



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283286
Original Issued Date: 04/28/2021
Issued Date: 09/15/2022
Expiration Date: 09/16/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Ideal Craft Cannabis, Inc.

Phone Number: 617-708-7762
Email Address: nick@idealcraftcannabis.com

Business Address 1: 616 Douglas Street	Business Address 2:	
Business City: Uxbridge	Business State: MA	Business Zip Code: 01569
Mailing Address 1: 616 Douglas Street	Mailing Address 2:	
Mailing City: Uxbridge	Mailing State: MA	Mailing Zip Code: 01569

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: 40	Percentage Of Control: 40
Role: Executive / Officer	Other Role:

First Name: Nicholas **Last Name:** Saba **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian), Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 18 **Percentage Of Control:** 18
Role: Executive / Officer **Other Role:**
First Name: Joseph **Last Name:** Daly **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: 2 **Percentage Of Control:** 2
Role: Executive / Officer **Other Role:**
First Name: Patrick **Last Name:** Stack **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: 40 **Percentage of Ownership:** 40
Entity Legal Name: ED ALONE LLC **Entity DBA:** **DBA City:**
Entity Description: Limited Liability Company
Foreign Subsidiary Narrative:
Entity Phone: **Entity Email:** **Entity Website:**
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: ED ALONE LLC is completely owned and operated by Edward Gerard Daly

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Edward **Last Name:** Daly **Suffix:**
Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** \$850000 **Percentage of Initial Capital:** 100
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Nicholas **Last Name:** Saba **Suffix:**
Marijuana Establishment Name: Ideal Craft Cannabis, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 2

First Name: Nicholas **Last Name:** Saba **Suffix:**
Marijuana Establishment Name: Ideal C2 Inc. **Business Type:** Other
Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 3

First Name: Joseph **Last Name:** Daly **Suffix:**
Marijuana Establishment Name: Ideal Craft Cannabis, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 4

First Name: Joseph **Last Name:** Daly **Suffix:**
Marijuana Establishment Name: Ideal C2 Inc. **Business Type:** Other
Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 5

First Name: Edward **Last Name:** Daly **Suffix:** Sr.
Marijuana Establishment Name: Ideal Craft Cannabis, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 6

First Name: Edward **Last Name:** Daly **Suffix:** Sr.
Marijuana Establishment Name: Ideal C2 Inc. **Business Type:** Other
Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 7

First Name: Patrick **Last Name:** Stack **Suffix:**
Marijuana Establishment Name: Ideal Craft Cannabis, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 8

First Name: Patrick **Last Name:** Stack **Suffix:**
Marijuana Establishment Name: Ideal C2 Inc. **Business Type:** Other
Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 9

First Name: Nicholas **Last Name:** Saba **Suffix:**
Marijuana Establishment Name: Delta 420 LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Blackstone **Marijuana Establishment State:** MA

Individual 10

First Name: Joseph **Last Name:** Daly **Suffix:**

Marijuana Establishment Name: Delta 420 LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Blackstone **Marijuana Establishment State:** MA

Individual 11

First Name: Patrick **Last Name:** Stack **Suffix:**
Marijuana Establishment Name: Delta 420 LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Blackstone **Marijuana Establishment State:** MA

Individual 12

First Name: Edward **Last Name:** Daly **Suffix:** Sr
Marijuana Establishment Name: Delta 420 LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Blackstone **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 616 Douglas Street
Establishment Address 2:
Establishment City: Uxbridge **Establishment Zip Code:** 01569
Approximate square footage of the Establishment: 6100 **How many abutters does this property have?:** 7
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: **Cultivation Environment:**

FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Idealcraft HCA Certification form signed.pdf	pdf	5ff89ed32027b107e8dc98c4	01/08/2021
Community Outreach Meeting Documentation	Ideal Craft Cannabis COMPLETE COM packet.pdf	pdf	5ffcecd644f61c07f6800027	01/11/2021
Plan to Remain Compliant with Local Zoning	Updated Plan to Remain Compliant with Local Zoning 1-20-2021.docx.pdf	pdf	601c1d7e6d809f35defba55f	02/04/2021

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
Other	NEVA letter for Ideal Craft Cannabis.pdf	pdf	5ffcecf72027b107e8dca06e	01/11/2021
Plan for Positive Impact	Ideal Craft - Positive Impact Plan (1).pdf	pdf	5ffcecf816d57608051fcb44	01/11/2021

ADDITIONAL INFORMATION NOTIFICATION

Good standing					
Secretary of Commonwealth - Certificate of Good Standing	Certif of Good Standing Sec of Commonwealth (1).pdf	pdf	5ffca5cb36d86207eb96a48a	01/11/2021	
Bylaws	Operating Agreement Ideal Craft Cannabis reduced.pdf	pdf	600f04189a7da608237aca0b	01/25/2021	

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	22030214310 (1).pdf	pdf	6256dfbb3eefeb000a2bdbbc4	04/13/2022
Department of Revenue - Certificate of Good standing	Ideal COGS March 2022 (1).pdf	pdf	6256dfec5e5622000820cab7	04/13/2022
Department of Unemployment Assistance - Certificate of Good standing	2022 DUA COGS (1).pdf	pdf	6256e0053eefeb000a2bdd5a	04/13/2022

Massachusetts Business Identification Number: 001452213

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Ideal Craft Cannabis Business Plan Cultivation.pdf	pdf	5ffced8760fc2607ca6ae9cf	01/11/2021
Proposed Timeline	Updated Timeline Cultivation.pdf	pdf	6256e1a75e5622000820d27a	04/13/2022
Plan for Liability Insurance	CA000044743-01_POLICY_AGENT-INSURED_03162022.PDF.pdf	pdf	6256e27d3eefeb000a2be83d	04/13/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Policies and Procedures for Cultivating - Ideal Craft Cannabis - Cultivation.pdf	pdf	5ffca9cbeb00b107e4545e9f	01/11/2021
Restricting Access to age 21 and older	Restricting Access to age 21 and older - Ideal Craft Cannabis - Cultivation.pdf	pdf	5ffca9cf982b2307e1995181	01/11/2021
Security plan	Security Plan - Ideal Craft Cannabis - Cultivation (1).pdf	pdf	5ffca9d3e767d307ceee54d9	01/11/2021
Prevention of diversion	Prevention of Diversion - Ideal Craft Cannabis - Cultivation.pdf	pdf	5ffca9dce826e207c07dca44	01/11/2021
Storage of marijuana	Storage of Marijuana - Ideal Craft Cannabis - Cultivation.pdf	pdf	5ffca9e209cfae0810fd455d	01/11/2021
Transportation of marijuana	Transportation of Marijuana - Ideal Craft Cannabis - Cultivation.pdf	pdf	5ffca9ee89d382080d8eed0d	01/11/2021

Inventory procedures	Inventory Procedures - Ideal Craft Cannabis - Cultivation.pdf	pdf	5ffca9f216d57608051fca12	01/11/2021
Quality control and testing	Quality Control and Testing - Ideal Craft Cannabis - Cultivation.pdf	pdf	5ffca9f660fc2607ca6ae890	01/11/2021
Personnel policies including background checks	Personnel Policies Including Background Checks - Ideal Craft Cannabis - Cultivation.pdf	pdf	5ffcaa00e826e207c07dca4a	01/11/2021
Record Keeping procedures	Record Keeping Procedures - Ideal Craft Cannabis - Cultivation.pdf	pdf	5ffcaa0d841ecf07f32ac091	01/11/2021
Maintaining of financial records	Maintaining of Financial Records - Ideal Craft Cannabis - Cultivation.pdf	pdf	5ffcaa182027b107e8dc9f1f	01/11/2021
Qualifications and training	Qualifications and Training - Ideal Craft Cannabis - Cultivation.pdf	pdf	5ffcaa32841ecf07f32ac095	01/11/2021
Diversity plan	Ideal Craft - Diversity Plan (1).pdf	pdf	5ffcedae79776c07d15e8c5f	01/11/2021
Energy Compliance Plan	Ideal Craft - Energy Compliance Plan.pdf	pdf	5ffcef8879776c07d15e8c63	01/11/2021

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 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:

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Please find our updated Positive Impact Plan and supporting information enclosed.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: In the summer of 2021, we hosted a diversity workshop covering the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere. We have been successful in actively recruiting people of color, particularly Black, African American, Hispanic, Latin and Indigenous people, women and veteran owned businesses, persons with disabilities, and LGBTQ+ individuals for our staffing, consultant, and training needs.

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 8:00 PM



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Ideal Craft Cannabis, Inc.

2. Name of applicant's authorized representative:

Nicholas Saba

3. Signature of applicant's authorized representative:

4. Name of municipality:

Town of Uxbridge

5. Name of municipality's contracting authority or authorized representative:

Steven Sette



6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

ssette@uxbridge-ma.gov

8. Host community agreement execution date:

10/26/20

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

- a. Date of publication:
- b. Name of publication:

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

- a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

- a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Ideal Craft Cannabis

Name of applicant's authorized representative:

Nicholas Saba

Signature of applicant's authorized representative:





Kristina Beacom <kristina@mensinggroup.com>

Community Outreach Meeting

Steven Sette <ssette@uxbridge-ma.gov>
To: Kristina Beacom <kristina@mensinggroup.com>
Cc: Ellen Welch <EWelch@uxbridge-ma.gov>

Wed, Nov 11, 2020 at 3:10 PM

Hi Kristina,

You can hold your meeting online, please make sure it is advertised properly so anyone who wants to can join.

Regards,

Steven Sette
Town Manager- Uxbridge

Sent from my iPhone
[Quoted text hidden]

Ideal Craft Cannabis Inc.

Link to where the virtual Community Outreach Meeting video exists:

<https://youtu.be/omdZT7DPcSU>

Ideal Craft Cannabis Inc.

Number of attendees at COM: 3

CLASSIFIED

Place An Ad YOUR AD. YOUR WAY. YOUR TIME. 24 HOURS - 7 DAYS A WEEK. 888-254-3486 telegram.com/classifieds

ATTACHMENT A

AUTOMOTIVE • REAL ESTATE • EMPLOYMENT • MARKETPLACE

100 Front Street • 8th Floor • OPEN 8:30am - 5:00pm • EMAIL: classifieds@gazetteonline.com DEADLINES Daily: 5:00pm on the day before publication • Sunday & Monday: 5:00pm Friday | DISPLAY ADS Daily: 2 working days before publication • Sunday & Monday: 5:00pm Thursday

General Auto

WANTED AUTOS AME BASS Auto Recycling Buy any car 2000 up, wrecked, accident, flood, etc. Latex, Toyota, Honda, or any car of value. Call Larry 508-233-7074

Wanted Autos Buy any car, truck, SUV, or any car of value. Latex, Toyota, Honda, or any car of value. Call Larry 508-233-7074

Autos By Make MERCURY Mercury 2006 Grand Marquis Special Edition. Call Steve 508-233-7074

NISSAN Nissan 2010 Sentra SE S, 4-cylinder, owned, clean, low miles, great condition. Call Steve 508-233-7074

TOYOTA Toyota 2006 Tacoma 4x4, 198k miles, runs great, great condition. Call Steve 508-233-7074

VOLVO Volvo 2001 V70 GLE, 4-cylinder, owned, clean, low miles, great condition. Call Steve 508-233-7074

Recreational Vehicles RV/MOTORHOMES Keystone 2006 Montana RV, great condition, call Steve 508-233-7074

GENERAL Project Administrator The Town of Scituate seeks highly responsive and qualified project administrator for various projects. Call Steve 508-233-7074

Real Estate For Sale

COMMERCIAL & INDUSTRIAL FOR SALE Oceanfront 2 UNIT CONDO INVESTMENT PROPERTY IN OLD BEACH BEACH MAINE. Call Steve 508-233-7074

CONDOS FOR SALE LICESTER, MA LICESTER 3 BR NEW CONSTRUCTION. Call Steve 508-233-7074

HOMES FOR SALE WINTER BEACH 3 BR 2 1/2 BATHS IN NEW CONSTRUCTION. Call Steve 508-233-7074

INCOME PROPERTY 1000+ sq ft, 4 units, great investment. Call Steve 508-233-7074

Real Estate Services REAL ESTATE SERVICES. Call Steve 508-233-7074

APARTMENTS Worcester 3 BR 2 1/2 Bath Street. Call Steve 508-233-7074

Worcester, Center Mill Apts 508-203-8858. Call Steve 508-233-7074

HOMES FOR RENT Worcester 3 BR 2 1/2 Bath Street. Call Steve 508-233-7074

LEGAL NOTICES The City Council of Scituate, Massachusetts, has adopted the following resolution...

