board, American Disabilities Act, AASHTO and any other local, state, and federal standards not specifically enumerated herein. In the event there is a conflict in standards, the jurisdictional standard shall apply, unless otherwise waived by the Planning Board.

5.1 Site Landscaping

- 5.1.1 Every effort shall be made to retain and protect existing (6" trunk diameter or greater measured 4 feet above grade) trees, shrubs and other landscape features on a site.
- 5.1.2 A three (3) foot wide landscaping strip shall be provided along the foundation walls to soften their appearance for all non-residential building(s). The landscape strip may be staggered to a maximum of 5 feet, in order to vary the landscape design for a site. The landscape strip shall provide screening to the portion of the foundation above grade.
- 5.1.3 A twenty-five (25) foot undisturbed natural buffer area shall be maintained from any wetland resource area defined under the Massachusetts Wetland Protection Act and recognized by the Berkley Conservation Commission. Stairways, decks, fences and water dependent structures (and the grading for such) internal to parking lots and around buildings are not exempted from the twenty-five (25) foot setback requirements.
- 5.1.4 It is the purpose of these Rules and Regulations to preserve and/or maintain open space for new sites. Therefore any lot or group of contiguous lots totaling less than three (3) acres shall provide twenty five (25) percent open space. Any lot or group of contiguous lots totaling more than three (3) acres shall provide thirty-five (35) percent open space. Open space shall be considered any area not occupied by buildings, paving, drives, roadways, sidewalks etc. Wetland resources areas defined by the Massachusetts Wetland Protection Act can be used to meet the open space requirement described above. Whenever possible, open space should be maintained in its natural state. All open space areas on a site shall be adequately landscaped with trees, shrubs, flowers, grass, and/or mulch. Wherever feasible, open space shall be contiguous with other open space of abutting land.
- 5.1.5 Parking lots containing ten (10) or more parking spaces shall have at least one tree per eight (or fractions of eight) parking spaces. Such trees to be located within the paved parking area. Such trees shall be at least four (4)" trunk diameter measured twelve (12)" to eighteen (18)" above the ground with a minimum of sixty (60) square feet of seeded or landscaped permeable surface area per tree. When parking areas contain twenty-five (25) or more spaces, at least five (5) percent of the parking area shall be maintained with landscaping (within the interior of the parking area), including trees as above, in plots of at least ten (10) feet in width. Trees and landscaped plots shall be so designed and located as to provide visual relief and sun and wind screening within the parking area, and to assure safe patterns of internal circulation. Planting areas are required along parking area perimeters to prevent offsite glare onto the public or private way(s). Parking lot plantings shall not block motorists line of sight upon entering and exiting a site. Any landscaped area described above can be used to meet the open space requirement of this section for new sites.

5.2 Site Lighting

Access ways, parking areas, and pedestrian walkways shall have adequate lighting for security and safety reasons. Lighting shall meet the following standards:

- 5.2.1 The luminaries/lighting fixtures shall be the shoe box type or decorative in nature (with interior directional shields), consistent with the architectural theme of the development. Flood and area lighting is unacceptable. All luminaries/lighting fixtures shall have a total cutoff of all light at less than ninety (90) degrees from vertical. The lighting fixture shall only be visible from below.
- 5.2.2 Reflectors of proper distribution shall be selected for maximum efficiency. Reflectors and shielding shall provide total cutoff of all light at the property lines of the parcel to be developed.
- 5.2.3 The luminaries/lighting fixtures shall not exceed twenty (20) feet in height or the height of the building's roofline whichever is lower. The luminaries/lighting fixtures for sidewalks/paths shall not exceed 12 feet in height.
- 5.2.4 Where wall-pack type luminaries/lighting fixtures are utilized for outdoor lighting fixtures, the fixture shall be equipped with a prismatic lens to reduce glare. Wall-pack lighting shall be designed to a maximum cutoff of seventy (70) degrees from vertical. The location of the wall-pack on the structure shall not exceed 20 feet in height.
- 5.2.5 All luminaries/lighting fixtures shall be restricted to a maximum foot-candle level of 8.0 (initial), as measured directly below the fixture at grade.

5.3 Drainage

The drainage system shall be designed so that there is no net increase in the pre vs. post peak rates of storm water discharge for the 2, 10 and 100-year storm events and rates. The applicant shall demonstrate to the satisfaction of the Planning Board that the project is designed to have no measurable or significant impact as to existing vegetation, topography, wetlands, and other natural or man-made features.

The system shall be designed to treat storm water to all applicable standards of town, state and federal agencies. The system design shall promote on-site infiltration and minimize the discharge of pollutants to the ground and surface water. Drainage systems shall have an emergency overflow for the one-hundred (100) year storm event. Additionally, the drainage system will be designed in accordance with Stormwater Management Volume I and II prepared by: MA Department of Environmental Protection and MA Office of Coastal Zone Management as most recently revised. In special cases, the site drainage may utilize the Town's drainage system with the approval of the Planning Board, or its agent & the Highway Department. The Planning

Board requires that proper calculations be submitted. A minimum of one foot of freeboard shall be provided for all detention/retention structures.

5.3.1 Design Criteria: The applicant shall use the best available drainage systems. The suitability of the drainage design shall be based on the natural features, such as soil types, slope, vegetative cover, water table etc., of the site. Drainage plans shall be developed in consultation with the Planning Board office and the Board's consultants with the following objectives in mind:

5.3.1.1 Protection of surface and groundwater quality;

5.3.1.2 Public safety;

5.3.1.3 Protection of existing abutting properties, septic systems and public or private water systems;

5.3.1.4 Enhancement of and connection to natural drainage systems, including streams, floodplains, and associated wetlands;

5.3.1.5 Attractiveness of the plan, minimizing disruption to existing features, and successful imitation of natural systems;

5.3.1.6 Minimizing of long term maintenance and/or reconstruction obligations.

Unsuccessful imitation of a natural system

Successful imitation of a natural system

5.3.2 Performance Standards: On site drainage systems, including detention/retention areas, shall meet the following:

5.3.2.1 A thirty-five (35) foot buffer screen that is aesthetically pleasing of existing vegetation shall be retained between all detention or siltation structures and adjacent off-site uses (roadways and/or structures).

5.3.2.2 A thirty-five (35) foot buffer zone of existing vegetation shall be retained between all point source discharges of stormwater and surface waters and wetlands;

5.3.2.3 All piping within the drainage system shall be sized for the twenty five (25) year storm event.

5.3.2.4 Detention facilities shall be designed to function as natural wetlands, having characteristics of side slopes, gradients, vegetation and topographic location which follow naturally occurring wetland.

5.3.2.5 Side slopes of detention facilities should be no steeper than 3:1 horizontal to vertical relationship;

5.3.2.6 A maximum of 2% slope shall be permitted for the bottom of the basin;

5.3.2.7 Where clearing and/or regrading is unavoidable, vegetation shall be reestablished in conformance with the landscaping plan.

5.3.2.8 Detention basins shall provide one-hundred and fifty (150%) of the required storage volume for the one-hundred (100)-year storm event. At least one permeability test shall be conducted within each detention basin to estimate the infiltration rate. (one test per 10,000 square feet of overall detention basin area is required).

- 5.3.2.9 Ground infiltration by means of leaching pits, leaching catch basins or similar facilities are not allowed as a means to calculate or mitigate storm water disposal;
- 5.3.2.10 No drainage outfall shall be discharged at an elevation below the high water line of a wetland, stream or water body or abutting property;
- 5.3.2.11 A headwall with wing walls protected by rip-rapped aprons shall be provided at the outfall of all drainage pipes.
- 5.3.2.12 Test holes shall be conducted by a licensed soil evaluator in each detention basin in accordance with the 310CMR: Department of Environmental Protection (Title V) methods. A minimum of one test per 10,000 square feet of overall detention basin area is required. Monitoring wells may be required by the Planning Board.
- 5.3.2.13 All detention basins within ten (10) feet of parking lots, driveways, or areas of public access shall be protected by a guardrail. All detention basins within forty (40) feet of public ways shall be protected by a guardrail. The Planning Board may require additional guardrails.

5.4 Parking and Loading

Parking lots shall be designed to include median strips and landscape islands to improve internal circulation. Additionally, rows of parking should be interrupted by landscaped or naturally vegetated islands. Parking lots and access drives shall be designed to prevent motorists from stacking onto the public way. Parking areas shall be interconnected wherever feasible. Any entrance or exit driveway shall be a minimum of twenty five (25) feet in width. Parking lanes shall be sized according to the internal circulation pattern. Parking shall be prohibited between buildings and street layout, except for handicap access. Parking for large trucks shall be provided as determined by the Planning Board. Loading shall be designed to be convenient to the loading and unloading of vehicles and to avoid conflicts with the internal circulation pattern. Curbing shall be vertical granite at the access drive radii. Each site shall have only one curb cut per street frontage, except where it is deemed that more than one curb cut is necessary for emergency access purposes or to enhance the site.

5.5 Service Facilities

Service facilities such as: garbage collection, recycling containers, refrigeration units, utility areas and other facilities not specifically identified shall be screened in a manner consistent with the design of the building around their perimeters. Screening may consist of fencing and/or natural vegetation. Screening shall have an effective height and width to screen from public view said service facility.

5.6 Construction

- 5.6.1 All access drives and parking areas shall be graded, paved, and drained in accordance with standards enumerated above.

5.6.2 Curbing shall be placed at the edges of all paved surfaces. Wheelstops shall be placed where parking spaces abut sidewalks and/or walkways for pedestrians. Guardrails shall be placed along parking spaces and drive aisles where slopes exceed 3:1. Curbing shall not be bituminous concrete.

5.6.3 All utility connections shall be underground and constructed in accordance with the requirements of the town and other utility companies.

5.6.4 Bollards may be placed along the sides of the building exposed to vehicle traffic.

5.7 Access Connections

5.7.1 Separation between access connections on all collector and arterials shall be based on the posted speed limit in accordance with the following table:

<i>Posted Speed Limit (MPH)</i>	<i>Access Connection Spacing (Feet)</i>
20	140
30	210
40	280
50	350

5.7.2 The width of the access connections at the property line of the development shall not exceed 25 feet, unless the traffic impact study identifies and the Planning Board agrees to the need for turning lanes from the development onto the adjacent public road.

5.7.3 The access connection shall provide a minimum distance of 40 feet in depth between the property line and the beginning of any parking areas, turning areas and/or stacking lanes within the development.

Appropriate separation from road

Inappropriate separation from road

5.7.4 For a site at an intersection where no alternatives exist, such as joint or cross access, the Board may allow construction of an access connection at a location suitably removed from the intersection. In such cases, the applicant shall provide directional restrictions (i.e. right in/ right out only and/or a restrictive median) as required by the Board.

5.7.5 A system of joint use driveways and cross access easements shall be established wherever feasible along (name road or overlay corridor) and the proposed development shall incorporate the following:

- a) A service drive or cross access corridor extending the width of the parcel.

- b) A design speed of 10 mph and sufficient width to accommodate two-way travel aisles.
- c) Stub-outs and other design features to make it visually obvious that the abutting properties may be tied in to provide cross-access via a service drive.

5.7.6 A leveling area shall be provided having a minus one percent (-1%) grade for a distance of thirty (30) feet measured from the nearest exterior line of the intersecting street, to the point of vertical curvature.

Appropriate leveling area

Inappropriate leveling area

5.8 Drive Through Facilities

5.8.1 Drive-through facilities shall provide a minimum of (8) eight stacking spaces (within the site) before the order board. The facility shall provide another (4) four stacking spaces between the order board and the transaction window. If the facility has two transaction windows the (4) four stacking spaces may be spilt between each of the windows. An additional stacking space shall be provided after the last transaction window(s).

5.8.2 Each stacking space shall be a minimum of twenty (20) feet in length and ten (10) feet in width along straight portions. Stacking spaces and stacking lanes shall be a minimum of twelve (12) feet in width along curved segments.

5.8.3 Stacking lanes shall be delineated from traffic aisles, other stacking lanes and parking areas with striping, curbing, landscaping and the use of alternative paving materials or raised medians.

5.8.4 Entrances to stacking lane(s) shall be clearly marked and a minimum of sixty (60) feet from the intersection with the public street. The distance shall be measured from the property line along the street to the beginning of the entrance.

Clearly delineated stacking lanes

5.8.5 Stacking lanes shall be designed to prevent circulation congestion, both on site and on adjacent public streets. The circulation shall: (a) separate drive-through traffic from site circulation, (b) not impede or impair access into or out of parking spaces, (c) not impede or impair vehicle or pedestrian traffic movement, and (d) minimize conflicts between pedestrian and vehicular traffic with physical and visual separation between the two. Stacking lanes shall not interfere with required loading and trash storage areas and loading or trash operations shall not impede or impair vehicle movement. If said separate stacking lane is curbed, an emergency by-pass or exit shall be provided.

- 5.8.6 Stacking lanes shall not enter or exit directly into a public right-of-way. Stacking lanes shall be integrated with the on-site circulation pattern.
- 5.8.7 The intersection of stacking lanes and walk-in customer access shall be a minimum of fifty (50) feet from any access connections and/or transaction windows. Said intersections shall be provided with a crosswalk. These crosswalks shall use enriched paving and striping and include warning signage aimed at both the pedestrian and vehicle.
- 5.8.8 Any outdoor service facilities (including menu boards, speakers, etc.) shall be a minimum of one hundred (100) feet from the property line of residential uses. Sound from such facilities may require a barrier to redirect sound away from abutters.
- 5.8.9 Menu boards shall be a maximum of thirty square (30) feet, with a maximum height of six (6) feet in height and shall be shielded from any public street and residential properties.

5.9 Architectural/Building Design

- 5.9.1 Architectural details of new buildings and additions, textures of wall and roof materials, should be harmonious with the building's overall architectural style and should preserve and enhance the character of the surrounding area.
- 5.9.2 The mass, proportion and scale of the building, roof shape, roof pitch, and proportions and relationships between doors and windows should be harmonious among themselves and with those of the surrounding area.
- 5.9.3 The building's location shall be oriented parallel or perpendicular to the street. Where the minimum setback cannot be maintained by the building, the applicant shall provide adequate spatial definitions through the use of walls, fences and or other elements, which will maintain the street line.
- 5.9.4 The design of proposed buildings, structures and additions shall complement, whenever feasible, the general setback, roof line, roof pitch, arrangement of openings, color, exterior materials, proportion and scale of existing buildings in the vicinity.
- 5.9.5 When a drive-through is proposed on a property with an historic building, the architectural character defining the exterior elements of the historic building shall be preserved. Signage should be compatible with the historic character of the building.
- 5.9.6 Buildings: buildings should be placed close to the road where appropriate; parking areas should be placed to the side or rear of buildings where appropriate; long horizontal facades should be avoided by incorporating recesses and projections, of a

minimum of two feet in depth; entrance ways should be emphasized by use of rooflines, changes in materials, landscape treatments or other architectural elements; franchise architecture with highly contrasting color scheme, non-traditional forms, reflective siding and roof materials should be avoided; drive-through elements should be architecturally incorporated into the building; drive-through elements generally should not face the street; the material used for additions should complement the materials of the original structure.