LEGAL NOTICES

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

LEGAL NOTICES

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

LEGAL NOTICES

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

LEGAL NOTICES

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

Wanted Autos Buy any car, truck, SUV, or any car of value. Latex, Toyota, Honda, or any car of value. Call Larry 508-233-7074

Autos By Make MERCURY Mercury 2006 Grand Marquis Special Edition. Call Steve 508-233-7074

NISSAN Nissan 2010 Sentra SE S, 4-cylinder, owned, clean, low miles, great condition. Call Steve 508-233-7074

TOYOTA Toyota 2006 Tacoma 4x4, 198k miles, runs great, great condition. Call Steve 508-233-7074

VOLVO Volvo 2001 V70 GLE, 4-cylinder, owned, clean, low miles, great condition. Call Steve 508-233-7074

Recreational Vehicles RV/MOTORHOMES Keystone 2006 Montana RV, great condition, call Steve 508-233-7074

GENERAL Project Administrator The Town of Scituate seeks highly responsive and qualified project administrator for various projects. Call Steve 508-233-7074

COMMERCIAL & INDUSTRIAL FOR SALE Oceanfront 2 UNIT CONDO INVESTMENT PROPERTY IN OLD BEACH BEACH MAINE. Call Steve 508-233-7074

CONDOS FOR SALE LICESTER, MA LICESTER 3 BR NEW CONSTRUCTION. Call Steve 508-233-7074

HOMES FOR SALE WINTER BEACH 3 BR 2 1/2 BATHS IN NEW CONSTRUCTION. Call Steve 508-233-7074

INCOME PROPERTY 1000+ sq ft, 4 units, great investment. Call Steve 508-233-7074

Real Estate Services REAL ESTATE SERVICES. Call Steve 508-233-7074

APARTMENTS Worcester 3 BR 2 1/2 Bath Street. Call Steve 508-233-7074

Worcester, Center Mill Apts 508-203-8858. Call Steve 508-233-7074

HOMES FOR RENT Worcester 3 BR 2 1/2 Bath Street. Call Steve 508-233-7074

LEGAL NOTICES The City Council of Scituate, Massachusetts, has adopted the following resolution...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

Wanted Autos Buy any car, truck, SUV, or any car of value. Latex, Toyota, Honda, or any car of value. Call Larry 508-233-7074

Autos By Make MERCURY Mercury 2006 Grand Marquis Special Edition. Call Steve 508-233-7074

NISSAN Nissan 2010 Sentra SE S, 4-cylinder, owned, clean, low miles, great condition. Call Steve 508-233-7074

TOYOTA Toyota 2006 Tacoma 4x4, 198k miles, runs great, great condition. Call Steve 508-233-7074

VOLVO Volvo 2001 V70 GLE, 4-cylinder, owned, clean, low miles, great condition. Call Steve 508-233-7074

Recreational Vehicles RV/MOTORHOMES Keystone 2006 Montana RV, great condition, call Steve 508-233-7074

GENERAL Project Administrator The Town of Scituate seeks highly responsive and qualified project administrator for various projects. Call Steve 508-233-7074

COMMERCIAL & INDUSTRIAL FOR SALE Oceanfront 2 UNIT CONDO INVESTMENT PROPERTY IN OLD BEACH BEACH MAINE. Call Steve 508-233-7074

CONDOS FOR SALE LICESTER, MA LICESTER 3 BR NEW CONSTRUCTION. Call Steve 508-233-7074

HOMES FOR SALE WINTER BEACH 3 BR 2 1/2 BATHS IN NEW CONSTRUCTION. Call Steve 508-233-7074

INCOME PROPERTY 1000+ sq ft, 4 units, great investment. Call Steve 508-233-7074

Real Estate Services REAL ESTATE SERVICES. Call Steve 508-233-7074

APARTMENTS Worcester 3 BR 2 1/2 Bath Street. Call Steve 508-233-7074

Worcester, Center Mill Apts 508-203-8858. Call Steve 508-233-7074

HOMES FOR RENT Worcester 3 BR 2 1/2 Bath Street. Call Steve 508-233-7074

LEGAL NOTICES The City Council of Scituate, Massachusetts, has adopted the following resolution...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

NOTICE OF PUBLIC HEARING The City of Worcester is holding a public hearing on the proposed...

THE MARKETPLACE

ARTICLES FOR SALE

CHIMNEY CLEANING

FOUNDATION REPAIR/CONCRETE (ALL WORKS)

WANTED

FOUNDATION REPAIR/CONCRETE (ALL WORKS)

WANTED

CHIMNEY CLEANING

FOUNDATION REPAIR/CONCRETE (ALL WORKS)

WANTED

WONDERWORD

HOW TO PLAY: All the words listed below in the puzzle - horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The answer letters spell the WONDERWORD.

CAR AIR FRESHENERS

S U R T I C I T R O P I C A L T E L L E M S L I N E N D P R A N C H E R Y I N G I U A E M G R A P E S O R A T F R I W O O F W D E A L E R F I B C F O R L A S L E G U F E U I U L A N O P I N E S I R R I F F A O N P I T R E E R T B E A M I A L E A T H E R Y E U D I N B B C A N D L E L U N N S R E M M U S O Y T E Q T A O E A L L N A V A L M U M R E C V O F F E R I O B Z H L O A Y E N O H P F N B E P I L C C L T E W S R

WONDERWORD

HOW TO PLAY: All the words listed below in the puzzle - horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The answer letters spell the WONDERWORD.

CAR AIR FRESHENERS

S U R T I C I T R O P I C A L T E L L E M S L I N E N D P R A N C H E R Y I N G I U A E M G R A P E S O R A T F R I W O O F W D E A L E R F I B C F O R L A S L E G U F E U I U L A N O P I N E S I R R I F F A O N P I T R E E R T B E A M I A L E A T H E R Y E U D I N B B C A N D L E L U N N S R E M M U S O Y T E Q T A O E A L L N A V A L M U M R E C V O F F E R I O B Z H L O A Y E N O H P F N B E P I L C C L T E W S R

CROSSWORD

ACROSS

1 A clove

6 Outer confidant in 9

14 Workout result

15 Knygzytan

16 Aedrean money

17 Be sincere

18 Weakening

19 Computer chip maker

PREVIOUS PUZZLE SOLVED

IGOR SNOB PETAL NOME TAIL AMINO CREAM ARLO LILTS AEROBIC GLINTS VERSIA ENE

EIASELS DRAGNET INTRIO HAUS TRAM ROO WIMPLES UTA EDIE MOTE TAPER ECLIPSE GENTRY

UNFILE RUSTIER CROSS SARI ISLE AGREE PIOT MALE READS YLETS KEKED

DOWN

1 Label

2 Body of water

3 Midwest airport

4 Rose or Ethel

5 Inhabits (2 wds.)

31 Lemons

32 Indigent

33 Orion's cousin

34 Bass or gneiss

35 Arapaho foe

36 Dancer Fred -

37 Sifter

38 Crafted at

39 In 4 miles in

40 Barcelona

41 Leave

42 Branched horn

43 Spiritist groups

44 Shoalace hole

45 Coast



November 11, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana cultivation and product manufacturing establishment is scheduled for Wednesday November 25, 2020 at 6 pm. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://zoom.us/j/96450972490>

Meeting ID: 964 5097 2490

or Via Dial-in: (929) 205-6099 and entering the Meeting ID

The proposed marijuana cultivation and product manufacturing establishment is anticipated to be located at 616 Douglas Street, Uxbridge MA. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Ideal Craft Cannabis,

A handwritten signature in black ink, appearing to read "Blake M. Mensing", is written in a cursive style.

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

Name		Address	City	State	Zip
Town of Uxbridge	Town Manager	21 South Main Street	Uxbridge	MA	01569
Town of Uxbridge	Planning and Zoning Boards	21 South Main Street	Uxbridge	MA	01569
Town of Uxbridge	Board of Selectment	21 South Main Street	Uxbridge	MA	01569
Town of Uxbridge	Town Clerk	21 South Main Street	Uxbridge	MA	01569

Ellen Welch

After 11/11/20, I confirm that our office received this notification. It was then placed in the applicant's file.

Thank you,

Ellen Welch
Office of the Town Manager/Board of Selectmen
Uxbridge Town Hall
21 South Main Street
Uxbridge MA 01569
ewelch@uxbridge-ma.gov
508.278.8600 x7

Ellen Welch 1/11/21



November 11, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana cultivation and product manufacturing establishment is scheduled for Wednesday November 25, 2020 at 6 pm. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://zoom.us/j/96450972490>

Meeting ID: 964 5097 2490

or Via Dial-in: (929) 205-6099 and entering the Meeting ID

The proposed marijuana cultivation and product manufacturing establishment is anticipated to be located at 616 Douglas Street, Uxbridge MA. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Ideal Craft Cannabis,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com



300 foot Abutters List Report

Uxbridge, MA
November 09, 2020

Subject Property:

Parcel Number: 28_1724
CAMA Number: 28_1724
Property Address: 616 DOUGLAS ST

Mailing Address: [REDACTED]
UXBRIDGE, MA 01569

Abutters:

Parcel Number: 27_1696
CAMA Number: 27_1696
Property Address: 621 DOUGLAS ST

Mailing Address: [REDACTED]
UXBRIDGE, MA 01569

Parcel Number: 27_3231
CAMA Number: 27_3231
Property Address: 660 DOUGLAS ST

Mailing Address: [REDACTED]
UXBRIDGE, MA 01569

Parcel Number: 28_1042
CAMA Number: 28_1042
Property Address: 596 DOUGLAS ST

Mailing Address: [REDACTED]
[REDACTED]
[REDACTED]
BOSTON, MA 02110

Parcel Number: 28_1865
CAMA Number: 28_1865
Property Address: 80 CAMPANELLI DR

Mailing Address: [REDACTED]
[REDACTED]
NORTHFIELD, IL 60093

Parcel Number: 28_2595
CAMA Number: 28_2595
Property Address: 630 DOUGLAS ST

Mailing Address: [REDACTED]
[REDACTED]
UXBRIDGE, MA 01569

Parcel Number: 28_3589
CAMA Number: 28_3589
Property Address: 81 CAMPANELLI DR

Mailing Address: [REDACTED]
[REDACTED]
NORTHFIELD, IL 60093

Parcel Number: 28_916
CAMA Number: 28_916
Property Address: 615 DOUGLAS ST

Mailing Address: [REDACTED]
[REDACTED]
[REDACTED]
BALA CYNWYD, PA 19004

Donna C Hardy

CAI Technologies

www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

11/9/2020

Page 1 of 1



January 11, 2021

Dear Customer,

The following is the proof-of-delivery for tracking number: 398813681205

Delivery Information:

Status:	Delivered	Delivered To:	Receptionist/Front Desk
Signed for by:	B.DEE	Delivery Location:	
Service type:	FedEx Express Saver		UXBRIDGE, MA,
Special Handling:	Deliver Weekday	Delivery date:	Nov 16, 2020 13:06

Shipping Information:

Tracking number:	398813681205	Ship Date:	Nov 11, 2020
		Weight:	0.5 LB/0.23 KG
Recipient:		Shipper:	
UXBRIDGE, MA, US,		Brookline, MA, US,	

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Thank you for choosing FedEx



January 11, 2021

Dear Customer,

The following is the proof-of-delivery for tracking number: 398814442036

Delivery Information:

Status:	Delivered	Delivered To:	Receptionist/Front Desk
Signed for by:	D.FEINBERG	Delivery Location:	
Service type:	FedEx Express Saver		BALA CYNWYD, PA,
Special Handling:	Deliver Weekday	Delivery date:	Nov 13, 2020 10:14

Shipping Information:

Tracking number:	398814442036	Ship Date:	Nov 11, 2020
		Weight:	0.5 LB/0.23 KG
Recipient:		Shipper:	
BALA CYNWYD, PA, US,		Brookline, MA, US,	

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Thank you for choosing FedEx



January 11, 2021

Dear Customer,

The following is the proof-of-delivery for tracking number: 398814300541

Delivery Information:

Status:	Delivered	Delivered To:	Guard/Security Station
Signed for by:	A.SOSCOE	Delivery Location:	
Service type:	FedEx Express Saver		Boston, MA,
Special Handling:	Deliver Weekday	Delivery date:	Nov 12, 2020 09:12

Shipping Information:

Tracking number:	398814300541	Ship Date:	Nov 11, 2020
		Weight:	0.5 LB/0.23 KG

Recipient:	Shipper:
Boston, MA, US,	Brookline, MA, US,

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Thank you for choosing FedEx



January 11, 2021

Dear Customer,

The following is the proof-of-delivery for tracking number: 398813625168

Delivery Information:

Status:	Delivered	Delivered To:	Shipping/Receiving
Signed for by:	C.STROZ	Delivery Location:	
Service type:	FedEx Express Saver		WINNETKA, IL,
Special Handling:	Deliver Weekday	Delivery date:	Nov 13, 2020 09:28

Shipping Information:

Tracking number:	398813625168	Ship Date:	Nov 11, 2020
		Weight:	0.5 LB/0.23 KG
Recipient:		Shipper:	
WINNETKA, IL, US,		Brookline, MA, US,	

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Thank you for choosing FedEx



January 11, 2021

Dear Customer,

The following is the proof-of-delivery for tracking number: 398814363844

Delivery Information:

Status:	Delivered	Delivered To:	Shipping/Receiving
Signed for by:	M.FORRESTER	Delivery Location:	
Service type:	FedEx Express Saver		UXBRIDGE, MA,
Special Handling:	Deliver Weekday	Delivery date:	Nov 13, 2020 10:28

Shipping Information:

Tracking number:	398814363844	Ship Date:	Nov 11, 2020
		Weight:	0.5 LB/0.23 KG
Recipient:		Shipper:	
UXBRIDGE, MA, US,		Brookline, MA, US,	

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Thank you for choosing FedEx



January 11, 2021

Dear Customer,

The following is the proof-of-delivery for tracking number: 398813566018

Delivery Information:

Status:	Delivered	Delivered To:	Residence
Signed for by:	Signature not required	Delivery Location:	
Service type:	FedEx Express Saver		UXBRIDGE, MA,
Special Handling:	Deliver Weekday; Residential Delivery	Delivery date:	Nov 16, 2020 13:02

Shipping Information:

Tracking number:	398813566018	Ship Date:	Nov 11, 2020
		Weight:	0.5 LB/0.23 KG
Recipient:		Shipper:	
UXBRIDGE, MA, US,		Brookline, MA, US,	

Proof-of-delivery details appear below; however, no signature is available for this FedEx Express shipment because a signature was not required.