5.9.7 Rooflines: the use of flat roofs and A-frame roofs should be avoided; roof colors should be earth tones or a color that is darker than the facade and garish roof colors should not be used; visible roofing materials should complement the color and texture of the building's facade; roof mounted mechanical equipment should be screened from public view or grouped at the rear of the structure where visibility is limited.

5.9.8 Building Signs: simple geometric shapes should be used for signs; signs should be limited to two or three contrasting colors that complement the colors on the building; garish colors should be avoided; carved wooded signs are encouraged; lighting fixtures illuminating signs should be located so light is directed only onto the sign facade.

5.9.9 Windows: A minimum of 60% of the building's street side facade shall contain windows. The windows should be divided by muntins and framed with a casing trim; awnings should be designed as an integral part of the building facade; metal awnings are discouraged.

Section VI – Community and Traffic Impact Assessment

6.1 Community Impact Assessment

6.2 Purpose: To evaluate the impact of the proposed project on Town services and surrounding neighborhood.

Scope:

6.1.1 **Site design and neighborhood impact:** Evaluation of the relationship of proposed new structures or alterations to nearby pre-existing structures in terms of character and intensity of use (e.g., scale, mass, materials, color, location and size of doors and windows, setbacks, roof and cornice lines, and

other major design elements); and of the location or configuration of proposed structures, parking areas, and open space with respect to neighboring properties.

- 6.1.2 **Historic impact:** identification of impacts on significant historic properties, or archeological resources (if any) in the vicinity of the proposed development.
- 6.1.3 Evaluation of impacts on the public and private water system, wastewater disposal and sewage system, the school system, fire protection, police protection, libraries, open space, wetlands, waterways and parks and recreation facilities, and proposed methods of mitigation for any adverse impacts.

6.2 Community Impact Standards

Required:

- 6.2.1 Design elements shall be compatible with the character and scale of neighboring properties and structures.
- 6.2.2 The design of the development shall minimize the visibility of visually degrading elements such as trash collectors, loading docks, mechanical equipment, etc.
- 6.2.3 The design of the development shall be consistent or compatible with existing local plans (if any), including plan elements adopted by the Planning Board, Conservation Commission, Open Space Plan, and other Town bodies having such jurisdiction.
- 6.2.4 The location and configuration of proposed structures, parking areas and open space shall be designed so as to minimize any adverse impact on temperature and noise levels or wind velocities on the site and adjoining properties.
- 6.2.5 Outdoor lighting, including lighting on the exterior of a building or lighting in parking areas, shall be arranged to minimize glare and light spillover to neighboring properties.

6.3 Traffic Impact Assessment

Purpose: To document existing traffic conditions in the vicinity of the proposed project, to describe the volume and effect of projected traffic generated by the proposed project, and to identify measures proposed to mitigate any adverse impacts on traffic. A registered professional engineer experienced and qualified in traffic engineering shall prepare the traffic impact assessment.

Scope:

- 6.3.1 Document the methodology and sources used to service existing data and estimations;
- 6.3.2 Existing traffic conditions- average daily and peak hour volumes, average and peak speeds, sight distances, accident data for the previous 3 years, and levels of service (LOS) of intersections and streets affected by the proposed development. Generally, such data shall be presented for all streets and intersections adjacent to or within 1,000 feet of the project boundaries, and shall be no more than 12 months old at the date of application, unless other data is specifically approved by the Board.
- 6.3.3 Projected traffic conditions for design year of occupancy shall include: statement of design year of occupancy, average annual background traffic growth, impacts of proposed developments which have already been approved, under construction and /or are pending before a town board.
- 6.3.4 Projected impacts of the proposed development shall include: Projected peak hour and daily traffic generated by the development on roads and ways in the vicinity of the development; sight lines at the intersections of the proposed access connection and adjacent streets; existing and proposed traffic controls in the vicinity of the proposed development; and the projected post development traffic volumes and levels of service of intersections and streets likely to be affected by the proposed development.
- 6.3.5 Proposed mitigation shall include: A plan (with supporting text) to minimize traffic and safety impacts through such means as physical design and layout concepts, staggered employee work schedules, promoting use of public transit or carpooling, or other appropriate means; and an interior traffic and pedestrian circulation plan designed to minimize conflicts and safety problems. Measures shall be proposed to achieve the following postdevelopment standards:
 - (i). All streets and intersections to be impacted by the project shall have the same Level of Service or better than pre-development conditions.

6.4 Traffic Impact Standards

Required: The “level of service” (LOS) of all impacted intersections and streets shall be adequate following project development. For purposes of this standard:

- 6.4.1 “Level of service” (LOS) shall be determined according to criteria set forth by the Highway Capacity Manual;
- 6.4.2 “Impacted” means located within 1,000 feet of the closest boundary of the project site and projected to receive at least five percent (5%) of the anticipated average daily or peak hour traffic generated by the proposed development;

- 6.4.3 “Adequate” shall mean a level of service of “B” or better for rural, scenic and residential streets and for all new streets and intersections to be created in connection with the project; and “D” or better for all other streets and intersections; and

The proposed Special Permit shall minimize points of traffic conflict, both pedestrian and vehicular. The following guidelines shall be used to achieve this standard:

- 6.4.4 Entrance and exit driveways shall be so located and designed as to achieve maximum practicable distance from existing and proposed access connections from adjacent properties.
- 6.4.5 Where possible, driveways shall not be located opposite similar driveways.
- 6.4.6 Sharing of access driveways by adjoining properties and uses is encouraged.
- 6.4.7 Left-hand turns and other turning movements shall be minimized.
- 6.4.8 Driveways shall be so located and designed as to discourage the routing of vehicular traffic to and through residential streets.
- 6.4.9 Pedestrian and bicycle circulation shall be separated from motor vehicle circulation as far as practicable.

Section VII - Severability of Provisions

The provisions of these rules and regulations are severable. If any provision of these Rules and Regulation is held invalid, the other provisions shall not be affected thereby. If the application of these rules and regulations, or any of its provisions to any person or circumstances is held invalid, the application of these rules and regulations and their provisions to other persons and circumstances shall not be affected thereby.

Section VIII - Waiver of Full Compliance

Full compliance with these rules and regulations may be waived by the Planning Board, provided such waivers are deemed to serve the public interest and are not conflicting with Chapter 40A M.G.L. Requested waivers shall be submitted in writing at the time of the application accompanied by reasons the waiver(s) if granted would benefit the residents of the Town of Berkley.

Section IX - Violations

Written notice of any violation of this bylaw shall be provided by the Zoning Enforcement Officer/Building Inspector to the owner of the premises, specifying the nature of the violations and a schedule of compliance, including cleanup of any spilled materials. This compliance schedule must be reasonable in relation to the public health hazard involved and the difficulty of compliance. In no event shall more than 30 days be allowed for either compliance or revitalization of a plan for longer-term compliance. In the enforcement of this bylaw, the Building Inspector shall notify the Health Inspector of any violations and seek the Health Inspector's and/or Agent's assistance.

Section X - Definitions:

Access: A way or means of approach to provide vehicular or pedestrian entrance or exit to a property.

Access Connection: Any driveway, street, curb cut, turnout or other means of providing for the movement of vehicles to or from the public/private roadway network.

Best Management Practices (BMP): For the purposes of storm-water management structural or nonstructural and managerial techniques that are recognized to be the most effective and practical means to prevent or reduce non-point source pollutants from entering receiving waters in accordance with Stormwater Management Volume I and II prepared by: MA Department of Environmental Protection and MA Office of Coastal Zone Management as most recently revised.

Cross Access: A service drive providing vehicular access between two or more contiguous sites so the driver need not enter the public street system.

Directional Median Opening: An opening in a restrictive median, which provides for the specific movements and physically restricts other movements. Directional median opening for two opposing left or "U-turn" movements along a road segment are considered one directional median opening.

Drive-Through Facility: A commercial facility which provides a service directly to a motor vehicle or where the customer drives a motor vehicle onto the premise and to a window or mechanical device through or by which the customer is served without exiting the vehicle. This shall not include the selling of fuel at a gasoline filling station or the accessory functions of a carwash facility such as vacuum cleaning stations.

Driveway/ Curb Cut Spacing: The distance between connections, measured from the closet edge of pavement of the driveway or curb cut to the next closest edge of the pavement along the public/private roadway.

Fast Food Restaurant: Any restaurant serving the majority of its food in disposable containers, packages, or other similar wrapping, for consumption on or off the premises.

Joint Access (or Shared Access): A driveway connecting two or more contiguous sites to the public/private street systems.

Leveling Area: A level area (thirty (30) feet in depth at -1% grade) at the intersection of the access connection and the public way.

Lot, Corner: Any lot having at least two (2) contiguous sides abutting upon one or more streets, provided the interior angle at the intersection of such two sides is less than one hundred thirty-five (135) degrees.

Restrictive Median: A physical barrier in the roadway that separates traffic traveling in opposite directions, such as a concrete barrier or landscaped island.

Stacking Lane: An area of stacking spaces and driving lane provided for vehicles waiting for drive-through service, that is physically separated from other traffic and pedestrian circulation on the site.

Stacking Space: An area within a stacking lane for vehicles waiting to order and/or finish a drive – through transaction.



michael mizrahi <berkleybotanicals@gmail.com>

berkley botanicals

1 message

michael mizrahi <berkleybotanicals@gmail.com>
To: gmillerbos@berkleyma.us

Mon, May 3, 2021 at 10:04 AM

Good Morning George,

Hope all is well with you and the family.

Believe it or not, Berkley Botanicals needs to renew its licenses. The CCC has asked that we get a letter from the Host Community stating:

Please upload documentation demonstrating that the licensee requested from the host community records of any cost to the city or town reasonably related to the operation of the establishment

Thanks so much,

Michael Mizrahi
Berkley Botanicals LLC



michael mizrahi <berkleybotanicals@gmail.com>

FW: 2 Forwarded Messages

1 message

Adam J. Costa <adam@mtclawyers.com>

To: michael mizrahi <berkleybotanicals@gmail.com>

Fri, May 7, 2021 at 2:48 PM

Cc: "lawofficegmiller@aol.com" <lawofficegmiller@aol.com>, "gmillerbos@berkleyma.us" <gmillerbos@berkleyma.us>

Michael:

I am confirming that George Miller forwarded me your two attached e-mails, regarding the Berkley Botanicals project.

The letter you request is not about costs incurred to date, i.e. "in the provisions [phase] and... not operational," but rather about "any cost to [the] city or town," including "anticipated" expenses, that will be "reasonably related to the operation of the establishment..." The regulation at-issue, in the context of your renewal application, is 935 CMR 500.103(4)(f).

That same regulation, however, does not require the city or town to respond. As you say in your e-mail, the regulation only requires that you submit to the CCC "documentation" that you "requested" from the Town a letter documenting these expenses; and, in fact, the regulations proceed to state that, if you receive no "substantive response," you need only submit to the CCC "an attestation that no response was received from the city or town."

Berkley does not intend to substantively respond, at the present time. Please accept my e-mail as such confirmation. You might provide the CCC with the attached e-mails as proof that you requested a response from the Town, accompanied by an attestation that no substantive response was received.

Thanks.



Adam J. Costa

Mead, Talerman & Costa, LLC

30 Green Street · Newburyport, Massachusetts · 01950

Phone 978.463.7700 · Fax 978.463.7747

adam@mtclawyers.com · www.mtclawyers.com

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ATTORNEYS • ADVISORS

Theodore C. Flowers
Direct (267) 627-2044
ted@moriconiflowers.com
Also Admitted in New Jersey

May 11, 2022

VIA 1ST CLASS MAIL

Town of Berkley
Town Administrator's Office
Berkley, MA 02779

Re: Berkley Botanicals, LLC
Permit Nos. MC282081 (Cultivation);
MP281642 (Product Manufacturing); MR281458 (Retail)

Dear Sir/Madame:

I represent the owners of Berkley Botanicals, LLC with regard to its permits to operate Cultivation, Product Manufacturing, and Retail marijuana businesses in the Town of Berkley and pursuant to a governing Host Community Agreement. To this end, we are excited to advise you that we anticipate construction to be completed this summer and operations/sales will hopefully begin by September/October 2022. Unfortunately, like many other companies, Berkley Botanicals has been affected by supply chain issues which have greatly impacted the operational timeline the company had laid out. Specifically, while 90% of construction is now complete, a critical component to the electrical system, a switchgear, which was originally expected to be delivered in November 2021, has been delayed until June 2022 and thus construction cannot be completed without it. However, we believe we finally have resolution with the manufacturer of this critical component and expect to be open as noted.

Since Berkely Botanicals has not been operational to date, I assume there have been no expenses related to company operations the Town of Berkley may have incurred. However, to the extent there are any, please advise me of them when you are able.

Finally, with construction nearing its end, the company's principals, security team and I would welcome the opportunity to meet with you and answer any questions you may have about Berkely Botanicals, the intended scope of operations, specifically security, as well as any educational, and financial impact of the business or any other areas of inquiry you may have. If an

Town of Berkley
Town Administrator Office

May 11, 2022

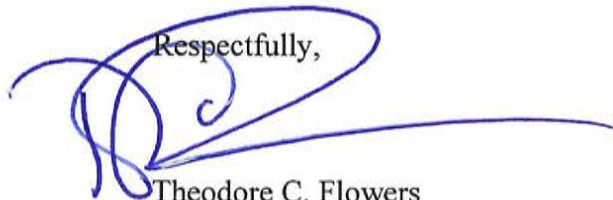
Page 2 of 2

in-person meeting is impossible, I would appreciate an opportunity to speak with your office by telephone to discuss the dispensary project further.

Please note that in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Thank you for entertaining this letter and request to discuss this dispensary project. I look forward to speaking with you soon.

Respectfully,

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Theodore C. Flowers

TCF/

MORICONI
FLOWERS ^L_T_D
ATTORNEYS • ADVISORS

Theodore C. Flowers
Direct (267) 627-2044
ted@moriconiflowers.com
Also Admitted in New Jersey

May 18, 2022

VIA ONLINE UPLOAD ONLY

Cannabis Control Commission
Commonwealth of Massachusetts
License Renewal(s)

Re: Berkley Botanicals, LLC
Permit Nos. MC282081 (Cultivation);
MP281642 (Product Manufacturing); MR281458 (Retail)
No Response Costs Attestation

Dear Sir/Madame:

Please allow this letter to confirm that Berkley Botanicals, LLC, owner of the above-referenced permits to operate Cultivation, Product Manufacturing, and Retail marijuana businesses in the Town of Berkley, is awaiting a response from Berkley with regard to a costs analysis. and pursuant to a governing Host Community Agreement. Please note that Berkley Botanicals is not yet operational and has been affected by supply chain issues which have greatly impacted the operational timeline the company had laid out.

However, we believe we finally have resolution of the last open building materials items and expect to seek operational approvals by September 2022. At that time we expect to be able to provide any enumerated costs received from the Town of Berkley.

In the interim, we recently hosted an official from the Town of Berkley and gave a tour of the facility to provide an overview of operational status and a projected opening date. I can provide you with a copy of the email exchange with the representative regarding that event at your request.