Thank you for choosing FedEx

Ideal Craft Cannabis, Inc.

Plan to Remain Compliant with Local Zoning

Adult Use Marijuana Establishment for Cultivation and Product Manufacturing
616 Douglas Street, Uxbridge, Mass., County
Assessor ID 28-1724

Ideal Craft Cannabis, Inc., (the Applicant), is seeking a marijuana cultivation and production establishment at 616 Douglas Street in the Town of Uxbridge and the site is located within the Town's Industrial B (IB) zoning district and is allowed as of right, by building permit, in this zone.

The Applicant is committed to remain compliant with all applicable zoning bylaws of the Town of Uxbridge, MA, including, but not limited to Chapter 400, ZONING BYLAWS, §400-23. Pursuant to §400-23(C)(1), Applicant has secured a Host Community Agreement with the Town of Uxbridge. Applicant's cultivation and production facility is located at 616 Douglas St., Uxbridge, MA 01569, which falls within the Industrial B zoning district, and which complies with the requirements of §400-23(C)(2). Pursuant to §400-23(C)(3), Applicant's facility does not run afoul of the 750-foot minimum distance buffer required between a marijuana establishment and a public/private school serving grades K-12. Except during authorized transport in compliant transportation vehicles, all marijuana products shall be held in a secure indoor facility, in compliance with §400-23(C)(4). Marijuana shall not be disseminated, offered to be disseminated, or advertised to persons under 21 years of age, in compliance with §400-23(C)(5). Ideal Craft shall not have a freestanding accessory sign at the facility, in compliance with §400-23(C)(6). Ideal Craft shall remain compliant with all applicable zoning requirements, both those enumerated herein that are specifically applicable to marijuana establishments, and to all other applicable zoning bylaws governing front-, side-, and rear- lot setbacks, curb cuts, signs, emergency vehicle access, and shall further remain in compliance with the terms of its certificate of occupancy. As a Cultivator and Product Manufacturer, which the Town of Uxbridge defines as a "Marijuana Establishment" under §400-23(A)(6), and which is located in the Industrial B zoning district, Applicant is permitted by right as a principal use to conduct its operations pursuant to the specific requirements enumerated herein and Article III, §400-10(A).

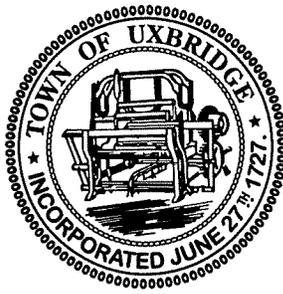
The site consists of 1.51 acres and hosts an existing warehouse type building. Although there are wetland areas on adjacent properties, there are no exterior or land improvements or excavations that would trigger wetland act permitting.

The time frame for obtaining permits for this marijuana establishment's is as follows: A building permit with professional engineering stamped/signed plans will be submitted for application for building permit and the building dept. has 30 days to issue upon confirmation that submitted construction filings/plans comply with building code. After construction, a certificate of use/occupancy will be required prior to commencing operations, which typically takes 15 to 30 days to obtain.

END OF COMPLIANCE PLAN

Steven A. Sette, Town Manager

UXBRIDGE TOWN HALL
21 SOUTH MAIN STREET
UXBRIDGE, MASSACHUSETTS 01569-1326
508-278-8600



March 8, 2022

Ideal Craft Cannabis, Inc.
616 Douglas Street
Uxbridge, MA 01569

To Whom it May Concern:

I am writing in response to your question from the Cannabis Control Commission regarding the costs associated with the operation of your establishment here in the Town of Uxbridge. The impacts of your business thus far on the Town of Uxbridge have been minimal, however studies in states where adult recreational marijuana has been available for a longer period of time has shown that the impacts of the approval has not been seen until 5 plus years out; the Town of Uxbridge is still in its infancy with adult use recreational marijuana availability so we are monitoring the impact locally.

The Town has found that while we had anticipated the impact on services in the Town of Uxbridge to be mainly to the Uxbridge Police Department; the level of security that is required in any cannabis facility has helped keep these costs under control and the demand to the UPD is controllable. The Town has observed, however, that the impacts instead are in the area of infrastructure, particularly water and the increased usage that the cannabis facilities in Town have caused and the need to improve water delivery to all as a result. The Town infrastructure has also been impacted through its roads and the increased traffic that some facilities have brought to Town; these impacts require a more focused study to fully gauge the dollars that it is costing the Town.

The Town of Uxbridge is pleased to have your business operating in Town and look forward to a continued partnership.

Best of luck with the renewal process.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Sette".

Steven A. Sette
Town Manager, Uxbridge, MA

cc: Cannabis Control Commission
Uxbridge Board of Selectmen
Ideal Craft Cannabis, Inc.

From: Contact form at Uxbridge, MA <cmsmailer@civicplus.com>
Sent: Monday, March 7, 2022 3:28 PM
To: Kelly Cote <KCote@uxbridge-ma.gov>
Subject: [Uxbridge, MA] Municipal Cost Outreach (Sent by Joan Daly, joanie@idealcraftcannabis.com)

Hello kcote,

Joan Daly (joanie@idealcraftcannabis.com) has sent you a message via your contact form (<https://www.uxbridge-ma.gov/user/180/contact>) at Uxbridge, MA.

Message:

March 4, 2022

Kelly Cote, Town Clerk

Uxbridge Town Hall

21 South Main Street

Uxbridge, MA 01569

Re: Ideal Craft Cannabis, Inc. (Provisional License #MC283286, #MP282007)

Dear Clerk Cote:

Please be advised that as a condition of Ideal Craft Cannabis, Inc.'s state cannabis license renewal application, the Cannabis Control Commission is requiring Ideal Craft Cannabis, Inc. to submit documentation that it has requested from its Host Community the records of any cost to the

Host Community, whether anticipated or actual, resulting from the licensee's operation within its borders, and any response received from the Host Community in connection with such request.

Accordingly, please accept this correspondence as our formal request to Uxbridge to produce the records of any cost to Uxbridge, whether anticipated or actual, resulting from Ideal Craft Cannabis, Inc.'s operation within the borders of Uxbridge. Please note that a copy of this correspondence along with any response received from the town, or barring receipt of any response, an attestation to that effect, shall be submitted to the Cannabis Control Commission.

Note that M.G.L. c. 94G, § 3(d) requires that any cost to the town imposed by the operation of a Marijuana Establishment be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Thank you for your assistance.

Sincerely,

Ideal Craft Cannabis, Inc.

616 Douglas Street

Uxbridge, MA 01569

POSITIVE IMPACT PLAN

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to support one of the Commission's priorities of having an ongoing positive impact on communities, Ideal Craft Cannabis Inc. ("Ideal Craft" or "the Company") has created the following Positive Impact Plan.

Ideal Craft's Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy. Criminalization has had long-term ill effects, not only on the individuals arrested and incarcerated, but on their families and communities.

The Commission has identified certain Areas of Disproportionate Impact ("ADIs") that were disproportionately harmed in the past by marijuana prohibition and enforcement as evidenced by their having historically high rates of arrest, conviction and incarceration related to marijuana crimes. Our Positive Impact Plan is focused on the following groups:

1. Past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission ("CCC").
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents who have parents or spouses who have past drug convictions.

Ideal Craft will implement the following goals, programs and measurements pursuant to this Positive Impact Plan.

Goal #1:

Provide financial support to New England Veterans Alliance ("NEVA") because it is an entity that offers support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs, including past or present residents of areas of disproportionate impact as defined by the CCC, Massachusetts residents who have past drug convictions, and/or Massachusetts residents who have parents or spouses who have past drug convictions.

Program:

Donate a total of \$2,500.00 annually to New England Veterans Alliance. The donation to be made to New England Veterans Alliance is intended to enhance its ability to cultivate veterans through alternative therapeutic programs. NEVA does important work in New England and across the country to improve veterans' lives, and building community for veterans. NEVA offers support, education and/or job training to Massachusetts residents disproportionately

Ideal Craft Cannabis Inc.

impacted by the War on Drugs. Specifically, this donation will go towards two programming areas:

1. The Veterans Cultivation Program (VCP) which supports veterans in learning how to cultivate cannabis. The goal of VCP is to help educate the veteran community, to encourage self sustainability through cultivation therapy, and to alleviate the financial burden on veterans while providing a purpose and connection to the local communities and
2. Peer support groups for veterans across New England, specifically those veterans located in areas of disproportionate impact (ADI) and/or have had past drug convictions.

Measurement and Accountability:

At the end of each year, Ideal Craft will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the Ideal Craft has given to the program outlined above. Ideal Craft will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts. NEVA will be able to produce documentation that the individuals participating in their programs have had past drug convictions and are from an area of disproportionate impact.

NEVA will provide an annual report to Ideal Craft, summarizing the use of the funds, as well as the disproportionately impacted communities the programs have worked with, and whether the individuals participating in the programs have had past drug convictions. NEVA will provide a copy to the Cannabis Control Commission upon request.

Goal #2:

On an annual basis, cover the costs/fees associated with obtaining an expungement of the criminal record for up to 5 individuals that are past or present residents of ADI's who have cannabis-related felonies.

Program:

Ideal Craft will Commit \$2,500 per calendar year to our Cannabis Expungement Program ("CEP") that will provide financial assistance for legal/filing fees for up to 5 individuals from areas of disproportionate impact attempting to expunge cannabis criminal charges from their record. Ideal Craft will identify an attorney to help individuals with completing the necessary expungement paperwork. Ideal Craft will publish the application for the CEP on its website. Individuals will be able to apply for the Program on-line. The first 5 individuals that meet the following criteria will be eligible for participation in the program:

1. Must show proof of past or present residency in an ADI as identified by the Commission and
2. Show proof of a cannabis-related felony.

Ideal Craft Cannabis Inc.

Measurement and Accountability:

Ideal Craft will use qualitative and quantitative measurement metrics in measuring the results of its program and upon renewal will demonstrate that the CEP led to measurable success of our goal. The metric to be used in determining whether the goals were met will be to produce the total number of individuals Ideal Craft has assisted with funding expungements per year and indicate the specific ADI where that individual resides or has resided. In addition, Ideal Craft will produce documentation that criminal records of individuals in the CEP have had their records expunged.

Ideal Craft 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 by Ideal Craft, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Ideal Craft expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001452213

ARTICLE I

The exact name of the corporation is:

IDEAL CRAFT CANNABIS, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	10,000	\$0.00	5,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

AS SET FORTH IN THE CORPORATION'S BYLAWS AND ANY AGREEMENTS AMONG SHAREHOLDERS.

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

ANY ACTION REQUIRED OR PERMITTED TO BE TAKEN AT ANY ANNUAL OR SPECIAL MEETING OF SHAREHOLDERS MAY BE TAKEN WITHOUT A MEETING, PROVIDED THE CONSENT IS IN WRITING, SETS FORTH THE ACTION SO TAKEN, AND HAS BEEN SIGNED BY THE HOLDER S OF OUTSTANDING SHARES HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES THAT WOULD BE NECESSARY TO AUTHORIZE OR TAKE SUCH ACTION AT A MEETING AT WHICH ALL SHARES ENTITLED TO VOTE THEREON WERE PRESENT AND VOTED. SHAREHOLDERS MAY BE GIVEN PREEMPTIVE RIGHTS TO ACQUIRE UNISSUED SHARES. THE POWER TO FILL DIRECTOR VACANCIES IS LIMITED TO THE SHAREHOLDERS AS SET FORTH IN THE BYLAWS AND ANY AGREEMENTS AMONG SHAREHOLDERS. THE BOARD OF DIRECTORS MAY AUTHORIZE, AND THE CORPORATION MAY MAKE, DISTRIBUTIONS TO ITS SHAREHOLDERS IN CASH, PROPERTY, OR SHARES OF THE CORPORATION TO THE EXTENT PERMITTED BY THE ARTICLES OF ORGANIZATION AND THE MASSACHUSETTS BUSINESS CORPORATION ACT.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: NICHOLAS SABA
No. and Street: 612 DOUGLAS STREET
City or Town: UXBRIDGE State: MA Zip: 01569 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	NICHOLAS SABA	604 IRVING ROAD RANDOLPH, MA 02368 USA
TREASURER	JOSEPH DALY	21 BEACH ROAD SHARON, MA 02067 USA
SECRETARY	PATRICK STACK	604 IRVING ROAD RANDOLPH, MA 02368 USA
DIRECTOR	EDWARD G. DALY	6 VAN BEAL ROAD RANDOLPH, MA 02368 USA
DIRECTOR	NICHOLAS SABA	604 IRVING ROAD RANDOLPH, MA 02368 USA
DIRECTOR	JOSEPH DALY	21 BEACH ROAD

SHARON, MA 02067 USA

DIRECTOR

PATRICK STACK

604 IRVING ROAD
RANDOLPH, MA 02368 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December

e. A brief description of the type of business in which the corporation intends to engage:

APPLY FOR LICENSES THROUGH CANNABIS CONTROL COMM.

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 612 DOUGLAS STREET
City or Town: UXBRIDGE State: MA Zip: 01569 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 612 DOUGLAS STREET
City or Town: UXBRIDGE State: MA Zip: 01569 Country: USA

which is

its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed this 7 Day of August, 2020 at 2:12:22 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

/CRISTINA BUCCOLA/

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

August 07, 2020 02:13 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large initial "W" and "G".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Nicholas Saba, an authorized representative of **Ideal Craft Cannabis, Inc.** certify that Ideal Craft Cannabis, Inc. does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



Nicholas Saba (Dec 4, 2020 14:03 EST)

Signature of Agent

Date: 12/4/2020

Name: Nicholas Saba

Title: President

Entity: Ideal Craft Cannabis, Inc.



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1069961536
Notice Date: December 11, 2020
Case ID: 0-000-572-952



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NICHOLAS SABA
IDEAL CRAFT CANNABIS, INC
612 DOUGLAS ST # UXBRIDGE
UXBRIDGE MA 01569-2001

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, IDEAL CRAFT CANNABIS, INC 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?

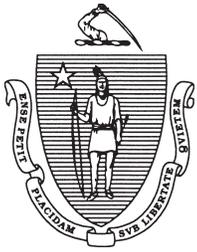
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

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



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

William Francis Galvin
Secretary of the
Commonwealth

Date: December 02, 2020

To Whom It May Concern :

I hereby certify that according to the records of this office,

IDEAL CRAFT CANNABIS, INC.

is a domestic corporation organized on **August 07, 2020** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

Certificate Number: 20120095210

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: bod

**UNANIMOUS WRITTEN CONSENT IN LIEU OF AN ORGANIZATIONAL MEETING
BY THE BOARD OF DIRECTORS OF
IDEAL CRAFT CANNABIS, INC.**

Pursuant to Sections 2.05 and 8.21 of the Massachusetts Business Corporation Act (the “MBCA”), the undersigned, being all of the members of the initial board of directors (the “Board of Directors”) of Ideal Craft Cannabis, Inc. a Massachusetts corporation (the “Corporation”), hereby consent to the adoption of the following resolutions by written consent in lieu of holding an organizational meeting.

Articles of Organization

RESOLVED, that the Articles of Organization of the Corporation filed with the Secretary of the Commonwealth of Massachusetts on August 6, 2020 are adopted and approved; and the Secretary of the Corporation is instructed to place the acknowledgement of filing and a copy of the Articles of Organization in the minute book of the Corporation.

Bylaws

RESOLVED, that the Bylaws previously adopted by the incorporator and submitted to the Board of Directors are ratified, approved, and adopted as the Bylaws of the Corporation and the Secretary of the Corporation is instructed to place the same, or a copy thereof, in the minute book of the Corporation.

RESOLVED, that the Secretary of the Corporation is instructed to maintain a copy of the Bylaws at the principal office of the Corporation, available for inspection by the shareholders of the Corporation in accordance with the MBCA.

Ratification of Incorporator’s Actions and Acceptance of Resignation

RESOLVED, that the actions of the incorporators in organizing the Corporation are hereby accepted, adopted, and ratified by the Corporation.

RESOLVED, that the resignation of the incorporator is hereby accepted.

Officers

RESOLVED, that the following persons are elected to the offices set forth opposite their names to serve as such at the pleasure of the Board of Directors, each to hold such offices until his or her respective successor is duly elected and qualified or until his or her earlier death, resignation, or removal:

Nicholas Saba, President
Joseph Daly, Secretary
Patrick Stack, Treasurer

Share Certificates

RESOLVED, the Board of Directors authorizes the issue of all shares of the Corporation without certificates.

Issuance of Shares

RESOLVED, that the Corporation issue shares of the Corporation's authorized common shares, with [a par value of \$[AMOUNT]/no par value], to the following shareholders in the amounts and for the consideration set forth below:

Shareholder Name	Shares Issued	Consideration Paid
Ed Alone, LLC	2000 shares	\$4000
Nicholas Saba	2000 shares	\$4000
Joseph Daly	900 shares	\$1800
Patrick Stack	100 shares	\$200

RESOLVED, that the Board of Directors has determined that the fair value of the consideration described above is as set forth above.

RESOLVED, that upon receipt of the consideration, the officers of the Corporation are authorized and directed to issue share certificates to the persons named above and that such shares, when issued pursuant to this resolution, will be validly issued, fully paid, and non-assessable.

Bank Accounts

RESOLVED, that the Corporation establish in its name one or more accounts with one or more financial institutions on such terms and conditions as may be agreed with said financial institutions, that any standard resolutions required by said financial institutions to establish such accounts are hereby adopted as if such resolutions were incorporated herein, and that the Corporation's officers are authorized to execute any such resolutions required by said financial institutions for such accounts.

RESOLVED, that the Corporation's officers may designate the person or persons who are authorized to write checks and make withdrawals on such accounts on behalf of the Corporation.

Organizational Costs

RESOLVED, that the attorneys' fees, filing fees, and other expenses and charges incurred and that may be incurred by the Corporation or persons acting on behalf of the Corporation in connection with the Corporation's formation and organization are reasonable and shall be paid or reimbursed by the Corporation.

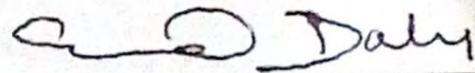
Further Instructions to Officers

RESOLVED, that the Corporation's officers are authorized to do all things and take all action necessary and helpful to carry out the above resolutions; and all acts of the officers and any persons acting for the Corporation which are consistent with the above resolutions are ratified, approved, and adopted as the acts of the Corporation.

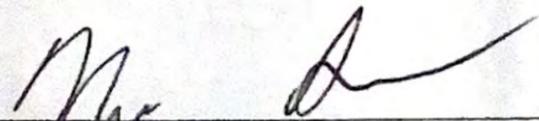
This unanimous written consent may be signed in two or more counterparts, each of which shall be deemed an original, and all of which shall be deemed one instrument.

The undersigned direct that an executed copy of this unanimous written consent, including multiple counterparts, shall be filed with the minutes of the proceedings of the Board of Directors.

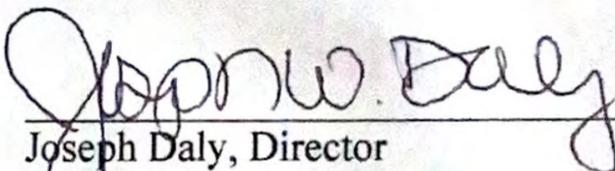
Dated to be effective on August ^{6th} 2020



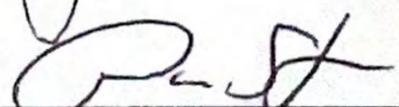
Ed Daly, Director



Nicholas Saba, Director



Joseph Daly, Director



Patrick Stack, Director

Ideal Craft Cannabis, Inc.
616 Douglas Street
Uxbridge, MA



BUSINESS PLAN
Product Manufacturing

Executive Summary

Company Name

Ideal Craft Cannabis, Inc.

Location:

Uxbridge, MA



Mission Statement

Our mission is to supply licensed Marijuana Establishments throughout Massachusetts with the most high-quality cannabis on the market.

Business Objectives

- Obtain a cultivation license the Cannabis Control Commission
- Set the industry standard for product quality
- Serve as a model to regulatory authorities
- Develop a trusted and recognizable product
- Establish a strong network

Organizational Summary

The Company

Ideal Craft Cannabis, Inc. is a privately funded, Massachusetts' company seeking a cultivation license from the Cannabis Control Commission, in order to operate a cultivation facility in Uxbridge, Massachusetts. Ideal Craft Cannabis, Inc. will cultivate several strains of cannabis to be sold to Marijuana Establishments throughout the Commonwealth.

The Team

Nicholas Saba

Nick, a determined entrepreneur with 10+ years of cultivation experience, is eager to break into Massachusetts' marijuana market. As a graduate of the state's Social Equity Program, Nick completed 14 training courses, learning every aspect of running a marijuana business, from starting-up to tracking inventory, and everything in between. Prior to completing the Social Equity Program, Nick gained relevant experience selling cannabis oil making

machines at trade shows throughout the country, and working with a local Marijuana Establishment, dispensing, labeling and operating inventory software.

Nick is an advocate against the war on drugs and has been personally affected by its impact. Given the opportunity, Nick plans to offer as many people as possible a second chance through job opportunities and charitable give back.

Joseph W. Daly

Joseph is an accomplished businessman with decades of experience. Through the 90's and early 2000's, Joseph owned and operated two companies: an apartment rental agency and an auto insurance agency.

In 2004, Joseph was diagnosed with bi-polar disorder and found cannabis treatment to be immensely helpful. It was at that time Joseph began to research marijuana cultivation, grow methods and strain variations. Joseph hopes to use this opportunity as a chance to promote and educate others to the benefits of marijuana.

Edward G. Daly

Ed is seasoned professional with fifty years of experience working in a variety of fields. He spent the earlier part of his career working as a diesel mechanic before transitioning into the construction industry where he spent years developing residential roads and housing. Ed later sat on the Town of Randolph's Planning Board and served as the town's Tax Assessor for 30 years.

Currently, Ed owns and manages several rental apartments. He and his wife split their time between Randolph and Florida.

Patrick Stack

Patrick is a 33-year-old Brockton native with a strong work ethic and a passion for marijuana. He has worked in the construction industry for the past 15 years as a member of Local Union 223, handling everything from demolition to site management. For the past decade Patrick has fully immersed himself in cannabis culture. He began studying the art of cultivation and has since traveled around the country learning, teaching, networking and promoting its positive value.

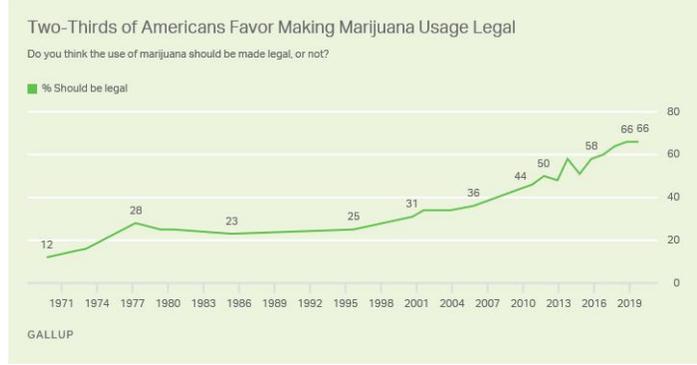
Patrick sees the benefits in a regulate marijuana industry and hopes to educate others as to its positive effects. In addition to cultivating top quality cannabis, part of his Patrick's goal is to destigmatize and remove the negative notions associated with marijuana.

Market Overview

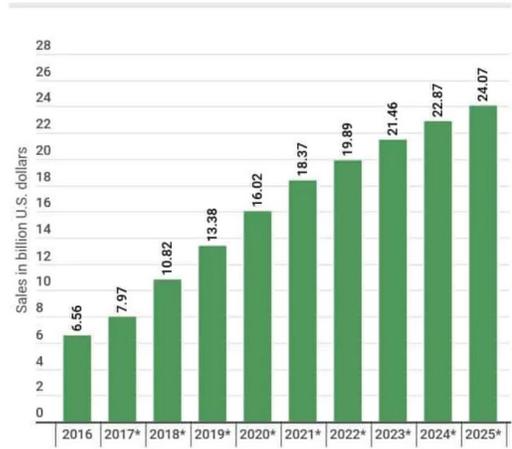
National Market

Support for legalized recreational adult-use marijuana is on a steady rise in the United States. In 1971, only 12% of Americans promoted legalization; today, nearly 66% are in favor of a regulated market. Freeing up law enforcement resources, increased safety in regulated products and tax revenue are among the top reasons Americans have cited as reasons to support a legalized industry.

As of today, 11 U.S. States have legalized recreational use of marijuana and a number of other States have proposed reform legislation, including, Missouri, New Mexico and Arizona. It is predicted that in 2025, legal marijuana sales are estimated to reach \$25 Billion in the United States.



Total Sales of Legal Cannabis in the USA, 2016 - 2025 (in billion USD)



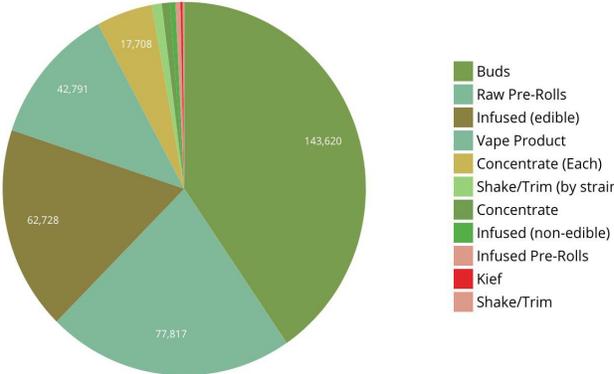
Sources: New Frontier Data

Created by AmericanMarijuana.org

Massachusetts Market

In 2016, 1.7 million Massachusetts’ residents voted yes on Questions 4, legalizing the recreational adult- use of marijuana. Massachusetts is the largest eastern state to fully legalize marijuana. Recreational marijuana shops in Massachusetts have generated \$748 million in revenue since doors opened in November of 2018, according to the Cannabis Control Commission.