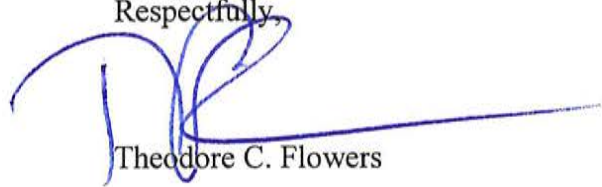
Cannabis Control Commission
Commonwealth of Massachusetts
License Renewal(s)

May 18, 2022

Page 2 of 2

Thank you.

Respectfully,

A handwritten signature in blue ink, consisting of a large, stylized 'T' followed by a long horizontal line extending to the right.

Theodore C. Flowers

TCF/



To whom it may concern,

HW Staffing Solutions is proud to partner with Berkley Botanicals LLC to help the staffing efforts, with an emphasis in the surrounding cities of Greater Taunton, Brockton, New Bedford, and Fall River. HW Staffing is committed to bring a diverse culture into the new industry, including but not limited to minorities, veterans, and women.

If you have any questions, please contact HW Staffing Solutions at 508-823-6464.

Sincerely,
Andrew Romans
Business Development Manager
508-694-3704
aromans@hwstaffing.com

CORPORATE OFFICE
PO Box 517
South Easton, MA 02375
508.694.3700
hwstaffing.com



To whom it may concern,

HW Staffing Solutions is proud to partner with Berkley Botanicals LLC to help the staffing efforts with an emphasis on minorities, women, and veterans. HW Staffing is committed to bring a diverse culture into Berkley Botanicals. We have agreed to focus our staffing efforts on cities that have been adversely affected by old marijuana laws and recruiting individuals in those areas.

If you have any questions please contact HW Staffing Solutions at 508-823-6464.

Sincerely,
Andrew Romans
Business Development Manager
508-694-3704
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Plan to Positively Impact Areas of Disproportionate Impact

Overview

Berkley Botanicals LLC. (“Berkley Botanicals”) is dedicated to serving and supporting the areas around it, particularly those that are classified as areas of disproportionate impact. Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Berkley Botanicals’ intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

Berkley Botanicals will take a proactive approach to informing the community about who we are, our proposed business operations, the safety and security of our facility and our accountability for the products we produce. Berkley Botanicals wants the community to feel comfortable and secure in knowing who we are and what we do. Berkley Botanicals understands this process begins with listening to concerns and issues, answering questions, offering solutions, and soliciting input. Furthermore, a significant goal of Berkley Botanicals is to assist populations in areas of disproportionate impact in any way possible. Therefore, engaging local officials, community groups, organizations and businesses is a key component of Berkley Botanicals’ community outreach strategy.

Berkley Botanicals’ Team

As Berkley Botanicals expands, Berkley Botanicals’ goal will be to employ a minimum of 15 individuals that currently reside in an area of disproportionate impact or have lived for five of the preceding ten years in an area of disproportionate impact. Berkley Botanicals will also strive to maintain a staff comprised of individuals that have a drug-related CORI but are otherwise legally employable in a cannabis-related enterprise.

Plan Administration

The Director of Human Resources and Compliance will administer the Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”). The Director will be responsible for developing measurable outcomes and ensure Berkley Botanicals continues to meet its commitment to the community. The Director will also be responsible for forming philanthropic partnerships in the community to implement and enhance the Plan. The progress and success of the plan will be documented upon renewal of the Berkley Botanicals license, which will be one year after receiving provisional license & each year thereafter.

Positive Impact Plan & measuring its success

Measuring Progress

Berkley Botanicals has established a Hiring Committee (the “Committee”) to assist the executive management team and the Director of Human Resources and Compliance with the implementation and growth of the Positive Impact Plan. The initial members of the Committee were selected based on their diverse status and their personal commitments to working with individuals from areas of disproportionate impact. Initial Members of the Committee are Mike Mizrahi, President and CEO, Matthew Radebach Radebach, Director of Community Outreach and Compliance and Ryan Young , Director of Cultivation. Additional members of the Committee may be added at the discretion of Berkley Botanicals’ executive management team.

The Committee will be responsible for:

- Reviewing all feedback from Education sessions to determine its success and if the topic of discussion is attracting members of the community. If it is determined that the topics are not successful, then the committee will work with local leaders to find topics within our mission that will draw a larger resident pool from areas of disproportionate impact;
- Keeping the company informed of equal opportunity progress through quarterly reports;
- Reviewing the Positive Impact Plan with management at all levels of Berkley Botanicals to ensure that the Positive Impact Plan is understood; and
- Auditing Berkley Botanicals’ internal and external job postings in the identified local areas of disproportionate impact to ensure information is in compliance with Berkley Botanicals’ Positive impact plan.

The Goals / Plan

To provide continuing service and reinvestment into areas of disproportionate impact, Berkley Botanicals is committed to programming, restorative justice, jail diversion, workforce development, industry-specific technical assistance, and mentoring services in areas of disproportionate impact. Berkley Botanicals is committed to hosting and participating in events that will support Brockton, Fall River & Taunton and other areas of disproportionate impact such as community service days, charity events for still to be determined local charities from Brockton, Fall River & Taunton (any future charity selected will provide a letter that Berkley Botanicals will submit to CCC that states they

are willing to take a charitable donation from Berkley Botanicals), and educational seminars. Berkley Botanicals will require all executives, managers, and employees to participate quarterly in a community service day. Each community service day will be organized with a charitable or local organization in an area of disproportionate impact. Further plans to positively affect areas of disproportionate impact may include the following:

- **Goal 1 – Aid in workforce development and education of industry-specific technical assistance**
 - Program to support that goal
 - Conducting at least two (2) one-hour industry-specific educational seminars annually across one or more of the following topics: marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training;
 - We will hold sessions at the following locations that focus on individuals from areas of disproportionate impact:
 - **Center for Innovation & Entrepreneurship** 151 Martine Street Fall River, MA
 - **Holiday Inn Express Brockton Center** 05 Westgate Dr, Brockton, MA
 - **Holiday Inn Taunton** 700 Myles Standish Blvd, Taunton, MA
 - Metrics to measure whether this Goal is successful or requires more improvement
 - The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and soliciting feedback from them on how they experienced the training. We will attempt to attract 15 of attendees and will evaluate their feedback to improve the training.
- **Goal 2 – Provide financial Education**
 - Program to support that goal:
 - We will be hiring local financial planners to provide 2 x two hour financial trainings annually in selected communities. The topics that will be covered will be budgeting, debt consolidation, tips to improving credit score and allow attendees to ask questions. We will post at all local community centers and in the local papers of the meetings.
 - We will hold sessions at the following locations in meeting rooms that we will rent that is centrally located for individuals from areas of disproportionate impact:

- **Center for Innovation & Entrepreneurship** 151 Martine Street
Fall River, MA
 - **Holiday Inn Express Brockton Center** 05 Westgate Dr, Brockton, MA 02301
 - **Holiday Inn Taunton** 700 Myles Standish Blvd, Taunton, MA 02780
- **Metrics to measure whether this Goal is successful or requires more improvement**
 - The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and soliciting feedback from them on how they experienced the training. We will attempt to attract 20 attendees and will evaluate their feedback to improve the training.
- **Goal 3 – Hold local sealing & expunging events**
 - Program to support that goal:
 - Holding two annual informational sessions regarding the process for sealing and expunging criminal records. At the sessions will be all the necessary paperwork that the individuals need and a checklist of the steps you have to follow to complete the process. We will post at all local community centers and in the local papers of the meetings.
 - We will hold sessions at the following locations in meeting rooms that we will rent that is centrally located for individuals from areas of disproportionate impact:
 - **Center for Innovation & Entrepreneurship** 151 Martine Street
Fall River, MA
 - **Holiday Inn Express Brockton Center** 05 Westgate Dr, Brockton, MA 02301
 - **Holiday Inn Taunton** 700 Myles Standish Blvd, Taunton, MA 02780
 - **Metrics to measure whether this Goal is successful or requires more improvement**
 - The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and soliciting feedback from them on how they experienced the training. We will attempt to attract 30 attendees and will evaluate their feedback to improve the training.

- **Metrics to measure whether this Goal is successful or requires more improvement**
 - The Hiring Committee will evaluate the success of this Program by tracking the amount of donations that were given to each organization and measure if one organization appeals to customers more than others.
- **Goal 4 - Instituting hiring practices that prioritize the hiring of individuals from these areas;**
 - **Program to support that goal:**
 - Conducting at least two (2) recruitment events at local career centers annually to offer an opportunity of employment for individuals from areas of Disproportionate impact: the jobs will be for marijuana cultivation, marijuana product manufacturing, marijuana retailing, or general admin staff;
 - We will hold sessions at the following locations that focus on individuals from areas of disproportionate impact:
 - **Center for Innovation & Entrepreneurship** 151 Martine Street
Fall River, MA
 - **Holiday Inn Express Brockton Center** 05 Westgate Dr, Brockton, MA 02301
 - **Holiday Inn Taunton** 700 Myles Standish Blvd, Taunton, MA 02780
 - **Metrics to measure whether this Goal is successful or requires more improvement**
 - The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and evaluate how many applications were filled out. We will attempt to attract 10 applicants and schedule first interviews on-site. We will measure quality of applicants after their interviews and see if we are able to get the quality candidates from these career centers.

The Director of Human Resources and Compliance at Berkley Botanicals will be responsible for auditing the Positive Impact Plan. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

- Employment data, including information on employees from disproportionate impact areas representation in the workforce in all job classifications; average

salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;

- The total number and value of all contracts and/or subcontractors awarded for goods and services in areas of disproportionate impact;
- An identification of each subcontract actually awarded to a member of a area of disproportionate impact and the actual value of such subcontract;
- Total number of attendees at the 2 annual seminars at local organizations from Brockton, Fall River & Taunton.
- A comprehensive description of all efforts made by Berkley Botanicals to monitor and enforce the Positive Impact Plan;
- Other information deemed necessary or desirable by the Commission to ensure compliance with the rules and regulations governing marijuana establishments in Massachusetts; and
- When available, a workforce utilization report including the following information for each job category at Berkley Botanicals:
 - The total number of employees hired from areas of disproportionate impact
 - The total number of employees that were promoted from areas of disproportionate impact;
 - The total number of employees that have been retained and length of employment for employees from areas of disproportionate impact; and

Acknowledgments

- Berkley Botanicals acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment;
- Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001363351

1. The exact name of the limited liability company is: BERKLEY BOTANICALS LLC

2a. Location of its principal office:

No. and Street: 50 COUNTY STREET
 City or Town: BERKLEY State: MA Zip: 02779 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 50 COUNTY STREET
 City or Town: BERKLEY State: MA Zip: 02779 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE PURPOSE OF THE COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE ORGANIZED. THIS INCLUDES RETAIL STORE AND PLANT CULTIVATION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MARK AZAR
 No. and Street: 170 PLEASANT ST
 City or Town: FALL RIVER State: MA Zip: 02721 Country: USA

I, MARK AZAR resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute

SOC SIGNATORY

MICHAEL MIZRAHI

13 BAY ROAD
WARREN, RI 02885 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MICHAEL MIZRAHI	13 BAY ROAD WARREN, RI 02885 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of January, 2019,
MICHAEL MIZRAHI

(The certificate must be signed by the person forming the LLC.)



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0626878848
Notice Date: February 4, 2019
Case ID: 0-000-475-904



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BERKLEY BOTANICALS LLC
44 COUNTY ST LOT
BERKLEY MA 02779-1714



Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BERKLEY BOTANICALS LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

BYLAWS
OPERATING AGREEMENT
of
Berkley Botanicals, LLC

This Operating Agreement or bylaws (the "Agreement") made and entered into this 4th day of February, 2019 (the "Execution Date"),

BY:

Michael Mizrahi of 13 bay road, Warren, RI 02885

(the "Member").

BACKGROUND:

- A. The Member wishes to be the sole member of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

1. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the Commonwealth of Massachusetts. The rights and obligations of the Member will be as stated in the Massachusetts Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be Berkley Botanicals, LLC.

Sole Member

3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

Purpose

4. Retail store and plant cultivation.

Term

5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

6. The Principal Office of the Company will be located at 50 County Street, Berkley MA. 02779 or such other place as the Members may from time to time designate.

Capital Contributions

7. The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Michael Mizrahi	\$50,000.00	\$ _____

Allocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the sole Member:

Michael Mizrahi of 13 bay road, warren ri 02885.

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Any Member has the authority to bind the Company in contract.

Duty of Loyalty

19. While a person is a Member of the Company, and for a period of at least two years after that person ceases to be a Member, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

26. Any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least three months prior to withdrawal.
27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business;

has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
32. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

36. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

37. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
38. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

39. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
40. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

42. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
 - a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

44. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

49. This Company is intended to be treated as a disregarded entity, for the purposes of Federal and State Income Tax.

Annual Report

50. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

51. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

52. The Members submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

53. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

54. No Member may do any act in contravention of this Agreement.
55. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
56. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
57. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
58. No Member may confess a judgment against the Company.
59. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

60. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

61. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

62. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

63. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

64. The following actions will require the unanimous consent of all Members:
- a. Incurring Company liabilities over \$1,000.00.
 - b. Incurring a single transaction expense over \$1,000.00.
 - c. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

- d. Releasing any Company claim except for payment in full.

Amendment of this Agreement

- 65. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

- 66. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

- 67. Time is of the essence in this Agreement.
- 68. This Agreement may be executed in counterparts.
- 69. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
- 70. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 71. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
- 72. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and

representatives.

73. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
74. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

75. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Distributions" means a payment of Company profits to the Members.
 - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
 - e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
 - f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
 - g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

- h. "Principal Office" means the office whether inside or outside the Commonwealth of Massachusetts where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Member has duly affixed their signature under hand and seal on this 11th day of January, 2019.

Michael Mizrahi (Member)

OPERATING AGREEMENT
of
Berkley Botanicals, LLC

This Operating Agreement (the "Agreement") made and entered into this 4th day of February, 2019 (the "Execution Date"),

BY:

Michael Mizrahi of 13 bay road, Warren, RI 02885

(the "Member").

BACKGROUND:

- A. The Member wishes to be the sole member of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

- 1. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the Commonwealth of Massachusetts. The rights and obligations of the Member will be as stated in the Massachusetts Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

- 2. The name of the Company will be Berkley Botanicals, LLC.

Sole Member

3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

Purpose

4. Cultivation, manufacture, and retail.

Term

5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

6. The Principal Office of the Company will be located at 44 County Street, Berkley, MA 02779 or such other place as the Members may from time to time designate.

Capital Contributions

7. The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Michael Mizrahi	\$10,000.00 in cash	\$10,000.00

Allocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will accrue to and be borne by the sole Member:

Michael Mizrahi of 13 bay road, Warren, RI 02885.

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Only the following individuals, classes or groups have authority to bind the Company in contract: michael mizrahi.

Duty of Loyalty

19. While a person is a Member of the Company, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

26. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.
27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application

by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
32. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of

withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

36. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

37. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
38. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

39. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
40. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

42. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
 - a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

44. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Fiscal Year End

49. The fiscal year end of the Company is the 31st day of December.

Tax Treatment

50. This Company is intended to be treated as a corporation, for the purposes of Federal and State Income Tax.

Annual Report

51. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or

other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.
- b. Income statement.

Goodwill

52. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

53. The Members submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

54. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

55. No Member may do any act in contravention of this Agreement.
56. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
57. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
58. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

59. No Member may confess a judgment against the Company.
60. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

61. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

62. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

63. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

64. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

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- a. Incurring Company liabilities over \$5,000.00.

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Miscellaneous

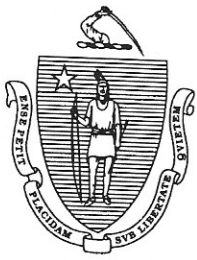
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- 71. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 72. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some

way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

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Definitions

- 76. For the purpose of this Agreement, the following terms are defined as follows:
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 - c. "Distributions" means a payment of Company profits to the Members.
 - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
 - e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

October 30, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

BERKLEY BOTANICALS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 11, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MICHAEL MIZRAHI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MICHAEL MIZRAHI**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Business Plan

Company Description/Objective

Berkley RMD, Inc. (BR), a potential Massachusetts approved Registered Marijuana Dispensary (RMD), will hopefully be authorized to dispense recreational marijuana and marijuana infused products. The principal of BR will also be looking to purchase the property where the potential dispensing will happen in Berkley, MA.

On November 8, 2016 Massachusetts voters approved, effective January 1, 2018, the sale of adult-use (recreational) marijuana and as a hopeful RMD, Berkley RMD, Inc. has the intention to sell adult-use marijuana. BR's relationships with current Massachusetts suppliers will position itself to maximize on the sales potential.

Berkley RMD Inc.'s objective is to maximize available retail space in Berkley Massachusetts for adult-use marijuana sales potential in anticipation of the tremendous growth forecast in marijuana sales.

Target Audience

Berkley RMD, Inc. will service the marijuana market outlined below.

1. **Adult-use marijuana:** Adults over the age of 21 purchasing marijuana for recreational use. We have stress-free access with ample parking from Route 24 (local). We provide convenient access from seven Massachusetts cities and towns as well as access for Rhode Island New York & Connecticut customers.

Retail Facility – Berkley Massachusetts

Need info on property

Massachusetts Competition

1. Retail Experience: We have decades of retail experience across multiple industries.
2. Branding: We are currently working with a Branding company to develop unique branding for our products.
3. Customer service and competitive dynamics: We will offer top-notch customer service and are aware of our need to be aware of and exceed our competitors in providing service, products and pricing.
4. Highly trained staff: Our staff will be well managed, knowledgeable of the products we sell and trained to assist patients and customers in the selection of their products.
5. Hours of operation: Our hours of operation are daily (Sunday – Saturday) from 10 AM to 8 PM.
6. Wide range of products: Our One-Stop shopping philosophy will offer our customers a wide range of products including the newest and “hottest” products.

Sources of Income and Sales Forecast

1. Sales Forecast

- Year One - \$12MIL per dispensary. We have the ability to generate up to \$23MIL by obtaining additional funding of \$4MIL - \$6MIL to build-out additional cultivation space.
- Year Two – We anticipate a 10% increase in sales.
- Year Three – We anticipate a 5% increase in sales with a decreasing per dispensary sales as additional RMD are approved and come on-line with a potential 10% drop in revenue in Year Four

2. Jobs Created

- 20 – 25 full time retail positions with an average annual salary of \$42,000
- 3 Management positions with an average annual salary of \$60,000

3. Town of Berkley potential contribution from Berkley RMD in year 1

- Local Excise Tax of 3% - \$360,000
- Proposed Host Agreement of 3% gross sales - \$360,000
- Total Potential Contribution - \$720,000 in first year

sales # day	oz day	oz visit	Visits day	Visits yr	Visits mon	unique patients
4.50	72.00	0.20	360.00	129600.00	10800.00	2700.00
		projected flower sales		Projected concentrates sales		Projected edibles sales
		\$ 9,147,600.00	75% total sales	\$ 2,073,456.00	17% total sales	\$ 975,744.00 8% total sales
retail avg. ounce	Projected annual revenue		Projected revenue Week	Projected revenue Day		
\$ 350.00	\$ 12,196,800.00		\$ 234,553.85	\$ 33,600.00		
retail avg. pound	year 1		year 2		year 3	
\$ 5,600.00	Revenue	\$ 12,196,800.00	1.10	\$ 13,416,480.00	1.05	\$ 14,087,304.00
	Patients Month	10800.00	1.10	11880.00	1.05	12474.00
	Unique Visits	2700.00	1.10	2970.00	1.05	3118.50

Professional background of Principal

Michael Mizrahi
13 Bay Road
Warren, RI 02885
Cell 401-497-4033

Education - Graduated Albany State University in 1977 with a BA in Psychology

Career

Businessland 1980 – 1989

Leading salesperson nationally for many years, selling computers and networking.
Sales manager of the year in 1988.

Elram Corporation - Specialty advertising 1989 - 2006

Purchased struggling company and achieved sales of 2.5mm+ annually.
Imported product from Taiwan and China.
Began pad printing, silk screening and laser engraving, instead of out scouring.
Employed 15 full time personnel in Fall River, MA.
Sold company in 2005.

Danmor Realty 2006 - Present

Property management of commercial and residential property in RI and MA.
Licensed Real Estate Broker.
Own and manage residential and commercial real estate.

Bar 31 – Restaurant in Bristol RI 2014 - 2018

Took over space in a property I own and opened a tapas style restaurant.
Redesigned the space and obtained all licenses and permits from the town.
Successfully operated the restaurant for 4 years sourcing local products.
Sold the restaurant in May 2018 to the chef.

Conclusions

Berkley RMD, Inc. is on the precipice of an opportunity seldom seen in one's lifetime. Marijuana sales in 2016 are forecast to be \$6.7 billion and ArcView Market Research predicts total annual sales of \$21.8 billion by 2020. We are in the perfect place at the perfect time to capture this amazing growth spurt. We believe that we could not be better positioned to take advantage of the upcoming surge in marijuana market sales.

Plan for Obtaining Liability Insurance

Berkley Botanicals Inc., (“BB”) plans to contract with Cannasure Insurance Services to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. BB will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, BB will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. BB will keep reports documenting compliance with 935 CMR 500.105(10).

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Notice of Insurance Information Practices

Argo Group US, Inc., and each of its subsidiaries ("Argo Group") recognizes the importance of maintaining the privacy of our customers and their personal information. We take seriously the responsibility that accompanies our collection and use of your personal information. Argo Group protects the privacy and security of our customers and their personal information as required by applicable privacy and security laws.

This Notice of Insurance Information Practices ("Insurance Privacy Notice") provides notice of our information practices to all applicants, policyholders, and where applicable claimants, in connection with our insurance transactions. It supplements the privacy and security provisions contained in Argo Group's Global Privacy Notice (which is located at www.argolimited.com/privacy-policy).

This Insurance Privacy Notice applies to all companies and business produced or underwritten within Argo Group, and complies with the requirements of the Gramm-Leach-Bliley Act (GLBA), and any federal and state privacy and security laws and regulations applicable to insurance transactions. You are receiving this Insurance Privacy Notice with respect to your relationship with Argo Group* and one or more of the subsidiaries listed below.

Information Collection and Use

To conveniently and effectively provide and service the insurance products we sell, we may collect and use your personal information, including information that may be considered nonpublic personal information, under applicable privacy and security laws. This personal information may include identifiers, financial and insurance underwriting information, financial and account information, and information considered protected classifications under applicable privacy and security laws. More information on the specific personal information we may collect and how we might use it is available in our Global Privacy Notice referenced above.

Information Sharing and Disclosure

Applicable laws impose certain obligations upon third parties and organizations with which we share personal information. Accordingly, we prohibit the unauthorized disclosure of personal information, except as legally required or permitted.

Argo Group does not rent, sell or share your personal information with nonaffiliated third parties except that Argo Group may share personal information with nonaffiliated third parties to the extent necessary in furtherance of the applicable insurance transaction, including third party contractors. These third parties are prohibited from using the information for purposes other than performing services for Argo Group. Argo Group may disclose your information to third parties when obligated to do so by law and to investigate, prevent, or act regarding suspected or actual prohibited activities, including but not limited to fraud and situations involving the security of our operations and employees. In certain instances, you may share your information with a third party directly and that information may be subject to that party's applicable security and privacy policies.

Finally, Argo Group may transfer your personal information to a successor entity in connection with a corporate merger, consolidation, sale of all or a portion of its assets, bankruptcy, or other corporate change.

Security

We implement technical and organizational security measures designed to secure and protect personal information. Please note, however, we cannot fully eliminate security risks associated with the storage and transmission of personal information.

To protect the confidentiality and integrity of your personal information, we limit access to personal information by only allowing authorized personnel to have access to such information. We maintain physical, electronic and procedural security protections to safeguard the nonpublic personal information in our records. Documents that contain an individual's personal information are appropriately destroyed or deleted before disposal; Argo Group maintains security measures to protect the loss, misuse and alteration of the information under our control. Our hardware infrastructure is housed in a controlled access facility that restricts access to authorized individuals. The network infrastructure is protected by a firewall and traffic is monitored and logged on the firewall and servers. Sensitive administrative activities are carried out over secure, encrypted links between our offices and hosting

facility. Administrative access is limited to authorized employees including specific remote administration protocols and IP addresses. All employees with access to personal information have been advised of Argo Group's security policies and practices and receive regular training regarding these policies and practices.

Any Argo Group employee who becomes aware of the inappropriate use or disclosure of your nonpublic personal information is expected and required to immediately report such behavior to Argo Group's Data Protection Officer.

Contact Us

If you have any questions about this Insurance Privacy Notice, our Global Privacy Notice, or our privacy and security practices, please contact:

Data Protection Officer
privacy@argogroupus.com
Argo Group International Holdings Ltd.
P.O. Box 469011
San Antonio, TX 78246
800-470-7958

*Note: Argo Group is the parent of Argonaut Insurance Company; Argonaut-Midwest Insurance Company; Argonaut Great Central Insurance Company; ARIS Title Insurance Corporation; Colony Insurance Company; Colony Specialty Insurance Company; Peleus Insurance Company; Rockwood Casualty Insurance Company; Somerset Casualty Insurance Company; Central Insurance Management, Inc.; Alteris Insurance Services, Inc.; Trident Insurance Services, LLC; and Argonaut Management Services, Inc. This Privacy Policy applies to all companies and business produced or underwritten within Argo Group.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

If service of process is to be made upon the Company by way of hand delivery or courier service, delivery should be made to the Company's principal place of business:

Claims Manager

Colony Insurance Company,
Colony Specialty Insurance Company, or
Peleus Insurance Company
8720 Stony Point Parkway, Suite 400
Richmond, Virginia 23235

If service of process is to be made upon the Company by way of the U.S. Postal Service, the following mailing address should be used:

General Counsel

Colony Insurance Company,
Colony Specialty Insurance Company, or
Peleus Insurance Company
P.O. Box 469011
San Antonio, Texas 78246

Where required by statute, regulation, or other regulatory directive, the Company appoints the Commissioner of Insurance, or other designee specified for that purpose, as its attorney for acceptance of service of all legal process in the state in any action or proceeding arising out of this insurance.

The Commissioner or other designee is requested to forward process to the Company as shown above, or if required in his/her particular state, to a designated resident agent for service of process.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SIGNATURE PAGE

IN WITNESS WHEREOF, the company issuing this policy has caused this policy to be signed by its President and its Secretary and countersigned (if required) on the Declarations page by a duly authorized representative of the company. This endorsement is executed by the company stated in the Declarations.

Colony Insurance Company

A handwritten signature in cursive script, appearing to read "Dr. E. Jones".

President

A handwritten signature in cursive script, appearing to read "Austin King".

Secretary

COMMON POLICY DECLARATIONS

COLONY INSURANCE COMPANY
8720 STONY POINT PARKWAY, SUITE 400
RICHMOND, VA 23235

POLICY NUMBER: 600 GL 0205483-00

RENEWAL OF: NEW

Operating Unit: Argo Construction Primary

1. NAMED INSURED AND MAILING ADDRESS:

Berkley Botanicals, LLC
 8080 Old York Rd
 Elkins Park, PA 19027

PRODUCER: 5000392

XS Brokers Insurance Agency, Inc
 13 Temple Street
 Quincy, MA 02169

2. POLICY PERIOD: From 10/25/2021 to 10/25/2022 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
Commercial General Liability Coverage Form	\$19,864.00
Premium charge for coverage of certified acts of terrorism: (Per Terrorism Policyholder Disclosure attached.)	
or	
Coverage for certified acts of terrorism has been rejected; exclusion attached. (Per Terrorism Policyholder Disclosure attached.)	<input checked="" type="checkbox"/>

Premium shown is payable at inception

Total Policy Premium:

\$19,864.00

Inspection Fee: \$0.00

Policy Fee: \$0.00

4. FORMS APPLICABLE TO ALL COVERAGES:

See Form U001 – Schedule of Forms and Endorsements

5. BUSINESS DESCRIPTION: Owners Interest

Countersigned: 11/03/21
 Date

By: 
 Authorized representative

Premium: \$19,864.00
Policy Fee \$250.00
Taxes \$794.56
Total: \$20,908.56

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D

Insured: Berkley Botanicals, LLC
 Policy Number: 600 GL 0205483-00

U001 (10/04)

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made part of this policy at the time of issuance:

NUMBER	TITLE
ILP001-0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
PRIVACYNOTICE-0820	NOTICE OF INSURANCE INFORMATION PRACTICES
U094-0415	SERVICE OF SUIT
SIGCIC-0817	SIGNATURE PAGE
DCJ6550-0117	COMMON POLICY DECLARATIONS
U001-1004	SCHEDULE OF FORMS AND ENDORSEMENTS
DCJ6553-0702	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
CG0001-0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
IL0017-1198	COMMON POLICY CONDITIONS
U446-1007	EXTENDED PRODUCTS-COMPLETED OPERATIONS HAZARD ENDORSEMENT
UCG2175-0121	TERRORISM EXCLUSION
CG2018-1219	ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER
CG2109-0615	EXCLUSION - UNMANNED AIRCRAFT
CG2144-0417	LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
CG2153-0196	EXCLUSION - DESIGNATED ONGOING OPERATIONS
CG2155-0999	TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION
CG2167-1204	FUNGI OR BACTERIA EXCLUSION
CG2186-1204	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG2196-0305	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2243-0413	EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
IL0021-0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
U002A-0916	MINIMUM EARNED PREMIUM
U009-0310	AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION
U018-0520	EXCLUSION - COMMUNICABLE DISEASE, VIRUS OR BACTERIA
U048-0310	EMPLOYMENT RELATED PRACTICES EXCLUSION
U070AS-0512	DEDUCTIBLE LIABILITY INSURANCE
U1009-0819	EXCLUSION – CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION – WITH LIMITED BODILY INJURY EXCEPTION
U173AS-0708	CANCELLATION
U250-0310	COMPOSITE RATE ENDORSEMENT
U266-0510	EXCLUSION - USL&H, JONES ACT OR OTHER MARITIME LAWS
U267A-0813	CROSS SUITS EXCLUSION
U276-0310	EXCLUSION - BREACH OF CONTRACT
U464-0310	EXCLUSION - CONDOMINIUM / COOPERATIVE / COMMON INTEREST DEVELOPMENT CONVERSION
U466-0212	EXCLUSION - LEAD
U467-0212	EXCLUSION - ASBESTOS
U483-0620	EXCLUSION – DEDICATED INSURANCE PROGRAM(S)
U638-0210	EXCLUSION - IMPORTED DRYWALL DAMAGE - RESIDENTIAL CONSTRUCTION
U650-0116	EXCLUSION - DESIGNATED ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS HAZARD
U658OI-0419	DESIGNATED CONTRACTOR WARRANTY
U730-0212	EXCLUSION - BENZENE
U984-0916	MINIMUM EARNED PREMIUM - PROJECT SPECIFIC
U985-0916	PREMIUM AND AUDIT

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

This coverage part consists of this Declarations form, the Common Policy Conditions, the Commercial General Liability Coverage Form and the endorsements indicated as applicable.