It is estimated that the average consumer spends approximately \$46 per visit to the dispensary. Raw bud and pre-rolls account for more than half of all products sold in the Massachusetts’ market. Experts predict Massachusetts' market will reach \$1.35 billion by 2024.



Operations Summary

Ideal Craft Cannabis, Inc. has executed a 10-year lease, with rights to renovate and build-out, a property in Uxbridge, MA. The terms of the lease authorize the premises to be used for the cultivation of marijuana and all acts authorized under a cultivator’s license.

Design Plan

The cultivation facility will be engineered to maximize marijuana production, decrease energy usage, and optimize revenue. Site design will consist of the following:

- Heating and cooling systems
- Water collection systems
- Lighting systems
- Air filtration and circulation systems
- Irrigation system

Projected Floor Plan

The premises will be renovated and buildout to create a facility that will allow us to cultivate quality and consistent products. Our facility will include:

- Vegetative Growth Rooms
- Flowering Rooms
- Mother Room and Cloning Room
- Drying & Trimming Rooms
- Packaging Room

Products & Services

In order to provide variety, Ideal Craft Cannabis, Inc. will cultivate several different strains of marijuana, including both sativa and indica. Our final products will then be sold at wholesale to licensed Marijuana Establishments throughout Massachusetts.



Marketing Plan

We plan to market directly to other licensed Marijuana Establishments through the following means:

- Internet networking
- Face-to-face selling
- Direct mail/call
- Word of mouth

Organization and Management

Our staff structure will consist of the following:



Financial Summary

Ideal Craft Cannabis, Inc. is a privately funded venture with an unrestricted initial start-up operating budget. We intend to build-out the premises and design a cultivation facility that will allow us to produce quality and consistent marijuana products throughout the year.

Community Outreach

Social Equity

As Social Equity applicants, we want to help others with social equity status get licensed by providing them with the proper resources and funding to do so.

Substance Abuse

Ideal Craft Cannabis, Inc will work closely with local neighborhood groups and law enforcement agencies to help combat the opioid crisis and prevent youth drug use. The Team at Ideal Craft Cannabis has been personally impacted by the war of drugs and plans to work with those in need to break the cycle and help people get back on track.

ADMIRAL INSURANCE COMPANY

A Delaware Corporation

COMMERCIAL LINES POLICY

THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

Declarations;

Common Policy Conditions; and

One or more Coverage Parts. A Coverage Part Consists of:

- One or more Coverage Forms; and
- Applicable Forms and Endorsements.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



W. Robert Berkley, Jr.
President



Philip S. Welt
Secretary

Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260 (480) 509-6627

Policy Issuing Office: 1000 Howard Blvd., Suite 300, P.O. Box 5430, Mount Laurel, NJ 08054
Telephone (856) 429-9200 Facsimile (856)429-8611



Carrier: Admiral Insurance Company

Named Insured: IDEAL CRAFT CANNABIS, INC.

IMPORTANT – POLICYHOLDER NOTICES

OFAC ADVISORY NOTICE

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 changes 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 "Specifically Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>

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.



Carrier: Admiral Insurance Company

Named Insured: IDEAL CRAFT CANNABIS, INC.

IMPORTANT – POLICYHOLDER NOTICES

NOTICE

Except to such extent as may otherwise be provided here in, the coverage of this policy is limited generally to liability for only those claims that are first made against the insured and reported to us while the policy is in force. Please review the policy carefully and discuss the coverage thereunder with your insurance agent or broker.



COMMON POLICY DECLARATIONS

Carrier: Admiral Insurance Company

Policy No.: CA000044743-01

Renewal/Rewrite of:

NEW

Named Insured and Mailing Address

IDEAL CRAFT CANNABIS, INC.
604 IRVING ROAD
RANDOLPH, MA 02368

POLICY PERIOD: From 03/16/2022 to 03/16/2023 At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

THE NAMED INSURED IS: Corporation

BUSINESS DESCRIPTION: CANNABIS CULTIVATOR, PROCESSOR AND MANUFACTURER

AUDIT PERIOD: Annual

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

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

Commercial General Liability Coverage

Products/Completed Operations Liability Coverage

PREMIUM: \$5,000.00

TERRORISM PREMIUM:

TOTAL PREMIUM: \$5,000.00

Form(s) and Endorsement(s) made a part of this policy at inception: REFER TO SCHEDULE OF FORMS, AI 00 18 03 98

This policy is not binding unless countersigned by Admiral Insurance Company or its authorized representative.

Countersigned On: 3/17/2022

By: [Signature]
Authorized Representative

At: Mount Laurel, NJ

THESE COMMON POLICY DECLARATIONS AND THE COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (OR PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART DECLARATIONS), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



**COMMERCIAL GENERAL LIABILITY
COVERAGE PART
DECLARATIONS**

CARRIER **Admiral Insurance Company**

POLICY NUMBER **CA000044743-01**

LIMITS OF INSURANCE

Each Occurrence Limit	\$	1,000,000	
General Aggregate Limit	\$	2,000,000	
(Other Than Products- Completed Operations)			
Products - Completed Operations Aggregate Limit	\$	2,000,000	
Personal and Advertising Injury Limit	\$	1,000,000	
Damage To Premises Rented To You Limit	\$	300,000	Any One Premises
Medical Expense Limit	\$	EXCLUDED	Any One Person

RETROACTIVE DATE

March 16, 2022

PREMIUM

Classification	Code	Premium Basis	Rate	Per	Advance Premium
MARIJUANA-PROCESSORS AND PACKAGERS AND MANUFACTURERS	55004	\$1,200,000	\$4.17	\$1,000 Sales	\$5,000.00
<hr/>					
Total Advance Premium					\$5,000.00
Minimum Term Premium					\$5,000.00

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

SCHEDULE OF FORMS

Named Insured: IDEAL CRAFT CANNABIS, INC.

Policy No.: CA000044743-01

FORM NUMBER	TITLE
JA10010720	COVER JACKET - ADMIRAL INSURANCE COMPANY
DE20010820	COMMON POLICY DECLARATIONS
DE20020820	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
AI67040920	CLAIM REPORTING NOTICE ADDRESS INFORMATION
AI00180398	SCHEDULE OF FORMS
CG00020413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG20011219	PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
CG20111219	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
CG20121219	ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS
CG20151219	ADDITIONAL INSURED - VENDORS
CG20181219	ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER
CG20341219	ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU
CG21060514	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG21320509	COMMUNICABLE DISEASE EXCLUSION
CG21351001	EXCLUSION - COVERAGE C - MEDICAL PAYMENTS

CG21651204	TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING EQUIPMENT EXCEPTION
CG21750115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
CG24260413	AMENDMENT OF INSURED CONTRACT DEFINITION
CG24500615	LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT
IL00171198	COMMON POLICY CONDITIONS
IL00210702	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
AD07400207	CROSS LIABILITY EXCLUSION
AD07431211	KNOWN EVENT INCIDENT INJURY OR DAMAGE EXCLUSION
AD07460704	LIMITATION OF COVERAGE TO OPERATIONS PERFORMED IN DESIGNATED STATES
AD08420216	BODILY INJURY REDEFINED
AD08680217	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
AD66000511	LEAD EXCLUSION (ABSOLUTE)
AD66010715	PUNITIVE DAMAGE EXCLUSION
AD66080705	ASBESTOS EXCLUSION (ABSOLUTE)
AD66090721	MINIMUM PREMIUM AND MINIMUM RETAINED PREMIUM AMENDATORY ENDORSEMENT
AD66110511	DEDUCTIBLE LIABILITY INSURANCE
AD67720617	PRIOR PRODUCTS AND OPERATIONS EXCLUSION
AD68760621	MICROORGANISMS, BIOLOGICAL ORGANISMS OR ORGANIC CONTAMINANTS EXCLUSION EXCEPT BODILY INJURY CAUSED BY YOUR PRODUCT

AD68860519	INJURY TO WORKERS EXCLUSION JOINT FORM
AD68890321	SPECIAL JOINT FORM CLAIMS MADE
AD69160215	FIREARMS EXCLUSION ABSOLUTE
AD69530120	HEALTH HAZARD EXCLUSION (LIMITED) - MARIJUANA BUSINESSES
AD69580819	PREMIUM AUDIT WAIVER
AD69600319	FAILURE TO MAINTAIN AND COMPLY WITH CANNABIS LICENSE EXCLUSION
AD69620319	ADDITIONAL INSURED - TRADE SHOW SPONSOR - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU (MARIJUANA BUSINESSES)
AD66620705	SILICA EXCLUSION (ABSOLUTE)
AD66650909	SPECIFIED OPERATIONS ENDORSEMENT
AD66690905	SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE LIMIT OF LIABILITY
AD67080222	OCCUPATIONAL DISEASE EXCLUSION (ABSOLUTE)
AD67380819	AUTO EXCLUSION (ABSOLUTE)
AD67600415	PREMIUM BASIS DEFINITION-GROSS SALES
AD67690413	ELECTROMAGNETIC RADIATION EXCLUSION
AD69780220	DESIGNATED PRODUCTS EXCLUSION - FAILURE TO COMPLY WITH STATE REGULATION OR LAW - CANNABIDIOL
AD69900621	LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE - GOVERNMENT-ORDERED WITHDRAWALS ONLY (MARIJUANA BUSINESS)
AD70040821	INTELLECTUAL PROPERTY EXCLUSION (ADVERTISING INJURY)
AI08440416	LIMITATION OF EXTENDED REPORTING PERIODS (CGL Coverage Form)

AI08480320

DESIGNATED PRODUCTS, SUPPLEMENTS AND ADDITIVES EXCLUSION

AI44020821

SERVICE OF SUIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM REPORTING NOTICE ADDRESS INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

It is agreed that the following is hereby added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

- e. You and any other involved insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Notice must be given to:

Admiral Insurance Group, a Berkley Company
Attention: Claims Department,
Mt. Laurel Corporate Park,
1000 Howard Blvd., Suite 300,
P.O. Box 5430,
Mount Laurel, NJ 08054

Or E-mail to: admclaims@admiralins.com

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**COVERAGES A AND B PROVIDE CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

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 **VI** – 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" 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 **c.** below, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1)** When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2)** When we make settlement in accordance with Paragraph **a.** above.

All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

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 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:

- (1)** The offense was committed in the "coverage territory";
- (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 **c.** below, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

c. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1)** When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2)** When we make settlement in accordance with Paragraph **a.** above.

All claims for damages because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

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 Retroactive Date, if any, shown in the Declarations.

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 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 (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 (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 Cbecause 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 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.Notice of an "occurrence" or offense is not notice of a claim.
- b. If a claim is received by any insured, you must:
 - (1) Immediately record the specifics of the claim 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 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 a "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 effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:
 - i. No Retroactive Date is shown in the Declarations of this insurance; or
 - ii. The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;
 - (ii) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";

- (iii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) 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
- (v) 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.

10. Your Right To Claim And Occurrence Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition. We will include the date and brief description of the "occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.
 2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:
 - a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or
 - b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.
- Once in effect, Extended Reporting Periods may not be canceled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
 - b. Five years with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and
 - c. Sixty days with respect to claims arising from "occurrences" or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

General Aggregate Limit

Products-Completed Operations Aggregate Limit

Paragraphs 2. and 3. of Section III – Limits Of Insurance will be amended accordingly. The Personal and Advertising Injury Limit, the Each Occurrence Limit and the Damage To Premises Rented To You Limit shown in the Declarations will then continue to apply, as set forth in Paragraphs 4., 5. and 6. of that section.

SECTION VI – 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 Paragraph (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 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designation Of Premises (Part Leased To You): All premises leased to you and covered by this insurance.</p>
<p>Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization that is a manager or lessor of real property, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.</p>
<p>Additional Premium: \$ Included</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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 liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) 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. 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization for operations performed by you or on your behalf.

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** 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.

2. This insurance does not apply to:

- a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Any person or organization that is a vendor of "your products", but only if coverage as an additional insured-vendor is required by a written contract or written agreement, and provided the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	Any of "your products" covered by this insurance.
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 any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor 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.

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 Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization that is a mortgagee, assignee or receiver for a premises shown in this Schedule, but only if coverage as an additional insured is required by a written contract or written agreement that is an “insured contract”, and provided the “bodily injury” or “property damage” first occurs, or the “personal and advertising injury” offense is first committed, subsequent to the execution of the contract or agreement.	All premises covered by this insurance.
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH LIMITED BODILY IN-
JURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to 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.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

“Personal and advertising injury” arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE 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:

Communicable Disease

“Bodily injury” or “property damage” arising out of the actual or alleged transmission of a communicable disease.

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

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

- 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:

Communicable Disease

“Personal and advertising injury” arising out of the actual or alleged transmission of a communicable disease.