POLICY NO. 600 GL 0205483-00

NAMED INSURED: Berkley Botanicals, LLC

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products – Completed Operations)	\$2,000,000	
Products Completed Operations Aggregate Limit	\$2,000,000	
Personal & Advertising Injury Limit	\$1,000,000	
Each Occurrence Limit	\$1,000,000	
Damage To Premises Rented To You Limit	\$100,000	Any One Premises
Medical Expense Limit	\$5,000	Any One Person

RETROACTIVE DATE (CG 00 02 only) – Coverage A of this insurance does not apply to “bodily injury” or “property damage” which occurs before Retroactive Date, if any, shown below.

Retroactive Date: (Enter Date or “None” if no Retroactive Date Applies)

Location of All Premises You Own, Rent or Occupy (Same as Item 1 unless shown below):

42 County Street, Berkley, MA 02779

CLASSIFICATION	CODE NO.	EXPOSURE BASIS	RATE	ADVANCE PREMIUM	
				PR / CO	ALL OTHER
Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection - apartment or office buildings over four stories	91582	Project Cost 11,000,000	\$1.55	Included	\$17,099.00 - MP
Extended Completed Operations		Per Form	Flat		\$2,515.00 Fully Earned
Pollution Liability		Per Form	Flat		\$250.00 Fully Earned

FORMS / ENDORSEMENTS APPLICABLE:

SEE FORM U001 - SCHEDULE OF FORMS AND ENDORSEMENTS

**TOTAL
PREMIUM
FOR THIS
COVERAGE
PART**

\$19,864.00

FORM OF BUSINESS: LLC

Audit Period: Annual unless otherwise stated:

COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED PRODUCTS-COMPLETED OPERATIONS HAZARD ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- I. **SECTION 1 – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement**, sub-paragraph b. item (2) of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, and **SECTION 1 – COVERAGES, PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement**, sub-paragraph b. item (2) of the **PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE FORM** is deleted and replaced by the following:
 - (2) The “bodily injury” or “property damage” occurs during the policy period. However, solely with respect to liability for “bodily injury” or “property damage” included in the “products-completed operations hazard”, the time during which such “bodily injury” or “property damage” may occur for purposes of the insurance provided by this policy is extended for an additional period of time. This coverage extension will commence at the time of “substantial completion” of the construction project out of which the “bodily injury” or “property damage” arose, and will be equal to the applicable statute of limitations or statute of repose for any claim or “suit” for such “bodily injury” or “property damage,” as provided by the controlling law of the jurisdiction where the claim or “suit” is brought or filed. “Substantial completion” must be during the policy period of this policy for the coverage extension to apply, and this coverage extension will not exceed 6 years from “substantial completion,” even if the applicable statute of limitations or statute of repose is in excess of 6 years. Any “bodily injury” or “property damage” subject to this coverage extension will be deemed to have occurred on the date of “substantial completion”.
- II. The **LIMITS OF INSURANCE** for the policy continue to apply and are not separate or different from, increased with respect to, or reinstated for the coverage extension referred to in I. above. The “products-completed operations hazard” aggregate is for the entire term of coverage including the extension.
- III. As used in this endorsement, the term “substantial completion” means whichever of the following occurs first:
 - A. The date of the final inspection of the construction project by the applicable public agency.
 - B. The date of recordation of a valid notice of completion.
 - C. The date of use or occupancy of the construction project.
 - D. One year after termination or cessation of work on the construction project.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. This endorsement documents that you have been offered “certified act of terrorism” coverage and that you have declined such coverage. Accordingly, the policy is amended by the addition of the exclusion in Paragraph B. below.

B. Terrorism Exclusion

The **EXCLUSIONS** section is amended by the addition of the following:

TERRORISM

This insurance does not apply to “any injury or damage” arising, directly or indirectly, out of:

“Terrorism”. This exclusion also applies to any action in hindering or defending against an actual or expected incident of “terrorism”, regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage; and including damages arising, directly or indirectly, out of the above that are awarded as punitive damages.

C. Disclaimer

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

D. Additional Definitions

The **DEFINITIONS** section is amended by the addition of the following:

For the purposes of this endorsement, “any injury or damage” means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to any damage, “bodily injury”, “property damage”, “personal and advertising injury”, “injury” or “environmental damage” as may be defined in any applicable Coverage Part.

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals, and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion.

"Terrorism" includes a "certified act of terrorism" and acts:

- a. that involve the use, release or escape of nuclear materials, or directly or indirectly result in nuclear reaction or radiation or radioactive contamination;
- b. that are carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- c. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

Multiple incidents of "terrorism" which occur within a seventy-two-hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

POLICY NUMBER: 600 GL 0205483-00

COMMERCIAL GENERAL LIABILITY
CG 20 18 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED –
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.	All locations which are afforded coverage under this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:
Project Or Operation:
Owners Interest for Ground up construction for 1 story 24,000 located at 42 County Street, Berkley, MA 02779
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph B. apply:

1. Paragraph 1.b. under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

2. Paragraph 1.b. under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under Section I – Coverage C – **Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

Any part of the designated project that has become occupied or part of the project or location that has been put to use for its intended purpose.

Specified Location (If Applicable):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

COMMERCIAL GENERAL LIABILITY
CG 21 55 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

COMMERCIAL GENERAL LIABILITY
CG 21 86 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – EXTERIOR INSULATION
AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 3. A reinforced or unreinforced base coat;
 4. A finish coat providing surface texture to which color may be added; and
 5. Any flashing, caulking or sealant used with the system for any purpose.

COMMERCIAL GENERAL LIABILITY
CG 21 96 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- C. The following definitions are added to the Definitions Section:**

- 1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

COMMERCIAL GENERAL LIABILITY
CG 22 43 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

The following additional policy Condition supersedes any other policy Condition regarding a minimum earned premium for this policy:

Policy Premium And Minimum Earned Premium

1. Policy Premium is the sum of the following:
 - a. The Total Policy Premium (or Minimum Premium At Audit, if applicable) as shown in the Common Policy Declarations; plus
 - b. Any premium adjustment by endorsement; plus
 - c. Any premium adjustment developed by audit, if applicable.
2. The policy earned premium is the sum of the following:
 - a. The amount of Policy Premium, not designated as fully earned premium at inception or by endorsement, calculated for the policy period that has been earned based on the ratio of the time passed on the policy to the effective date of the policy; plus
 - b. Any Policy Premium that is designated as fully earned premium at inception or by endorsement.
3. If you cancel this policy, the return premium will be 90% of the unearned premium. However, as a minimum earned premium, we will retain no less than 25% of the Policy Premium.
4. If we cancel the policy for:
 - a. non-payment of premium;
 - b. any of the reasons stated in a cancellation endorsement that provide a 10 day notice; or
 - c. any of the reasons stated in an amendatory state specific cancellation endorsement (up to and including a 30 day notice);the earned premium will be computed pro rata based on the length of the cancelled policy term. However, as a minimum earned premium, we will retain no less than 25% of the Policy Premium.
5. If we cancel the policy for any reason other than those identified in Paragraph 4. above, the earned premium will be computed pro rata based on the length of the cancelled policy term and the minimum earned premium as stated in Paragraph 4. above shall not apply.
6. Any unearned premium will be returned as soon as practicable.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** are amended and the following added:

Aircraft or Grounding

This insurance does not apply to “bodily injury” or “property damage” arising directly or indirectly out of:

1. any “aircraft product” or the “grounding” of any aircraft; or
2. “your work” on aircraft (including missile or spacecraft, and any ground support or control equipment).

- B. **SECTION V – DEFINITIONS** is amended and the following added:

“Aircraft product” means:

- a. Aircraft (including missile or spacecraft, and any ground support or control equipment used therewith);
- b. Any article furnished by you or on your behalf and installed in an aircraft or used in connection with an aircraft or for spare parts for an aircraft including ground handling tools and equipment;
- c. Any of “your products” used at an airport for the purpose of guidance, navigation or direction of aircraft;
- d. training aids, instructions, manuals, blueprints, engineering or other data or advice and services and labor relating to such aircraft, articles or products that you or any other person or organization on your behalf:
 - (1) sold, handled or distributed; or
 - (2) manufactured, assembled or processed:
 - (a) according to specifications, plans, suggestions, orders, or drawings provided by you or on your behalf; or
 - (b) with tools, machinery or equipment furnished to such persons or drawings provided by you or on your behalf.

“Grounding” means:

- a. the withdrawal of one or more aircraft from flight operations; or
 - b. the imposition of speed, passenger or load restrictions on such aircraft
- by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE, VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of both Section **I – Coverage A – Bodily Injury And Property Damage Liability** and Section **II – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Communicable Disease, Virus Or Bacteria

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any actual or alleged:

- a. Communicable disease; or
- b. Virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervision, hiring, employment, training or monitoring of others;
- b. Testing for any communicable disease, virus, bacterium or other microorganism;
- c. Failure to prevent the spread of any communicable disease, virus, bacterium or other microorganism; or
- d. Failure to report any communicable disease, virus, bacterium or other microorganism to authorities.

This exclusion does not apply to any bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following added:

Employment-Related Practices

This insurance does not apply to “bodily injury” or “personal and advertising injury” to:

- (1)** a person arising directly or indirectly out of any:
 - (a)** refusal to employ that person;
 - (b)** termination of that person’s employment; or
 - (c)** employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, assault, battery, discrimination, malicious prosecution or abuse including sexual abuse directed at any person; or
- (2)** the spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” or “personal and advertising injury” to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

- (1)** whether the injury-causing event described in paragraphs **(1) (a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;
- (2)** whether the insured may be liable as an employer or in any other capacity; and
- (3)** to any obligation to share damages with or repay someone else who must pay damages because of the injury.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible	
	PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability Coverage OR Property Damage Liability Coverage OR Personal and Advertising Injury Liability Coverage OR Bodily Injury Liability Coverage and/or Property Damage Liability Coverage and/or Personal and Advertising Injury Liability Coverage Combined		\$2,500

- A.** For the purposes of this endorsement all deductible coverage options, amounts and basis of the deductible shall include all amounts we pay in the defense and investigation of any "claim" or "suit" to which this insurance applies as stated under the SUPPLEMENTARY PAYMENTS – COVERAGE A AND B section of the policy.
- B.** Our obligations under this policy for damages applies only to the amount excess of the deductible shown in the Schedule above.
- C.** We shall select a deductible amount on either a per claim or a per occurrence basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage";
 - c.** Under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of "personal and advertising injury";
 - d.** Under Bodily Injury Liability Coverage and/or Property Damage Liability Coverage and/or Personal and Advertising Injury Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage";
 - (3)** "Personal and advertising injury"; or

(4) "Bodily injury", "property damage", and "personal and advertising injury" combined, as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a "claim" for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a per occurrence basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage";
- c. Under Personal and Advertising Injury Liability Coverage, to all damages because of "personal and advertising injury";
- d. Under Bodily Injury Liability Coverage and/or Property Damage Liability Coverage and/or Personal and Advertising Injury Liability Coverage, to all damages because of:

(1) "Bodily injury";

(2) "Property damage";

(3) "Personal and advertising injury"; or

(4) "Bodily injury", "property damage", "personal and advertising injury" combined,

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

D. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", "claim", or "suit"

apply irrespective of the application of the deductible amount.

E. We, at our sole election and option, may either:

- 1. Pay any part of or all of the deductible amount to effect settlement of any "claim" or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us; or
- 2. Simultaneously upon receipt of notice of any "claim" or at any time thereafter, request you pay or deposit with us all or any part of the deductible amount, to be held and applied by us as herein provided.

F. For the purposes of this endorsement, "claim" means a demand, received by the Insured, for money or services, including the service of "suit" against the Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A. The exclusion below is added for all coverages, with the exception of any Medical Payments coverage, and replaces the existing **Electronic Data** exclusion under Paragraph 2. **Exclusions** in the following Coverage Parts:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to:

Cyber Injury, Electronic Data, And Confidential Or Personal Information

Damages, loss, costs and expenses, including all fines and penalties, arising out of:

- (1) "Cyber injury";
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data"; or
- (3) Any access to, or loss, destruction, disclosure, disruption, inspection, modification, recording, release, review, use, collection, processing, or storage of, any person's or organization's confidential or "personal information", including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, biometric or health information or any other type of nonpublic information.

This includes any claim, "suit", or other legal proceeding, administrative action or hearing arising out of Paragraphs (1) through (3) above, including but not limited to those initiated prior to, or pending as of, the inception date of this policy.

However, with respect to Paragraphs (1) and (2) above, this exclusion does not apply to damages because of "bodily injury" under Section I – Coverages, Bodily Injury And Property Damage Liability.

- B. The following definitions are added with respect to the provisions of this endorsement:

"Cyber injury" means any actual, alleged or suspected, intentional or unintentional, breach of or unauthorized access to any data, software, hardware, or computer system, wherever located, that results in:

- a. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- b. Inability to access any website or any computer system;
- c. Release, introduction, transmission or facilitation of any "malicious code";

- d. Forensic or investigative expenses;
- e. Extortion or terrorism acts or threats;
- f. Monitoring or notification costs or expenses;
- g. Crisis management or public relations expenses;
- h. Data or system recovery, repair, replacement or restoration expenses;
- i. Business interruption-related losses or expenses; or
- j. Losses arising out of fraudulent instructions transmitted by electronic means, including through social engineering.

“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

“Malicious code” means, but is not limited to, any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software program.

“Personal information” means any personally identifying information or data about an individual, as defined by foreign, federal, state or local laws, statutes or regulations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION

This endorsement modifies insurance provided under the following:

OUTPUT POLICY COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EXCESS LIABILITY POLICY
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PROFESSIONAL LIABILITY COVERAGE PART

Paragraph **A. 2. Cancellation** of the COMMON POLICY CONDITIONS is deleted and replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
 - (1) nonpayment of premium or failure to pay a premium when due;
 - (2) conviction of an insured of a crime arising out of acts increasing the hazard insured against;
 - (3) violation of any local fire, health, safety, building or construction regulation or ordinance which increases the hazard insured against under the policy;
 - (4) any willful or reckless act or omission by an insured increasing the hazard insured against;
 - (5) omission or concealment of fact relating to an insurance application, rating, claim or coverage under this policy;
 - (6) failure or refusal of an insured to:
 - (a) provide information necessary to confirm exposure or determine the policy premium; or
 - (b) comply with underwriting requirements;
 - (7) a substantial change in the risk covered by the policy;
 - (8) loss of reinsurance or substantial decrease in reinsurance;
 - (9) the cancellation is for all insureds under such policies for a given class of insureds; or
 - (10) any reason determined by the insurance commissioner.
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPOSITE RATE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The premium for the policy to which this endorsement is attached shall be computed upon a composite basis in accordance with the Company's rules, rates, rating plans, premium and minimum premium and other applicable terms and conditions of the policy.

Premium Basis:

Project Cost:

"Project Cost" means the total cost of construction including:

- a) Labor: the cost of all labor, work or sublet;
- b) Material: cost of all materials, transportations, delivery fees and warehousing; equipment furnished used or delivered for use in the execution of the work; and
- c) Overhead: overhead costs, general conditions and contingencies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – USL&H, JONES ACT OR OTHER MARITIME LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following is added:

USL&H, Jones Act or Other Maritime Laws Exclusion

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising directly or indirectly out of:

- (1)** operations over navigable waters or offshore including but not limited to drilling and production platforms, pipelines, and vessels where coverage is provided by the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws;
- (2)** actions including but not limited to subrogation involving U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws; or
- (3)** any obligation of the insured resulting from actions under the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** in the Commercial General Liability Coverage Part; and **SECTION I – COVERAGES, PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** in the Products/Completed Operations Liability Coverage Part are amended and the following added:

CROSS SUITS EXCLUSION

This insurance does not apply to any claim or “suit” for “bodily injury”, “property damage” or “personal and advertising injury” brought by any Named Insured against any other Named Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BREACH OF CONTRACT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, f. Breach Of Contract is deleted and replaced by the following:

This insurance does not apply to damages directly or indirectly arising out of:

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, including an implied contract to use another's advertising idea in your "advertisement".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONDOMINIUM / COOPERATIVE / COMMON INTEREST DEVELOPMENT CONVERSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following amends **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, and **COVERAGE B PERSONAL AND ADVERTISING LIABILITY, 2. Exclusions**, and **SECTION I – COVERAGES, PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, and **SECTION I – COVERAGES, BODILY INJURY AND PROPERTY DAMAGE LIABILITY of OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**:

In consideration of the premium charged, the policy is hereby amended to include the following additional exclusion:

This insurance does not apply to any liability, including “bodily injury”, “property damage” or “personal and advertising injury”, which arises directly or indirectly out of the conversion of any existing building including, but not limited to, any single family dwelling, apartment building, townhouse, multi family dwelling, warehouse, commercial/industrial building or hotel, to a “Condominium(s)”, “Cooperative(s)”, or a “Common Interest Development(s)” or any sort of combination or derivative thereof.

Solely for the purposes of this endorsement, the following definitions are added to the policy:

“Condominium” means any of the following:

- (1) A type of ownership in real property where all of the owners own the property, common areas and buildings together, with the exception of the interior of the unit to which they have title;
- (2) Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions;
- (3) A single real property parcel with all the unit owners having a right in common to use the common elements with separate ownership confined to the individual units that are serially designated.

“Cooperative” means any of the following:

- (1) A type of multiple ownership in which the residents of a multiunit housing complex own shares in the cooperative corporation that owns the property, giving each resident the right to occupy a specific apartment or unit;
- (2) Dwelling units in a multi-dwelling complex in which each owner has an interest in the entire complex and a lease of his/her/its own apartment.

“Common Interest Development” means any of the following:

- (1) A condominium project;
- (2) A stock cooperative.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended and the following added:

This insurance does not apply to:

Lead

- (1)** “bodily injury” or “personal and advertising injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, lead in any form.
- (2)** “property damage” arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, lead in any form.
- (3)** any damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, lead in any form, by any insured or by any other person or entity.
- (4)** any claim or “suit” by or on behalf of a governmental authority for damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, lead in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of lead, or the basis of the insured’s liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with lead in any form in causing injury or damage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION 1 – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended and the following added:

This insurance does not apply to:

Asbestos

- (1)** “bodily injury” or “personal and advertising injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, asbestos in any form.
- (2)** “property damage” arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, asbestos in any form.
- (3)** any damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos in any form, by any insured or by any other person or entity.
- (4)** any claim or “suit” by or on behalf of a governmental authority for damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of asbestos, or the basis of the insured’s liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with asbestos in any form in causing injury or damage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DEDICATED INSURANCE PROGRAM(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended by the addition of the following:

This insurance does not apply to:

Dedicated Insurance Program(s)

“Bodily injury” or “property damage” arising out of either your ongoing operations or operations included within the “products-completed operations hazard”, performed by or on behalf of the insured at any project(s) which is or was subject to a “dedicated insurance program”.

This exclusion applies whether or not the “dedicated insurance program”:

1. Provides coverage identical to that provided by this Coverage Part;
2. Provides coverage to one or more contractors;
3. Provides multiple lines of coverage;
4. Has limits adequate to cover all claims; or
5. Remains in effect.

- B. **SECTION V – DEFINITIONS** is amended and the following added:

“Dedicated insurance program” means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s), owner controlled insurance program(s), contractor controlled insurance program(s), or other project specific insurance policy whether provided by you, or any other person or entity if you are an insured under such insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – IMPORTED DRYWALL DAMAGE – RESIDENTIAL CONSTRUCTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and SECTION I – COVERAGES, PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** are amended to include the following additional exclusion:

This insurance does not apply to:

Imported Drywall Damage – Residential Construction

- (1) “Property damage” arising out of the release of gases, fumes, vapors or particulates from “imported drywall” used in any “residential construction” in connection with “your work” or “your product”, including operations performed by you or on your behalf by a contractor or subcontractor.
- (2) “Property damage” arising out of the design, manufacture, construction, fabrication, preparation, distribution, sale, installation, application, maintenance, repair, remodeling, servicing, correction or replacement of any “imported drywall” used in any “residential construction”. This applies whether or not the “property damage” is included within the “products-completed operations hazard”.
- (3) “Property damage” included in the “products-completed operations hazard” and arising out of “your work” on any “residential construction” involving all operations conducted using “imported drywall”, whether performed by you or on your behalf.
- (4) “Property damage” arising out of “your product” used in or “your work” on any “residential construction” with respect to any electrical, mechanical, plumbing or structural system or equipment, or any other component, fixture or feature of any “residential construction”, if any “imported drywall” is used in the “residential construction” containing that electrical, mechanical, plumbing or structural system or equipment, component, fixture or feature.
- (5) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of “imported drywall” used in any “residential construction”, or any gases, fumes, vapors or particulates emitted or released from such “imported drywall” used in any “residential construction”.
- (6) Any obligations to share damages, losses, costs or expenses with or indemnify another party who must pay damages, losses, costs or expenses arising out of or relating to “imported drywall” used in any “residential construction”, or any gases, fumes, vapors or particulates emitted or released from such “imported drywall” used in any “residential construction”.
- (7) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs (1) through (6) above.

This exclusion applies whether or not such “imported drywall” has any use or function in your business, operations, premises, site or location.

- B. The following definitions are added to the **Definitions** Section:

“Imported drywall” means any drywall, plasterboard, sheetrock or gypsum board manufactured outside of

the United States, or any pre-manufactured interior wall that is made with drywall, plasterboard, sheetrock or gypsum board manufactured outside of the United States.

"Residential construction" means buildings, structures or other improvements to real property constructed, maintained or sold for the purpose of being used by natural persons as a dwelling, inclusive of all infrastructure improvements in connection therewith, including, but not limited to, grading/excavating, utilities, road paving/curbs/sidewalks. "Residential construction" shall include, but not be limited to, single or multiple family housing, including apartments, townhouses, condominiums, co-operatives, duplexes, triplexes, fourplexes, and single-family detached housing.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Operation(s):

1. All work or activities performed by the name insured's employee or laborer, whether day laborer or temporary worker or part-time or full-time worker.
2. All work or activities involving the use of a tower crane.
3. All work or activities performed prior to inception of this policy

Specified Location (If Applicable):

SECTION 1 - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended and the following is added:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the operations described in the SCHEDULE above.

Unless a "location" is specified in the SCHEDULE, this exclusion applies to all "locations". If a specific "location" is designated in the SCHEDULE above, this exclusion applies only to the described operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONTRACTOR WARRANTY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Contractor (If Applicable):

- A. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

Designated Contractor (SCHEDULE above applies)

For any “contractor(s)” not specified in the SCHEDULE above, the insured must comply with all of the conditions enumerated below.

We will have no duty to defend or indemnify any insured if prior to the commencement of any work by any “contractor” not specified in the SCHEDULE above the insured fails to satisfy all conditions precedent to coverage set forth below. The insured agrees that we need not demonstrate any prejudice to us as a result of the insured’s failure to comply with any of the below conditions in order to enforce those conditions precedent to coverage.

The insured hereby warrants and agrees that any “contractor” not specified in the SCHEDULE above has complied with all of the following conditions prior to the commencement of any work performed:

- a. The “contractor” has signed and executed an agreement with the insured which remains in force and effective until the date on which the work is completed and contains the following provisions:
 - (1) An agreement to defend, indemnify, and hold the insured harmless, to the fullest extent permitted by law, against all losses arising out of the work performed by or on behalf of any such “contractor”, including all expenses and legal fees incurred to defend claims alleging such losses; and
 - (2) A requirement for the “contractor” to name the insured as an Additional Insured under their Commercial General Liability policy on a primary and non-contributory basis in favor of the insured;
- b. The “contractor” has maintained “adequate insurance”;
- c. The “contractor” has provided the insured with current Certificates of Insurance evidencing Commercial General Liability and Workers’ Compensation and Employer’s Liability coverage; and
- d. All documents required must be kept on file and made available at our request.

- B. The **DEFINITIONS** Section is amended by the addition of the following:

“Adequate insurance” means Commercial General Liability Insurance, Workers’ Compensation and Employer’s Liability Insurance written by an insurance carrier(s) with an A.M. Best rating of not less than A- VII and which:

- a. Remains in full force and effect without a lapse in coverage from the date on which the agreement for work being performed for the insured or on the insured’s behalf is executed until the date on which the work is completed;

- b. Provides Commercial General Liability Limits of Insurance for such operations that are equal to or greater than the following Limits of Insurance including Additional Insured status on a primary and non-contributory basis in favor of the insured:
 - i. Each Occurrence Limit: \$6,000,000
 - ii. General Aggregate Limit: \$7,000,000
 - iii. Products/Completed Operations Aggregate Limit: \$7,000,000
- c. Provides Workers' Compensation and Employer's Liability Insurance in compliance with the statutes of the applicable state;
- d. Includes coverage for "bodily injury" or "property damage" arising out of work performed by the "contractor" or on behalf of the "contractor" per the agreement of the insured;
- e. Does not exclude any claim, "suit", loss, cost or expense arising out of any "bodily injury" to any "worker" of the "contractor"; and
- f. Does not contain any conditions or provisions that preclude coverage based on requirements for hiring or contracting with subcontractors or independent contractors.

"Contractor" means any subcontractor or independent contractor who is directly hired, directly paid, or directly contracted with by the insured.

"Worker" means any "employee", "temporary worker", "leased worker", "volunteer worker", apprentice, intern, casual laborer, borrowed employee, borrowed servant, independent contractor or subcontractor, or any person hired or retained by the "contractor", that performs work, whether directly or indirectly, for any "contractor".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BENZENE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended and the following added:

This insurance does not apply to:

Benzene

- (1)** “bodily injury” or “personal and advertising injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, benzene in any form.
- (2)** “property damage” arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, benzene in any form.
- (3)** any damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any insured or by any other person or entity.
- (4)** any claim or “suit” by or on behalf of a governmental authority for damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of benzene, or the basis of the insured’s liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with benzene in any form in causing injury or damage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM – PROJECT SPECIFIC

The following additional policy Condition supersedes any other policy Condition regarding a minimum earned premium for this policy:

SCHEDULE

Fully Earned Premium Date:

- A. If this policy is a project specific policy as designated in a Limitation Of Coverage To Designated Premises Or Project endorsement, or other similar endorsement attached to this policy, regardless of who initiates policy cancellation, the policy premium will be deemed fully earned:
1. after 75% of the policy period has passed;
 2. on the Fully Earned Premium Date as shown in the SCHEDULE above; or
 3. once the project, or portion thereof, has reached a level of “substantial completion” following construction or renovation;
- whichever occurs first.
- B. “Substantial completion” means the earliest of the following:
1. The date of use or occupancy of one or more of the locations of the specified project occurs;
 2. A temporary or permanent certificate of occupancy has been issued;
 3. The date of the final inspection, by the applicable public agency, of the construction project occurs; or
 4. The final cost of construction is at least 90% of the initial policy estimated construction cost upon which the estimated advance premium, shown in the Declarations as the Total Premium For This Coverage Part, was based.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AND AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Premium Audit; SECTION IV – CONDITIONS, 10. Premium Audit within the Owners And Contractors Protective Liability Coverage Form; **SECTION IV – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS, 5. Premium Audit**; and **SECTION IV – CONDITIONS, 7. Premium And Premium Audit** within the Railroad Protective Liability Coverage Form are deleted and replaced with the following:

- a. We will compute all premiums for this Coverage Part in accordance with our rules, rates, rating plans, premiums and minimum premiums.
- b. This policy is subject to audit.
- c. The premium shown in the Declarations as the Total Premium For This Coverage Part is an estimated advance premium only which shall be credited to the amount of the earned premium due at the end of each audit period. The estimated advance premium is determined based on an estimate of your exposures for the policy period.
- d. At the close of each audit period (or part thereof terminating with the end of the policy period) as shown in the Declarations, we may conduct an audit of your books and records to determine the actual earned premium developed during the audit period.
- e. The calculation of this earned premium will be based on the elements (e.g. premium basis, rates, class codes) as shown in the Declarations. We will compute the earned premium for that audit period based on the exposures determined by audit.
- f. If the calculated earned premium is greater than the deposit premium previously paid, you will be billed an additional earned premium for the difference. If the calculated earned premium is less than the deposit premium previously paid, then we shall receive and retain no less than 100% of the policy earned premium.
- g. The due date for additional earned premium developed by audit is the date shown as the due date on the bill. We will send notice to the first Named Insured. Failure to pay the additional earned premium due will be deemed a breach of contract and, at our sole discretion, may subject this policy, as well as any other policy of yours in force, to cancellation for non-payment of premium.
- h. Should it become necessary to institute collection activities, including litigation, in order to collect any earned premium, then you shall be responsible for 100% of the expenses, fees and costs incurred by us in that regard plus any collectible interest.
- i. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request. These records include but are not limited to ledgers, journals, registers, vouchers, contracts, tax reports, and payroll and disbursement records. Failure to supply such records upon request will be deemed a breach of policy conditions and, at our sole discretion, may subject this policy, as well as any other policy of yours in force, to cancellation for breach of policy conditions. We may examine your books and records at any time during the policy period or within three (3) years of the expiration of this policy.
- j. If, after three (3) documented attempts, we are unable to examine your books and records to obtain the information required to complete the audit, the audit will be deemed unproductive and we will

complete an estimated audit using an increase of 25% in your estimated exposures. Documentation on our attempts to collect the required audit information will be made available to you and provided upon request.