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

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

ALL PREMISES AND ALL CLASSIFICATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section **I** – Coverage **C** – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

2. The following is added to Section **I** – Supplementary Payments:
 - h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND 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:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured 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; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (i) 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
- (ii) 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
AND EXCLUSION OF OTHER ACTS OF TERRORISM
COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR 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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

“Any injury or damage” arising, directly or indirectly, out of a “certified act of terrorism”, or out of an “other act of terrorism” that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the “coverage territory”. However, with respect to an “other act of terrorism”, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** describe the thresholds used to measure the magnitude of an incident of an “other act of terrorism” and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. 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 “bodily injury”, “property damage”, “personal and advertising injury”, “injury” or “environmental damage” as may be defined in any applicable Coverage Part.
2. “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;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. 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.
3. “Other act of 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, and the act is not a “certified act of terrorism”.

Multiple incidents of an “other act 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.

- C. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. 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.

LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Unmanned Aircraft	
	<ol style="list-style-type: none"> 1. Any “unmanned aircraft” operated under a FAA Section 333 Exemption. 2. Any “unmanned aircraft” weighing less than 4.4 pounds and operated under FAA Part 107 Rules. 3. Any “unmanned aircraft” that: <ol style="list-style-type: none"> a. Weighs less than 4.4 pounds; and b. Is operated at least 5 nautical miles away from an airport or heliport having an operational control tower or published instrument flight procedure; and c. Is operated at least 5 nautical miles away from a military base or national park; and d. Is operated at an altitude below 400 feet; and e. Is manually flown within the unaided (other than corrective lenses) visual line of sight of the remote pilot in command or the person manipulating the flight controls of the “unmanned aircraft”. 4. Any other “unmanned aircraft” endorsed to this policy.
Description Of Operation(s) Or Project(s)	
Operations directly related to the Business Description shown in the Declarations.	
Limit Of Insurance	
Unmanned Aircraft Liability Aggregate Limit:	\$ Paragraph C. below does not apply. Please refer to Section III – Limits of Insurance.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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”.

This Paragraph **g.(1)** does not apply to “unmanned aircraft” described in the Schedule, but only with respect to the operation(s) or project(s) described in the Schedule.

(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”;
- b.** Infringing upon another's copyright, trade dress or slogan in your “advertisement”; or
- c.** “Unmanned aircraft” described in the Schedule, but only with respect to the operation(s) or project(s) described in the Schedule.

C. If an Unmanned Aircraft Liability Aggregate Limit is shown in the Schedule, the following provisions are added to Section III – Limits Of Insurance:

- 1.** Subject to Paragraph 2. or 3. of **Section III – Limits Of Insurance**, whichever applies, the Unmanned Aircraft Liability Aggregate Limit shown in the Schedule is the most we will pay for the sum of:
 - a.** Damages under Coverage **A**;
 - b.** Damages under Coverage **B**; and

c. Medical expenses under Coverage C;

because of all “bodily injury”, “property damage” and “personal and advertising injury” arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”.

2. Paragraph 4., the Personal And Advertising Injury Limit, Paragraph 5., the Each Occurrence Limit, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of **Section III – Limits Of Insurance** continue to apply to “bodily injury”, “property damage” and “personal and advertising injury”, as applicable, arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft” but only if, and to the extent that, a limit of insurance is available under the Unmanned Aircraft Liability Aggregate Limit.

D. 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.

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.

NUCLEAR ENERGY LIABILITY 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
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PROFESSIONAL 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.

CROSS LIABILITY EXCLUSION

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
LIQUOR LIABILITY COVERAGE PART

It is agreed this insurance does not apply to:

(1) Any claim made or "suit" brought for damages or liability of any kind by any Named Insured or any "employee", "volunteer worker", "temporary worker", "executive officer", director, stockholder, partner or member of any Named Insured against any other Named Insured or any "employee", "volunteer worker", "temporary worker", "executive officer", director, stockholder, partner or member of any other Named Insured because of "bodily injury", "property damage" or "personal and advertising injury"; or

(2) Any claim made or "suit" brought for damages by the spouse, child, parent, brother or sister of any "employee", "volunteer worker", "temporary worker", "executive officer", director, stockholder, partner or member of any Named Insured as a consequence of (1) above.

It is further agreed the Company shall not have the obligation to indemnify, defend, adjust, investigate or pay any cost or expense of any kind for any claim made or "suit" brought which is excluded under the terms of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWN EVENT, INCIDENT, INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (Claims-Made Coverage)
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (Claims-Made Coverage)

This insurance does not apply to those sums that the insured becomes legally obligated to pay because of “bodily injury”, “property damage” or “personal and advertising injury”, to include all SUPPLEMENTARY PAYMENTS, arising out of:

- (a) any “occurrence”, claim, offense or “suit”; or
- (b) any event, incident, circumstance or condition that may reasonably be expected to result in an “occurrence”, claim, offense or “suit”; or
- (c) any “bodily injury”, “property damage” or “personal and advertising injury”,

if such “occurrence”, claim, offense, “suit”, condition, circumstance, event, incident, “bodily injury”, “property damage” or “personal and advertising injury” is or was known to any insured prior to the earliest of the following dates:

- (a) The beginning of the policy period shown in the Declarations of this policy; or
- (b) The beginning of “continuous claims-made coverage”.

“Continuous claims-made coverage” means coverage provided by claims-made policies issued by us to you that have been kept in force without interruption from the beginning of the policy period shown in the Declarations of the first such claims-made policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**LIMITATION OF COVERAGE TO OPERATIONS
PERFORMED IN DESIGNATED STATES**

It is agreed this insurance applies only to operations performed in the States shown in the Schedule below.

Schedule

MA

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (OCCURRENCE VERSION)
COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE)
PRODUCTS AND COMPLETED OPERATIONS LIABILITY COVERAGE FORM (OCCURRENCE VERSION)
PRODUCTS AND COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)
LIQUOR LIABILITY COVERAGE (OCCURRENCE VERSION)
LIQUOR LIABILITY COVERAGE (CLAIMS-MADE)
OWNER'S AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
EXCESS LIABILITY COVERAGE FORM
UMBRELLA LIABILITY COVERAGE FORM

The definition of "bodily injury" in DEFINITIONS is amended as follows:

"Bodily injury" means physical injury, physical sickness or physical disease sustained by any one person, including death resulting from any of these at any time. "Bodily injury" does not include shock or emotional, mental or psychological distress, injury, trauma or anguish, or other similar condition, unless such condition results solely and directly from that one person's prior physical injury, physical sickness or physical disease otherwise covered under this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED LOCATION(S)
GENERAL AGGREGATE LIMIT
(WITH TOTAL AGGREGATE LIMIT FOR COVERAGES A, B AND C)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Designated Location(s):

All locations covered by this insurance.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated “location” shown in the Schedule above:
 - 1. A separate Designated Location General Aggregate Limit applies to each designated “location”, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
However, the most we will pay under the Designated Location General Aggregate Limit for all Designated “Locations” combined is \$5,000,000.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
 - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated “location”. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated “location” shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated “location” shown in the Schedule above:



1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
“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.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LEAD EXCLUSION
(ABSOLUTE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

This insurance does not apply to liability, injury or damages of any kind, to include but not limited to "bodily injury", "property damage" or "personal and advertising injury" including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with actual, alleged or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of the mining, manufacturing, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, ingestion of or testing for or failure to disclose the presence of lead, products containing lead, or products designed or used to protect from the inhalation, ingestion, contact with or other exposure to lead, whether or not the lead is or was at any time airborne as a fume, dust, powder, fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to any loss, cost or expense, including but not limited to payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:

- (1) Clean up or removal of lead or products and materials containing lead;
- (2) Such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of lead or products and material containing lead;
- (3) Disposal of lead substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (4) Compliance with any law or regulation regarding lead;
- (5) Existence, storage, handling or transportation of lead;
- (6) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, "suit," demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to "bodily injury," "property damage," or "personal and advertising injury" to which this endorsement applies.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

This insurance does not apply to punitive or exemplary damages, in whatever form assessed, awarded against any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION (ABSOLUTE)

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
PROFESSIONAL LIABILITY COVERAGE PART

This insurance does not apply to any "bodily injury", "property damage" or "personal and advertising injury" related to actual, alleged or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of mining, the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, testing for or failure to disclose the presence of asbestos, products containing asbestos, or products designed or used to protect from the inhalation, ingestion, contact with or other exposure to asbestos whether or not the asbestos is or was at any time airborne as a fume, dust, powder, fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to any loss, cost or expense including but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:

- (1) Clean up or removal of asbestos or products and materials containing asbestos;

- (2) Such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of asbestos or products and material containing asbestos;
- (3) Disposal of asbestos substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (4) Compliance with any law or regulation regarding asbestos;
- (5) Existence, storage, handling or transportation of asbestos;
- (6) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

It is further agreed that for any claim made or suit brought which is excluded under the terms of this endorsement the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, attorney fees or adjustment arising out of such claims.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MINIMUM PREMIUM AND MINIMUM RETAINED
PREMIUM AMENDATORY ENDORSEMENT**

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

1. Condition 5. Premium Audit as shown in SECTION IV- CONDITIONS is deleted and replaced by the following condition:

5. Premium Audit

All premiums for this policy shall be computed in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to the Insurance afforded herein.

Premium designated in this policy as Advance Premium is a Deposit Premium which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of policy period), designated in the DECLARATIONS as the audit period, the earned premium shall be computed for such period and, upon notice thereof to the first Named Insured, shall become due and payable.

Should it become necessary to institute collection activities, including litigation, in order to collect the additional earned premium, then you shall be responsible for 100% of the expenses, fees and costs incurred by the Company in that regard plus any collectible interest. If the total computed earned premium for the policy period is less than the premium previously paid, then we shall receive and retain no less than the minimum premium(s) listed in the coverage part(s) attached hereto.

You shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the policy period and at such times during the policy period as we may direct.

2. It is further agreed that Section A. Cancellation, paragraph 5. of the COMMON POLICY CONDITIONS is amended to read as follows:
 5. If the policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be the lesser of the pro rata of the actual earned premium or Minimum Premium. If the Named Insured cancels, the refund may be less than pro rata. However in no event shall we retain less than 25% of the Advance Premium shown in the DECLARATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEDUCTIBLE LIABILITY INSURANCE
(APPLICABLE TO INDEMNITY AND EXPENSES)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Amount and Basis of Deductible		
		PER CLAIM	PER OCCURRENCE
Bodily Injury Liability	\$		\$
Property Damage Liability	\$		\$
Bodily Injury Liability and/or Property Damage Liability Combine	\$	2,500.00	\$
Personal and Advertising Injury Liability	\$		\$

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all “bodily injury”, “property damage” and “personal and advertising injury”, however caused. Damages includes any payments made under the Supplementary Payments provisions of this policy including, but not limited to, expenses we incur to investigate or settle a claim or to defend a “suit”.):

No limitations

1. Our obligation under the Bodily Injury Liability, Property Damage Liability, and Personal and Advertising Injury Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

Damages includes any payments made under the Supplementary Payments provisions of this policy including, but not limited to, expenses we incur to investigate or settle a claim, or to defend a “suit”.
2. The 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:
 - a. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a PER CLAIM basis, that deductible applies as follows:

- (1) Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of “bodily injury”;
- (2) Under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of “personal and advertising injury”;
- (3) Under Property Damage Liability Coverage, to all damages sustained by any one person because of “property damage”; or
- (4) Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (a) “Bodily injury”;
 - (b) “Property damage”; or
 - (c) “Bodily injury” and “property damage” 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” and “personal and advertising injury”, person includes an organization.

- b. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a PER OCCURRENCE basis, that deductible amount applies as follows:
 - (1) Under Bodily Injury Liability Coverage, to all damages because of “bodily injury”;
 - (2) Under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of “personal and advertising injury”;
 - (3) Under Property Damage Liability Coverage, to all damages because of “property damage”; or
 - (4) Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (a) “Bodily injury”;
 - (b) “Property damage”; or
 - (c) “Bodily injury” and “property damage” combined,
 as the result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend the insured against any “suits” seeking those damages; and
 - b. Your duties in the event of an “occurrence”, claim, or “suit”;
 apply irrespective of the application of the deductible amount.
4. We may pay any part 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.
5. When used in this endorsement, damages include any payments made under the Supplementary Payments provisions of this policy including, but not limited to, expenses we incur to investigate or settle a claim or to defend a “suit”.
6. If you do not promptly reimburse us for any deductible amount owed, then any cost incurred by us in collection of the deductible amount will be added and applied in addition to the applicable deductible amount without any limitation. These costs include, but are not limited to, collection agency fees, attorney’s fees and interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRIOR PRODUCTS AND OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Date: 03/16/2022

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury", including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with actual, alleged or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of:

- a) Goods or products manufactured, sold, handled, distributed or disposed of by you, or on your behalf, or by any person, company, entity or organization for whom you may be legally liable, before the date shown in the Schedule; or
- b) Any project on which you, or any person, company, entity or organization acting on your behalf or for whom you may be legally liable, first commenced work or operations before the date shown in the Schedule.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, "suit," demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to "bodily injury," "property damage," or "personal and advertising injury" to which this endorsement applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MICROORGANISMS, BIOLOGICAL ORGANISMS
OR ORGANIC CONTAMINANTS EXCLUSION
(EXCEPT BODILY INJURY CAUSED BY YOUR PRODUCT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS-COMPLETED OPERATIONS COVERAGE FORM

A. This insurance does not apply to:

- (1)** Liability, injury or damages of any kind, to include but not limited to “bodily injury”, “property damage”, “personal and advertising injury” arising out of, related to, caused by or in any way connected with the exposure to, presence of, formation of, existence of or actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, bacteria, bacterium, spores, yeast or other toxins, allergens, infectious agents, wet or dry rot or rust, or materials of any kind containing them at any time, regardless of the cause of growth, proliferation or secretion.
 - (a)** At, from or within any premises, site, location or building which is or was at any time owned or occupied by, directly or indirectly managed by, rented or loaned to, used by or for any insured or others;
 - (b)** At, from or within any premises, site, location or building on which any insured or any contractor or subcontractor working directly or indirectly on any insured’s behalf are performing or have completed operations.
- (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 microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, spores, yeast, or other toxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.
 - (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 microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, spores, yeast, or other toxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

B. This exclusion does not apply to “bodily injury” caused by “your product”.

C. We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, “suit” or other proceeding alleging injury or damages of any kind, to include but not limited to “bodily injury”, “property damage”, “personal and advertising injury” to which this endorsement applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INJURY TO WORKERS EXCLUSION – JOINT FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

IMPORTANT NOTICE: THE FOLLOWING EXCLUSIONS APPLY ONLY IF THE BOX ADJACENT TO THE EXCLUSION TITLE IS CHECKED.

INJURY TO CONTRACTOR EXCLUSION

It is agreed this insurance does not apply to “bodily injury” or “personal and advertising injury” to:

1. Any “contractor”;
2. Any “employee” of any “contractor”; or
3. The spouse, child, parent, brother, sister or registered domestic partner of that “contractor” or “employee” of that “contractor” as a consequence of Paragraph 1. or 2. above.

For the purposes of this endorsement, the term “contractor” means any independent contractor, subcontractor, sub-subcontractor or service provider:

1. Hired by you to perform work, operations or services for you or on your behalf; and
2. Hired by others to perform work, operations or services for you or on your behalf.

For the purposes of this endorsement, the term “employee” includes a leased worker, temporary worker, volunteer worker, borrowed worker, borrowed servant, casual laborer, apprentice, intern or any other person performing work, operations or services for any “contractor”.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury or damage.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, “suit,” demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to “bodily injury” or “personal and advertising injury”, to which this endorsement applies.

INJURY TO TEMPORARY, VOLUNTEER OR CASUAL WORKER EXCLUSION

This insurance does not apply to "bodily injury" or "personal and advertising injury" to any:

1. "Temporary worker";
2. "Volunteer worker";
3. "Casual worker"; or
4. The spouse, child, parent, brother, sister or registered domestic partner of that worker as a consequence of Paragraph 1., 2. or 3. above.

For the purposes of this endorsement only, "temporary worker" means:

A person who is furnished to any insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions; however, "temporary worker" does not include a person who is furnished to any insured by a labor union to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. For the purposes of this endorsement only, "casual worker" means:

1. A person, other than a person furnished to you by a labor union, who acts at the direction of and within the scope of duties determined by any insured, and is employed by any insured for a short time and for a limited and temporary purpose; or
2. A person for whom any insured, or a labor leasing firm acting on behalf of any insured, does not withhold federal income taxes and pay federal unemployment tax.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, "suit," demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to "bodily injury" or "personal and advertising injury" to which this endorsement applies.

INJURY TO LEASED WORKER EXCLUSION

This insurance does not apply to "bodily injury" or "personal and advertising injury" to:

1. Any "leased worker"; or
2. The spouse, child, parent, brother, sister or registered domestic partner of that "leased worker" as a consequence of Paragraph 1. above.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury or damage.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, "suit," demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to "bodily injury" or "personal and advertising injury" to which this endorsement applies.

ABSOLUTE EMPLOYERS LIABILITY EXCLUSION

Commercial General Liability Coverage Form Section I Coverage A Exclusion e. is deleted in its entirety and replaced by the following:

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

- (1) Whether any insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

It is further agreed that Definition 9. Paragraph f. is amended to include the following subparagraph (4):

- (4) Under which any insured assumes liability for "bodily injury" to an "employee" of any insured arising out of and in the course of employment by any insured or performing duties related to the conduct of any insured's business; or to the spouse, child, parent, brother, sister or registered domestic partner of that "employee".

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, "suit," demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to "bodily injury" to which this endorsement applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EXCLUSIONS – JOINT FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

PRE-EXISTING DAMAGE EXCLUSION

This insurance does not apply to:

1. “Bodily injury” or “property damage”, whether such “bodily injury” or “property damage” is known or unknown,
 - (a) which first occurred prior to the inception date of this policy (or the retroactive date of this policy, if any; whichever is earlier); or
 - (b) which are, or are alleged to be, in the process of occurring as of the inception date of the policy (or the retroactive date of this policy, if any; whichever is earlier) even if the “occurrence” continues during this policy period.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

“Bodily injury” to:

- (1) A person arising out of any “wrongful employment act(s)”; or
- (2) The spouse, child, parent, brother, sister or registered domestic partner of that person as a consequence of “bodily injury” to that person at whom any of the “wrongful employment act(s)” described in Paragraph (1) above is directed.

This exclusion applies:

- (1) Whether any insured may be liable as an employer or in any other capacity;
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury; and
- (3) Whether the “wrongful employment act(s)” occurs before employment, during employment or after employment of that person.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

“Personal and advertising injury” to:

- (1) A person arising out of any “wrongful employment act(s)”; or
- (2) The spouse, child, parent, brother, sister or registered domestic partner of that person as a consequence of “personal and advertising injury” to that person at whom any of the “wrongful employment act(s)” described in Paragraph (1) above is directed.

This exclusion applies:

- (1) Whether any insured may be liable as an employer or in any other capacity;
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury; and
- (3) Whether the “wrongful employment act(s)” occurs before employment, during employment or after employment of that person.

C. Additional Definitions:

- (1) “Wrongful employment act(s)” means any of the following actual, alleged or related acts committed by or on behalf of any insured arising out of a potential, actual or post-employment relationship with any person:
 - (a) Discrimination or harassment because of race, color, religion, age, sex, disability, pregnancy, national origin, sexual orientation, marital status, or any other basis prohibited by law which results in termination of the employment relationship, or demotion, or failure or refusal to hire or promote, or failure to accommodate an “employee” or potential “employee”, or denial of an employment privilege, or the taking of any adverse or differential employment action; or
 - (b) Sexual harassment including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature that is made a condition of employment, is used as a basis for employment decisions, or creates an intimidating, hostile or offensive work environment that interferes with work performance; or
 - (c) Termination, constructive discharge, wrongful failure to hire, wrongful demotion, retaliation, misrepresentation, infliction of emotional distress, defamation, invasion of privacy, humiliation, wrongful evaluation, or breach of an implied contract or agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation; or
 - (d) Physical assault or battery, or any other similar behavior that creates an intimidating, hostile, offensive or dangerous work environment; or
 - (e) Training or failing to train any “employee” in accordance with any applicable federal, state or local law, regulation, ordinance, rule, guidance document or policy directive governing any act described in Paragraph C. (1) (a) through Paragraph C. (1) (d) above; or
 - (f) Failure to comply with any applicable federal, state or local law, regulation, ordinance, rule, guidance document or policy directive related to the prevention of any act described in Paragraph C. (1) (a) through Paragraph C. (1) (d) above; or
 - (g) malicious prosecution.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREARMS EXCLUSION (ABSOLUTE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance does not apply to liability, injury or damages of any kind, including but not limited to “bodily injury”, “property damage” or “personal and advertising injury” arising out of, related to, based upon, attributable to, caused by, contributed to by, or resulting from the use, ownership, display, brandishing, possession or discharge of a firearm by any insured, by any person or entity for whom any insured is or ever was legally responsible, or by any other person or entity.

This insurance does not apply even if the claims against any insured or any person or entity acting on behalf of any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others.

For the purposes of this endorsement, this insurance does not apply to any liability for damages of any kind arising out of, related to, based upon, attributable to, caused by, contributed to by, or resulting from the use, ownership, display, brandishing, possession or discharge of a firearm any insured assumes under an “insured contract”.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, “suit,” demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to “bodily injury”, “property damage”, or “personal and advertising injury” to which this endorsement applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**HEALTH HAZARD EXCLUSION (LIMITED) –
MARIJUANA BUSINESSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPETED OPERATIONS LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury” or “personal and advertising injury” arising out of any actual or alleged development, emergence, contraction, aggravation or exacerbation of any form of illness, sickness or disease of the human body including, but not limited to, cancer, carcinoma, cancerous or pre-cancerous conditions, arteriosclerosis, cardiopulmonary illnesses, sicknesses, diseases or conditions, or other illnesses, sicknesses or diseases of the organs, vascular or immune systems of the human body, or the impaired development of fetuses or any part of the human body, illnesses, sicknesses or diseases of the eyes, psychosis, depression or any other mental disorders, arising out of or resulting from the consumption, ingestion, inhalation, absorption or other use of any “electronic cigarette or vaporizer product”, “marijuana product”, or any similar product by any person, or any exposure to the consumption, ingestion, inhalation, absorption or other use of any “electronic cigarette or vaporizer product”, “marijuana product” or similar product by any person. This exclusion applies whether the illness, sickness or disease or impaired development is caused by the “marijuana product” or “electronic cigarette or vaporizer product” itself or by any contaminant, adulterant, additive, ingredient or component in or of the product and whether caused by way of direct or indirect exposure to the “marijuana product” or “electronic cigarette or vaporizer product.”

This exclusion does not apply to:

1. “Bodily injury” that occurs abruptly and suddenly, that is not gradual, and is definite as to time and location, resulting in thermal burns, cuts, abrasions, or fractures; or
2. “Bodily injury” caused by acute poisoning as a result of the consumption, ingestion or inhalation of a contaminated “marijuana product” or contaminated “electronic cigarette or vaporizer product”.

For the purposes of this endorsement only, the following additional Definitions apply.

A. “Electronic cigarette or vaporizer product” means:

1. A device designed to provide inhaled doses of nicotine, cannabinoids and/or other chemicals, oils or compounds by delivering a vaporized nicotine, cannabinoid and/or other chemical, oil or compound solution. “Electronic cigarette or vaporizer product” includes any “component part” of any “electronic cigarette or vaporizer product”. “Component part” means any original part of, or replacement part for, an “electronic cigarette or vaporizer product” or similar device, and includes, but is not limited to, inhalers, atomizers, power sources, cartridges, and liquid or solid substances containing nicotine, cannabinoids and/or other chemicals, oils or compounds. “Component part” also includes containers, materials, parts or equipment furnished in connection with such parts.

B. “Marijuana product” means:

1. Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic, including but not limited to:
 - a. Any plant of the genus Cannabis L, or any part thereof, such as seeds, stems, flowers, stalks and roots;
 - b. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to resin, oil, wax, hash or hemp; and
 - c. Infused liquids or edibles;whether or not derived from any plant or part of any plant set forth in this paragraph.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, “suit”, demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to “bodily injury” or “personal and advertising injury” to which this endorsement applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AUDIT WAIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Paragraph 1. of MINIMUM PREMIUM AND MINIMUM RETAINED PREMIUM AMENDATORY ENDORSEMENT AD 66 09 02 95 is deleted in its entirety and replaced by the following:

1. Condition 5. Premium Audit as shown in SECTION IV- CONDITIONS is deleted and replaced by the following condition:

5. Premium Audit

All premiums for this policy shall be computed in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as Total Advance Premium is a Deposit Premium which shall be credited to the amount of the Earned Premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the DECLARATIONS as the audit period, the Earned Premium shall be computed for such period.

If the Earned Premium is greater than the Total Advance Premium, we will waive an amount equal to the lesser of the following amounts:

- a. The difference between the Earned Premium and the Total Advance Premium; or
- b. Ten percent of the Total Advance Premium.

Upon notice to the first Named Insured, the amount due to us shall become due and payable.

Should it become necessary to institute collection activities, including litigation, in order to collect the additional Earned Premium, then you will be responsible for 100% of the expenses, fees and costs incurred by us in that regard plus any collectible interest.

You shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the policy period and at such times during the policy period as we may direct.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAILURE TO MAINTAIN AND COMPLY WITH CANNABIS BUSINESS LICENSE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

This insurance does not apply to any claim made or "suit" brought against any insured:

1. If that insured's cannabis business license is, at the time of the "occurrence" or offense, expired, under suspension, revoked, surrendered or otherwise terminated; or
2. Arising out of a business operation that is inconsistent with the cannabis business license type.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, "suit," demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to "bodily injury," "property damage," or "personal and advertising injury" to which this endorsement applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – TRADE SHOW SPONSOR –
AUTOMATIC STATUS WHEN REQUIRED IN
WRITTEN AGREEMENT WITH YOU
(MARIJUANA BUSINESSES)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization who is a sponsor of a trade show where you are operating a booth or displaying your product, but only:

1. For injury or damage occurring at the trade show; and
2. When you and such person or organization have agreed in writing in a contract or agreement executed prior to the beginning of the trade show that such person or organization be added as an additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; while attending the trade show sponsored by this additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your attendance at the trade show ends.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

1. This insurance does not apply to “bodily injury” or “property damage” arising out of “your work” or “your product” and included in the “products-completed operations hazard”.
2. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the manufacturing of, distribution of, selling of, serving of or furnishing of “your product” by or on behalf of any insured at the trade show, whether or not a fee is charged.