- k. You may dispute the audit within fourteen (14) days of receiving the audit endorsement or other notice regarding the premium adjustment amount by providing us with copies of the information we need for premium computation. Failure to dispute the audit endorsement or other notice regarding the premium adjustment amount within fourteen (14) days shall be deemed as your agreement with the audit endorsement or other notice regarding the premium adjustment amount.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

The Berkley Botanicals dispensary will only sell adult use marijuana. There will be no medical sales in the facility.

Quality Control and Testing

Quality Control

Berkley Botanicals, Inc. (“BB”) will comply with the following sanitary requirements:

1. Any BB agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any BB agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. BB’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in BB’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. BB’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. BB will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. BB’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. BB’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. BB’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. BB will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in

- accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
 11. BB will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
 12. BB's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
 13. BB will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
 14. BB will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
 15. BB will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

BB's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

BB will ensure that BB's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

BB will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by BB to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

BB will process marijuana in a safe and sanitary manner. BB will process the leaves and flowers of the female marijuana plant only, which will be:

- Well-cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area.

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing

BB will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of BB's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of BB's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

BB's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

BB will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein, and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of BB's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR

500.105(12), either by the Independent Testing Laboratory returning excess marijuana to BB for disposal or by the Independent Testing Laboratory disposing of it directly.

Recordkeeping Procedures

General Overview

Berkley Botanicals, Inc. (“BB”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of BB documents. Records will be stored at BB in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that BB is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of BB’s quarter-end closing procedures. In addition, BB’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings

- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with BB, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with BB and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - BB will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records

- The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - BB will use BioTrackTHC to maintain real-time inventory (in conjunction with Metrc). BioTrackTHC inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, BB will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by BB for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, BB will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two BB agents present during the disposal or handling, with their signatures. BB will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - BB will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event BB closes, all records will be kept for at least two (2) years at BB's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, BB will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to BB's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of BB's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;

- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to BB operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of BB, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on BB's website.
- Policies and procedures for the handling of cash on BB premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

BB will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

Maintaining of Financial Records

Berkley Botanicals, Inc.'s ("BB") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

Qualifications and Training

Berkley Botanicals Inc., (“BB”) will ensure that all employees hired to work at a BB facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

BB will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that BB discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and BB will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of BB’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of BB’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. BB’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. BB’s owners, managers, and employees will then successfully complete the program once every year thereafter. BB will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. BB’s records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, BB's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.



To whom it may concern,

HW Staffing Solutions is proud to partner with Berkley Botanicals LLC to help the staffing efforts, with an emphasis in the surrounding cities of Greater Taunton, Brockton, New Bedford, and Fall River. HW Staffing is committed to bring a diverse culture into the new industry, including but not limited to minorities, veterans, and women.

If you have any questions, please contact HW Staffing Solutions at 508-823-6464.

Sincerely,
Andrew Romans
Business Development Manager
508-694-3704
aromans@hwstaffing.com

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Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(5)(b), Berkley Botanicals LLC. (“Berkley Botanicals”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Berkley Botanicals agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

Acceptable documentation is a valid driver’s license or passport with photo or photo identification, showing date of birth issued by a governmental body; The employee will check the identification to ascertain that it is authentic. The manager will be informed if there is any appearance of forgery or tampering; In the absence of authentic identification, or in case of doubt, the employee will refuse service to the customer. After refusing service to any customer, employees will note the name, appearance and clothing of the individual involved. The information will be given to the Dispensary Manager and logged appropriately for future reference; No employee will “freely dispense”. All products will be dispensed in measured quantities.

In order for each employee to feel comfortable and confident with the above procedures, all employees who dispense marijuana will participate in a designated marijuana dispensing/handling awareness-training program at the beginning of employment. Additionally, employees will be required to complete, at minimum, annual marijuana dispensing awareness training; supplementary trainings will be scheduled accordingly in the event of a policy/procedure change or an update to the laws and regulations surrounding the Adult-Use Marijuana program.

In the event Berkley Botanicals discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Berkley Botanicals will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Berkley Botanicals will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Berkley Botanicals will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is

reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Berkley Botanicals will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), Berkley Botanicals packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Berkley Botanicals’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

Overview of Personnel Policies including Background Checks

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Berkley Botanicals LLC ("Berkley Botanicals") will undergo a detailed background investigation prior to being granted access to a Berkley Botanicals facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Berkley Botanicals pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Berkley Botanicals will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Berkley Botanicals will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Berkley Botanicals will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;

- viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, Berkley Botanicals will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Berkley Botanicals along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Berkley Botanicals or the Commission.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Botanica and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;

- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Below are all requirements as stated in compliance with 935 CMR 500.105(9)(d)

Job Descriptions in compliance with 935 CMR 500.105(9)(d)(1)

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Berkley Botanicals, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Berkley Botanicals agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Berkley Botanicals facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Berkley Botanicals facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Berkley Botanicals agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Berkley Botanicals' security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Berkley Botanicals facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Berkley Botanicals agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Berkley Botanicals facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Berkley Botanicals agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the BioTrackTHC & METRC system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Berkley Botanicals' policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Berkley Botanicals will support the executive management team on a day-to-day basis to effectively implement all

personnel policies and procedures for Berkley Botanicals, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Berkley Botanicals agents;
- Review and revise Berkley Botanicals personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Berkley Botanicals agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Director of Cultivation: The Director of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Director of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Supervise and train agents in an ongoing capacity;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with Cultivation Technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Direct Digital Control (DDC).
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Provide pesticide recommendations and ensure IPM Program is sufficient.

Cultivation Manager: The Cultivation Manager supervises and participates in all aspects of daily Cultivation Facility tasks. The Cultivation Manager operates under the supervision of the Director of Cultivation and will:

- Instruct Cultivation Technicians on operation procedures;
- Train and supervise Cultivation Technicians;
- Assist with the activities performed by all Cultivation Technicians;
- Instruct agents or apply pesticides with guidance from the Director of Cultivation;
- Perform routine maintenance;
- Maintain inventory of all cultivation supplies and order such supplies;
- Report daily to Director of Cultivation; and
- Coordinate with relevant staff regarding harvest schedules.

Cultivation Technician: Cultivation Technicians are responsible for all daily tasks in their assigned areas within the Cultivation Facility. Cultivation Technicians report directly to Cultivation Manager and/or Director of Cultivation. Responsibilities include, but are not limited to:

- Irrigation;

- Pruning;
- Pesticide application;
- Potting/Re-potting;
- Propagation;
- Light construction; and
- Janitorial duties (i.e. cleaning, disinfecting, sterilizing).

Production Manager: The Production Manager is responsible for all post-harvest handling of marijuana. The Production Manager coordinates directly with the Cultivation Manager regarding harvest schedules. Production Manager reports directly to the Director of Cultivation and is responsible for the following:

- Transitioning harvested plant material from cultivation rooms to the Trim Room where marijuana is trimmed via machine and manually;
- Overseeing Trim Technicians and delegates daily tasks to production agents;
- Ensuring quality control of finished marijuana flowers;
- Monitoring the status of the Dry Room and of marijuana flowers that are in the process of drying;
- Entering wet and dry weights of all product including flowers and trim into BioTrackTHC & METRC;
- Working with Cultivation Technicians to ensure prompt transfer of marijuana trim to relevant room within the Cultivation Facility;
- Overseeing bulk packaging and storing in dedicated vault; and
- Relaying information to the Inventory Manager for sales purposes.

Trim Technicians: Trim Technicians are responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim Technicians report directly to the Production Manager and are responsible for:

- Receiving daily tasks from the Production Manager;
- Assisting in the harvest of marijuana;
- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room; and
- Cleaning and maintaining scissors and trim machines.

Production Manager: Responsible for production of all concentrates and marijuana products created by Berkley Botanicals. This includes, but is not limited to:

- Managing inventory and par-levels of all concentrate and marijuana products, including integration into the BioTrackTHC & METRC;
- Creating raw Super Critical CO2 (SCCO2) concentrate;
- Creating distilled, high-purity concentrate for use in marijuana products and vaporizer cartridges;
- Creating all marijuana products;
- Organizing extraction schedule based on availability of cultivated material;
- Maintaining a rigid cleaning schedule that all lab agents must adhere to;
- Ensuring safety pursuant to established safety protocols;
- Coordinating facility repairs and maintenance;

- Supervising and training agents in an ongoing manner; and
- Providing mandatory training for new agents.

Lab/Production Assistant: Responsible for supporting the Production Manager during day-to-day operations. This includes, but is not limited to:

- Drying and grinding cultivated material in preparation for SCCO₂ extraction;
- Unpacking and cleaning the SCCO₂ extractor;
- Cleaning and sanitization of all lab glassware;
- Cleaning and sanitization of all kitchen cookware and utensils;
- Cleaning and sanitization of the distillation still;
- Routine scheduled maintenance of all equipment; and
- Assisting with packaging of all concentrate and marijuana products to be sold.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Berkley Botanicals facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions.

Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Berkley Botanicals facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Berkley Botanicals;
- Properly setting up product displays pursuant to Berkley Botanicals policies and procedures;
- Executing and enforcing compliance with Commission regulations and Berkley Botanicals policies and procedures;
- Understanding sales transactions using BioTrackTHC & METRC;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records in compliance with 935 CMR 500.105(9)(d)(2)

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Berkley Botanicals and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Personnel records will be kept in a secure location to maintain confidentiality and will only be accessible to the agent's manager or members of the executive management team.

Staffing Plan and Business Hours in compliance with 935 CMR 500.105(9)(d)(3)

Hiring and Recruitment

Berkley Botanicals' Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Berkley Botanicals' personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Berkley Botanicals' Diversity Plan and Community Initiatives;
- Berkley Botanicals' Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

Berkley Botanicals is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Berkley Botanicals' mission to provide a professional workplace free from harassment and discrimination for employees. Berkley Botanicals will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Berkley Botanicals' values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Berkley Botanicals employees or customers is also condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Berkley Botanicals facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at Berkley Botanicals varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Establishment

Monday: 10:00AM – 9:00PM

Tuesday: 10:00AM – 9:00PM
Wednesday: 10:00AM – 9:00PM
Thursday: 10:00AM – 9:00PM
Friday: 10:00AM – 9:00PM
Saturday: 10:00AM – 9:00PM
Sunday: 10:00AM – 9:00PM

Overview of Personnel Policies and Procedures in compliance with 935 CMR

500.105(9)(d)(4)

Standard Employment Practices

Berkley Botanicals values the contributions of its management and staff positions. Berkley Botanicals will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Drug-Free Work Place

The company is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees. The rules apply during working hours to all employees of the company while they are on company premises or elsewhere on company business.

Employees who possess a Medical Marijuana Registry Card may medicate as necessary for their condition off company premises. No medicating may be done onsite. No used paraphernalia or medical marijuana medicine may be brought on company premises.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on company property is prohibited except those allowed by the applicable laws and regulations.

Being under the influence of illegal drugs, alcohol, or substances of abuse on company property is prohibited. Possessing any illegal drugs, alcohol, or substances of abuse including narcotic prescriptions is prohibited on company property. Any prescription narcotic or opiate medicating must be done off company premises and narcotic and opiate prescriptions may not be on

company premises. Working while under the influence of prescription drugs that impair performance is prohibited.

Taking trade or tips from patients in the form of illegal drugs, alcohol, or prescription medication is strictly prohibited. No discussion of illicit drugs is allowed on company premises between employees and patients.

The above rules are strictly enforced for insurance, legal and security purposes. Any violation of these rules will result in immediate termination.

Consistent with the rules listed above, any of the following actions constitutes a violation of the company's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination:

1. Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.
2. Working or reporting to work, conducting company business or being on company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

Tobacco Products

The use of tobacco products is not permitted anywhere on the company's premises except in authorized and designated locations outside the facility. Employees must follow all rules posted in designated smoking areas and adhere to all policies associated with this policy (see Break Periods and Safety).

Written Policies

Berkley Botanicals' written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, customer confidentiality, and compliance hotline.

Investigations

Berkley Botanicals will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel

Berkley Botanicals may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Corrective Action

Berkley Botanicals holds each of its employees to certain rules and Standards of Conduct. When an employee deviates from these rules and standards, Berkley Botanicals expects the employee's supervisor to take corrective action. Corrective action at Berkley Botanicals is typically progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a Written Reprimand, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, Berkley Botanicals considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include, but are not limited to:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
4. Theft or other criminal activity in any form;
5. Any action that is not in compliance with the Department rules for adult-use marijuana, and all other applicable laws and regulations;
6. Frequent absenteeism or absenteeism without proper notice;
7. Insubordinate behavior;
8. Vandalism or destruction of company property;
9. Being on company property during non-business hours;
10. The use of company equipment and/or company vehicles without supervisor approval;
11. Untruthfulness about criminal or personal work history, skills, or training;
12. Divulging company security practices or business practices;
13. Misrepresentations of Berkley Botanicals to a customer, a prospective customer, the general public, or an employee; and
14. Failure to follow Berkley Botanicals policies or procedures.
15. Failure to report any of the following to the general manager in accordance with applicable laws and regulations:

16. Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the Marijuana Establishment or a dispensary agent;
17. Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
18. Unauthorized destruction of marijuana;
19. Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;
20. An alarm activation or other event that requires response by public safety personnel;
21. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and
22. Any other breach of security.

Job Status

Job Classifications

Positions at Berkley Botanicals are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews

must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

Berkley Botanicals leave policies will comport with all state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Berkley Botanicals will determine which holidays will be observed and which departments will not be required to work. Berkley Botanicals will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Berkley Botanicals anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

Berkley Botanicals' progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Berkley Botanicals' progressive discipline policies and procedures have been designed consistent with Berkley Botanicals' organizational values, best practices, and state and federal employment laws.

Berkley Botanicals reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Berkley Botanicals as an organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Berkley Botanicals recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Berkley Botanicals will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Berkley Botanicals reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Berkley Botanicals and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or

assignment), reduction in workforce, or termination. When an employee separates from Berkley Botanicals, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with Berkley Botanicals. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Berkley Botanicals to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. Termination

Employees of Berkley Botanicals are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Berkley Botanicals to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from Berkley Botanicals is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, Berkley Botanicals believes that it is in the best interest of both the organization and Berkley Botanicals' employees to fairly compensate its workforce for the value of the work provided. It is Berkley Botanicals' intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Berkley Botanicals, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by Berkley Botanicals.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that Berkley Botanicals is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(5)(b), Berkley Botanicals LLC. (“Berkley Botanicals”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Berkley Botanicals agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2). In compliance with 935 CMR 500.030 all employees and registered agents will be 21 years old or older.

Acceptable documentation is a valid driver’s license or passport with photo or photo identification, showing date of birth issued by a governmental body; The employee will check the identification to ascertain that it is authentic. The manager will be informed if there is any appearance of forgery or tampering; In the absence of authentic identification, or in case of doubt, the employee will refuse service to the customer. After refusing service to any customer, employees will note the name, appearance and clothing of the individual involved. The information will be given to the Dispensary Manager and logged appropriately for future reference; No employee will “freely dispense”. All products will be dispensed in measured quantities.

In order for each employee to feel comfortable and confident with the above procedures, all employees who dispense marijuana will participate in a designated marijuana dispensing/handling awareness-training program at the beginning of employment. Additionally, employees will be required to complete, at minimum, annual marijuana dispensing awareness training; supplementary trainings will be scheduled accordingly in the event of a policy/procedure change or an update to the laws and regulations surrounding the Adult-Use Marijuana program.

In the event Berkley Botanicals discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Berkley Botanicals will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Berkley Botanicals will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Berkley Botanicals will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising,

including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Berkley Botanicals will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), Berkley Botanicals packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Berkley Botanicals’ website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

Diversity Plan

Berkley Botanicals LLC. (“Berkley Botanicals”) believes in creating and sustaining a robust policy of inclusivity and diversity. Berkley Botanicals recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Berkley Botanicals is dedicated to creating a diverse culture with a commitment to equal employment opportunity for all individuals. Berkley Botanicals' diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations. Berkley Botanicals will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

Berkley Botanicals’ executives and leadership are committed to successful implementation of Berkley Botanicals’ Diversity Plan. Berkley Botanicals’ executive management team believes that increased diversity will provide Berkley Botanicals with a richer perspective and approach to its business.

Berkley Botanicals believes in creating and sustaining a robust policy of inclusivity and diversity because Berkley Botanicals recognizes that diversity in the workforce is key to the integrity of a company’s commitment to the community where it is established. Coupled with that vision, Berkley Botanicals also wants to ensure that its customers see themselves in the makeup of Berkley Botanicals’ employees.

Berkley Botanicals’ comprehensive diversity empowerment plan is a pillar of its purpose-driven company. To better serve Berkley Botanicals’ customers, Berkley Botanicals aims to create an environment where personal identities, race, military service, sexual orientation, and heritage are utilized, celebrated, and valued. Berkley Botanicals’ diversity initiatives and strategies are designed to attract, develop, and advance the most talented individuals regardless of their race, sexual orientation, religion, age, gender, disability status, or any other dimension of diversity.

Diversity Recruitment and Sourcing

Berkley Botanicals will establish and maintain an inclusive and diverse workforce to serve its customers through innovative corporate recruitment of underrepresented and minority communities. Berkley Botanicals has developed strategic corporate initiatives to ensure a diverse and qualified staff stands ready to serve Berkley Botanicals customers’ needs. These strategic corporate initiatives include:

- Hosting bi-annual career fairs in underrepresented and minority communities;

- We have contracted with HW Staffing to recruit individuals for employment that come from diverse backgrounds, and their main focus will be women, minorities and veterans;
- Provide quarterly cultural training to staff on cultural sensitivity and recognizing unconscious bias;
- Utilize the Commonwealth's Supplier Diversity Office ("SDO") to source goods and services from diverse groups; and
- Berkley Botanicals will also solicit advice and guidance from individuals at the SDO, to ensure that business practices meet the standards established by the SDO. Moreover, Berkley Botanicals will seek out entities that hire diverse groups.



Berkley Botanicals' recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Developing relationships with organizations serving minorities, women, people of all gender identities and sexual orientations, veterans, and persons with disabilities for employment referrals;
- Providing briefings to representatives from recruitment sources concerning current and future job openings;
- Encouraging employees from diverse groups to refer applicants for employment;
- Participating in career day programs and encouraging Berkley Botanicals' diverse employees to participate whenever possible;
- Establishing recruitment efforts at higher learning institutions, and institutions with special programs that reach diverse people;
- Developing relationships with housing, transportation, and other programs designed to improve employment opportunities for diverse persons and provide that information at job fairs and employee orientation;
- Gather information from all area community child care facilities to get information about facilities curriculum and child care services for diverse persons and present the information at job fairs and employee orientations.
- Ensuring that job openings are sent to community partners; and
- Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media.

Employee Retention, Training and Development

Berkley Botanicals will offer promotions, career counseling, and training to provide all employees with equal opportunity for growth and to decrease turnover. Berkley Botanicals will ensure that all employees are given equal opportunities for promotion by

communicating opportunities, training programs, and clearly defined job descriptions. Berkley Botanicals will ensure that all employees receive equal opportunity for career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development. Berkley Botanicals will instruct managers and supervisors to refer employees seeking career counseling to the Director of Human Resource and Compliance.

Berkley Botanicals' diversity awareness training emphasizes Berkley Botanicals' zero-tolerance commitment of harassment and discrimination and Berkley Botanicals' strict adherence to take corrective action should any issues, concerns, or complaints arise. All Berkley Botanicals employees are required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program, employees will undergo additional diversity training that will be tailored to the employee's specific job function. All employees will also be required to undergo ongoing diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.

Awareness of Diversity Plan goals and Berkley Botanicals' efforts to create an open culture with zero tolerance for discrimination, harassment, or retaliation, is crucial to Berkley Botanicals' success. Management, staff, associates, vendors, contractors, and the general public all benefit from being informed of the Diversity Plan objectives and procedures. Dissemination of information of the Diversity Plan includes the following:

- Inclusion of Berkley Botanicals' Equal Employment Opportunity and Reasonable Accommodation statement in the Employee Handbook;
- Inclusion of Berkley Botanicals' zero-tolerance policies for harassment, discrimination, bullying, and other actions which oppose Berkley Botanicals' goal for a diverse workforce;
- Postings in suitable areas for employee communication;
- Diversity training programs for all employees;
- Semi-annual progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

Affirmative Action Plan

Affirmative Action is an organized effort to remedy under-representation of a protected group by self-analyzing the work force and remedying through modifying hiring, training, promotion, recruitment, and retention policies. Berkley Botanicals is committed to diversity, inclusion, and affirmatively ensuring that protected groups are properly represented in its work force and will seek and employ minorities as part of its ongoing hiring philosophy.

Protected groups are composed of individuals of the same race, color, religious creed, ancestry, age (40 years or more), sex, gender, sexual orientation, national origin, or non-job related handicap or disability who, within the context of the industry, have been excluded or under-represented.

Under-representation occurs under two scenarios:

- With a statistically significant disparity in which the percentage of employees who are members of a protected group is significantly less than the percentage of members of that protected group in the labor pool available for such work; and
- If a particular skill is a valid pre-employment criterion, it refers to a statistically significant disparity wherein the percentage of protected group members in the labor pool possessing such skill is, through historic restrictions and discriminatory practices, significantly less than the percentage of protected group members in the overall population.

Berkley Botanicals Affirmative Action Plan is an organized effort with two main components:

Self-Audit - Berkley Botanicals will continually analyze the composition of its management, employees, and vendors to determine whether protected groups are under-represented. Berkley Botanicals' C-Suite will hold themselves responsible for continual Self-Audit program, by monitoring each dispensary location's workplace utilization report. HR will communicate any concerns to management immediately.

Remediation - If there is reasonable basis to conclude that a protected group is under-represented, the Berkley Botanicals will remediate that by taking affirmative action, which may include:

- Directing recruitment efforts through local community action groups that serve protected groups.
- Providing employment opportunities for members of protected groups that have been excluded, regardless of whether those persons are, themselves, victims of discrimination.

- Reviewing short- and long-term goals that serve protected groups.
- Adopting training plans and programs that emphasize the development of skills in areas of work from which protected groups have been excluded.
- Reviewing and modifying career advancement, promotion, and layoff procedures.

Berkley Botanicals will undertake a program of affirmative action, to which good-faith efforts will be directed, to:

- a. Seek diversity in its workforce that represents the community in which it operates, namely 50% women and 30% historically disadvantaged groups, including veterans and the disabled;*
- b. Determine the extent to which minorities, women, and disabled persons are under-utilized;*
- c. Identify and eliminate the specific causes of such under-utilization relevant to its hiring and contracting;*
- d. Identify and eliminate any employment practices which may have an adverse impact on minorities, women, disabled persons, and other groups that are protected by applicable law;*
- e. Replace such practices by others which are based on merit and valid job qualifications;*
- f. Develop sufficient applicant pools of qualified minorities, women, disabled persons, and veterans;*
- g. Project goals and timetables to include estimates of the representation of minorities, women, and disabled persons likely to benefit from the operation of the proposed AAP;*
- h. Establish organizational structures to assure effective operation of the proposed AAP, achievement of its goals, and means for modification of the AAP as may be required;*
- i. Create and maintain a worksite free of discrimination and harassment;*
- j. Recruit at diversely populated colleges and universities with large minority student bodies like Roxbury Community College, Cambridge College, and Newbury College Brookline; and*
- k. Advertise employment opportunities in media within communities of color.*

Through the policies set forth in the proposed AAP, Berkley Botanicals will fully comply with all federal, state and local laws relating to equal employment opportunity, affirmative action and non-discrimination in its operation of the proposed medical marijuana dispensary facilities. The AAP will specifically address Berkley Botanicals's obligations under the following laws and regulations:

- (a) Title VI of the Civil Rights Act of 1964;
- (b) the Rehabilitation Act of 1973, Section 504;
- (c) the Age Discrimination Act of 1967;
- (d) Executive Order 11246; and

(e) the Mass. Gen. Laws ch. 151B § 4, et seq.

Berkley Botanicals principals are responsible for affording equal employment opportunity through this proposed AAP. Berkley Botanicals has memorialized its AAP and will seasonably update the document.

Internal Diversity Goals

Berkley Botanicals has adopted diversity goals that will promote inclusivity for all. We believe that these goals will produce a healthier work culture as well as generate greater innovation through varied perspectives. Berkley Botanicals will prioritize diversity and inclusion in its hiring practices, vendor selection, and community outreach initiatives.

Berkley Botanicals pledges to make keep and uphold these diversity goals:

- Implementing its Affirmative Action Plan.
- Recruiting, employing, training, and advancing talented people of any race, national origin, ancestry, sex, sexual orientation, sexual identity and expression, marital status, family status, lifestyle, age, culture, religion, military and veteran status, citizenship, or disability.
- Requiring that contractors and vendors have practiced equal opportunity policies in the past and will practice in the future.
- Actively sourcing a diverse pool of candidates for employment to provide a broad and inclusive depth of experience that will enrich the organization's culture and improve the quality of both the workforce and work product.
- Offering operational and service opportunities to a diverse group of vendors, suppliers, contractors, and other service providers whenever possible.
- Actively seek to match or exceed the diversity of the communities where Berkley Botanicals has business operations.

Fair Employment Law

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, gender identity, genetic information, military service, age, ancestry, or disability. Berkley Botanicals will strictly adhere to the spirit and letter of the law as indicated herein.

Berkley Botanicals will also striuctly adhere to the guiding principals and tenets of the Massachusetts Commission Against Discrimination (MCAD) and the Equal Employment Opportunity Commission (EEOC) on all recrutiment, hriign, and employee training and retention efforts.

Strategic Partnerships, Suppliers and Vendors

Berkley Botanicals will partner with local organizations focused on inclusion and opportunity for minorities, women, veterans, groups concerned with persons with disabilities, and people of all gender identities and sexual orientations.

Berkley Botanicals will promote diversity and support the local economy through purchasing goods and services from vendors, contractors, and professional service providers that are owned and operated by individuals that have cultural and ethnically diverse characteristics. In selecting potential contractors, subcontractors, vendors and suppliers, Berkley Botanicals will first contract with small and diverse businesses. Berkley Botanicals' goal is to maintain diverse organization, vendor, and contractor spending at or above 20% of total related expenses.

External communication efforts that align with Berkley Botanicals' Diversity Plan will include:

- Advertising in employment and business sections of appropriate types of media;
- Participating in employment and business notification programs; and
- Distribution of literature to organizations actively supportive of minorities, women, disabled persons, the LGBTQ community, and veterans.

Supplier Diversity Office (SDO)

The Commonwealth's Supplier Diversity Office ("SDO") maintains a list of vetted, qualified Minority Business Enterprises, Women Business Enterprises, Veteran Business Enterprises, Service-Disabled Veteran Business Enterprises, Disability-Owned Business Enterprises, and LGBT Business Enterprises. Furthering its own diversity initiatives, the Commonwealth utilizes the SDO list to connect diverse businesses with Commonwealth contracting opportunities.

As a practice, when contractors and vendors are needed Berkley Botanicals will utilize the SDO tool to source goods and services from diverse groups. Berkley Botanicals will also solicit advice and guidance from individuals at the SDO, to ensure that business practices meet the standards established by the SDO. Moreover, Berkley Botanicals will seek out entities that hire diverse groups.

Measuring Progress

Berkley Botanicals has established a Diversity Committee (the "Committee") to assist the executive management team and the Director of Human Resources and Compliance with the implementation and growth of the Diversity Plan. The initial members of the Committee were selected based on their diverse status and their personal commitments to diversity. Initial Members of the Committee the President and CEO, Director of

Community Outreach and Compliance COO. Additional members of the Committee may be added at the discretion of Berkley Botanicals' executive management team.

The Committee will be responsible for:

- Assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion;
- Designing and implementing internal reporting systems that measure the effectiveness of programs designed to support a company culture that fosters diversity;
- Keeping the company informed of equal opportunity progress through quarterly reports;
- Reviewing the Diversity Plan with management at all levels of Berkley Botanicals to ensure that the Diversity Plan is understood; and
- Auditing Berkley Botanicals' internal and external job postings to ensure information is in compliance with Berkley Botanicals' diversity policies and procedures.

The Director of Human Resources and Compliance at Berkley Botanicals will be responsible for auditing the Diversity Plan and measuring it's progress. The progress will be measured annually starting on the date that Berkley Botanicals receives its provisional license. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

- Employment data, including information on minority, women, disabled, and veteran representation in the workforce in all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;
- The total number and value of all contracts and/or subcontractors awarded for goods and services;
- An identification of each subcontract actually awarded to a member of a diverse group and the actual value of such subcontract;
- A comprehensive description of all efforts made by Berkley Botanicals to monitor and enforce the Diversity Plan;
- Information on diverse group investment, equity ownership, and other ownership or employment opportunities initiated or promoted by Berkley Botanicals;
- Other information deemed necessary or desirable by the Commission to ensure compliance with the rules and regulations governing marijuana establishments in Massachusetts; and
- When available, a workforce utilization report including the following information for each job category at Berkley Botanicals:
 - The total number of persons employed;

- The total number of men employed;
- The total number of women employed;
- The total number of veterans;
- The total number of service-disabled veterans; and
- The total number of members of each racial minority employed.

Contracts with Diverse Groups and Economic Benefits

To date, Berkley Botanicals has contracted with several diverse groups to achieve the highest competitive advantage in the Massachusetts marijuana industry. These contracted groups have and will continue to perform integral operations at our facilities, with a significant estimated fiscal commitment to each of their services.

Design 710, a nationally certified-Women Business Enterprise. Design 710 has been the interior designer from inception and will continue with the project through completion.



Berkley Botanicals has also employed **Trellist**, a veteran-owned marketing and technology firm to handle its search engine optimization and public relations management. As Berkley Botanicals completes construction of its facility, Trellist will initiate the design and rollout of the company's marketing materials and

community outreach efforts under the guidance of Berkley Botanicals' CEO and Chief Compliance Officer.

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Acknowledgments

- Berkley Botanicals acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment;
- Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.