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 shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA EXCLUSION (ABSOLUTE)

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
PROFESSIONAL LIABILITY COVERAGE PART

This insurance does not apply to any "bodily injury", "property damage" or "personal and advertising injury" related to actual, alleged, or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of mining, the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, ingestion of, testing for or failure to disclose the presence of, failure to warn or advise of silica, products containing silica, or products designed or used to protect from the inhalation, ingestion, contact with or any other exposure to silica, whether or not the silica is or was at any time airborne as a fume, dust, powder, fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:

(1) Clean up or removal of silica or products and materials containing silica;

- (2) Such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of silica or products and material containing silica;
- (3) Disposal of silica substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (4) Compliance with any law or regulation regarding silica;
- (5) Existence, storage, handling or transportation of silica;
- (6) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

It is further agreed that for any claim made or suit brought which is excluded under the terms of this endorsement the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, attorney fees or adjustment arising out of such claims.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED OPERATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Specified Operations:

CANNABIS CULTIVATOR, PROCESSOR AND MANUFACTURER

This insurance applies only to “bodily injury”, “property damage”, “personal and advertising injury” and medical expenses caused by the operations shown in the Schedule.

Effective Date: 03/16/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE
LIMIT OF LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that:

**A. Under SECTION I – COVERAGES
COVERAGE A BODILY INJURY AND PROPERTY
DAMAGE LIABILITY**Item **1.a.(2)** is deleted in its entirety and replaced by the following:

- (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments under Coverages **A** or **B** or medical expenses under Coverage **C**.

**B. Under SECTION I – COVERAGES
COVERAGE B PERSONAL AND ADVERTISING
INJURY LIABILITY**Item **1.a.(2)** is deleted in its entirety and replaced by the following:

- (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments under Coverages **A** or **B** or medical expenses under Coverage **C**.

**C. Under SUPPLEMENTARY PAYMENTS – COVER-
AGES A AND B**

The following sentence is deleted in its entirety:

These payments will not reduce the limits of insurance.

And is replaced by the following:

These payments will reduce the limits of insurance.

**D. SECTION III – LIMITS OF INSURANCE is deleted
in its entirety and replaced by the following:****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";
 - c.** Damages under Coverage **B**; and
 - d.** Supplementary Payments.
- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages, including Supplementary Payments, because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4.** Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages, including Supplementary Payments, because of all "personal and advertising injury" sustained by any one person or organization.
- 5.** Subject to **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**;
 - b.** Medical expenses under Coverage **C**;
 - c.** Supplementary Payments;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6.** Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages, including Supplementary Payments, 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 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCUPATIONAL DISEASE EXCLUSION (ABSOLUTE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

It is agreed there is no coverage afforded under this policy for any "bodily injury" to **any** individual resulting from any occupational or environmental disease arising out of any insured's operations, completed operations or products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO EXCLUSION (ABSOLUTE)

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

- A. It is understood and agreed to by you and us that **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY Exclusion g. - Aircraft, Auto or Watercraft** is amended to delete the term “auto” throughout the exclusion. **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY Exclusion g.** remains in full effect and is unamended with respect to aircraft and watercraft. In addition, the following exclusion is added to **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**.

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” allegedly or actually arising out of, related to, caused by, contributed to by, or in any way connected to or with:

1. The ownership, maintenance, “use”, or entrustment to others, by or on behalf of any insured of an “auto.”
2. The direct or indirect arranging or brokering by or on behalf of any insured for the ownership, maintenance, “use” or entrustment to others of any “auto.”
3. The “use” of any “auto” by anyone as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time the user is logged into a “transportation network platform” whether or not a passenger is “occupying” the “auto.”
4. The “use” of any “auto” by anyone for “delivery services.” This includes, but is not limited to, any period of time the user is logged into a “transportation network platform” or “delivery network platform,” whether or not the goods, services or products to be delivered are in the covered “auto.”

This exclusion applies even if the claims against any insured, or anyone acting on any insured’s behalf, allege negligence or any other wrongdoing in the supervision, hiring, retention, employment, training, or monitoring of others by or on behalf of any insured.

Direct or indirect arranging or brokering by or on behalf of any insured includes, but is not limited to “bodily injury”, “property damage” or “personal and advertising injury” arising out of, related to, caused by, contributed to by, or in any way connected to or with the ownership, maintenance, “use” or entrustment to others of any “auto” by another for which any insured is alleged to be liable under any theory of law, including but not limited to joint venture, respondeat superior, conspiracy, partnership or joint enterprise.

This exclusion also applies to any “bodily injury”, “property damage” or “personal and advertising injury” for which any insured is obligated, or is alleged to be obligated, to pay damages or defend any “suit” by reason of the assumption of liability in an “insured contract.”

We shall have no duty to defend any insured against any loss, claim, “suit”, or other proceeding alleging damages arising out of or related to “bodily injury”, “property damage” or “personal and advertising injury” to which this exclusion applies.

B. Additional Definitions

As used in this endorsement:

1. “Delivery network platform” means an online-enabled application or digital network used to connect customers:

- a) With drivers; or
- b) With local vendors using drivers;

For the purpose of providing prearranged “delivery services” for compensation. A “delivery network platform” does not include a “transportation network platform.”

- 2. “Delivery services” includes courier services.
- 3. “Occupying” means in, upon, getting in, on, out or off.
- 4. “Transportation network platform” means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.
- 5. “Use” includes, but is not limited to operation and “loading or unloading.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM BASIS DEFINITION – GROSS SALES

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
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

When used as a Premium Basis, the following definition applies.

Gross Sales

1. Definition

Gross Sales means the gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for:

- a. All goods or products sold or distributed.
- b. Operations performed during the policy period.
- c. Rentals.
- d. Dues or fees.

2. Inclusions

The following items shall not be deducted from gross sales:

- a. Foreign exchange discounts.
- b. Freight allowance to customers.
- c. Total sales of consigned goods and warehouse receipts.
- d. Trade or cash discounts.
- e. Bad debts.
- f. Repossession of items sold on installments (amount actually collected).

3. Exclusions

The following items shall be deducted from gross sales:

- a. Sales or excise taxes which are collected and submitted to a governmental division.
- b. Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods.
- c. Finance charges for items sold on installments.
- d. Freight charges on sales if freight is charged as a separate item on customer's invoice.
- e. Royalty income from patent rights or copyrights which are not product sales.
- f. Rental receipts for products liability coverage only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ELECTROMAGNETIC RADIATION EXCLUSION
(ABSOLUTE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury", including costs or expenses, arising out of, related to, caused by, contributed to by, or in any way connected with the actual or alleged exposure to, presence of, formation of or existence of "electromagnetic radiation";
2. Any loss, claim, "suit", cost or expense arising out of any request, demand, order, statutory, regulatory or governmental requirement that any insured or others for whom any insured is legally liable, test for, comply with standards for, monitor, clean up, remove, contain, treat, detoxify, neutralize, abate, mitigate or in any way respond to or assess the effects of "electromagnetic radiation";
3. Any loss, claim, "suit", cost or expense, including but not limited to fines or penalties, arising out of any failure to comply with any statutory, regulatory or governmental standards concerning acceptable levels of "electromagnetic radiation";
4. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with Paragraphs 1., 2. or 3. above; or
5. Any obligation to share damages with or repay anyone else who must pay damages in connection with Paragraphs 1., 2., 3. or 4. above.

"Electromagnetic radiation" means any form of electrical and magnetic energy, or electric and magnetic field(s) within the electromagnetic spectrum, whether naturally occurring or artificially created, regardless of source, and includes, but is not limited to, radio frequency radiation.

We shall have no duty to investigate, defend or indemnify any insured, or others to whom the insured is legally liable, against any loss, claim, "suit," or other proceeding alleging injury or damages of any kind, to which this endorsement applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PRODUCTS EXCLUSION –
FAILURE TO COMPLY WITH STATE REGULATION OR
LAW - CANNABIDIOL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Schedule

Designated Product(s):

Any and all products, supplements, additives, substances, ingredients or compounds containing any amount of cannabidiol that is manufactured, imported, formulated, sold or distributed by you or on your behalf by others in violation of any state regulation or law.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with any actual, alleged or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of any Designated Product shown in the Schedule.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, "suit," demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to "bodily injury," "property damage," or "personal and advertising injury" to which this endorsement applies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED PRODUCT WITHDRAWAL EXPENSE
COVERAGE – GOVERNMENT-ORDERED
WITHDRAWALS ONLY (MARIJUANA BUSINESS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

ADDITIONAL DECLARATIONS SCHEDULE

	Limits Of Insurance
Aggregate Limit	\$ 250,000
Deductible Amount Per Product Withdrawal	\$ 2,500
Participation Percentage Per Product Withdrawal	10 %
Cut-Off Date: 03/16/2022	

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED “PRODUCT WITHDRAWAL”. THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

A. The following is added to **SECTION I – COVERAGES**:

SECTION I – LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

- a. We will reimburse you for “product withdrawal expenses” incurred by you because of a “product withdrawal” to which this coverage applies.
The amount of such reimbursement is limited as described in **SECTION III – LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered.
- b. This insurance applies to a “product withdrawal” only if the “product withdrawal” is initiated in the “coverage territory” during the policy period because the United States Food and Drug Administration or the United States Federal Communications Commission has ordered you to conduct a “product withdrawal”.
- c. We will reimburse “product withdrawal expenses” only if:
 - (1) The expenses are incurred within one year of the date the “product withdrawal” was initiated;
 - (2) The expenses are reported to us within one year of the date the expenses were incurred; and
 - (3) The product that is the subject of the “product withdrawal” was produced after the Cut-Off Date designated in the **ADDITIONAL DECLARATIONS SCHEDULE**.
- d. The initiation of a “product withdrawal” will be deemed to have been made only when you first received, either orally or in writing, notification of an order from the United States Food and Drug Administration or the United States Federal Communications Commission to conduct a “product withdrawal”.
- e. “Product withdrawal expenses” incurred to withdraw “your products” which contain the same or substantially similar “defects” will be deemed to have arisen out of the same “product withdrawal”.



2. Exclusions

This insurance does not apply to “product withdrawal expenses” arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any “product withdrawal” initiated due to the failure of “your product” to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause “bodily injury” or physical damage to tangible property other than “your product”.

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any “product withdrawal” initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Deterioration, Decomposition Or Chemical Transformation

Any “product withdrawal” initiated due to transformation of a chemical nature, deterioration or decomposition of “your product”. This exclusion does not apply if it is caused by:

- (1) An error in manufacturing, design, or processing;
- (2) Transportation of “your product”; or
- (3) “Product tampering”.

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of regaining goodwill, market share, revenue or “profit” or the costs of redesigning “your product”.

e. Expiration Of Shelf Life

Any “product withdrawal” initiated due to expiration of the designated shelf life of “your product”.

f. Known Defect

A “product withdrawal”, initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured's “executive officers”, prior to the date when this Coverage Part was first issued to you or prior to the time “your product” leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which “bodily injury” or “property damage” is excluded under Coverage A. Bodily Injury and Property Damage Liability by endorsement.

h. Governmental Ban

A recall when “your product” or a component contained within “your product” has been:

- (1) Banned from the market by the United States Food and Drug Administration or the United States Federal Communications Commission prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or “suit” against you for liability arising out of a “product withdrawal”.

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

- (1) Request, demand, order, 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”.

B. For the purposes of this coverage, SECTION III – LIMITS OF INSURANCE is replaced by the following:

SECTION III – LIMITS OF INSURANCE

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

- a. Insureds;
- b. “Product withdrawals” initiated; or
- c. Number of “your products” withdrawn.

2. The Aggregate Limit is the most we will reimburse you for the sum of all “product withdrawal expenses” incurred for all “product withdrawals” initiated during the policy period.

3. **Deductible And Participation Percentage Provisions**

a. **Deductible**

We will only pay for the amount of “product withdrawal expenses” which are in excess of the deductible amount, if any, shown in the ADDITIONAL DECLARATIONS SCHEDULE of this coverage. The deductible applies separately to each “product withdrawal”. The limits of insurance will not be reduced by the amount of this deductible.

b. **Participation Percentage**

If a Participation Percentage is indicated in the ADDITIONAL DECLARATIONS SCHEDULE of this endorsement, the following provision applies:

You agree to participate in the payment of “product withdrawal expenses” which are in excess of the Deductible, to the extent of the Participation Percentage indicated in the ADDITIONAL DECLARATIONS SCHEDULE. The Participation Percentage will apply separately to each “product withdrawal”.

You also agree that the cost of your participation in the loss will be borne entirely by you when due and you will not obtain insurance to cover it.

The Limits of Insurance of Product Withdrawal Expense Coverage 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.

C. For the purposes of this coverage, the **Duties In The Event Of Occurrence, Claim Or Suit Condition** under SECTION IV – CONDITIONS is replaced by the following:

2. **Duties In The Event Of A "Defect" Or A "Product Withdrawal"**

a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened “defect” in “your product”, or any governmental investigation, that may result in a “product withdrawal”. To the extent possible, notice should include:

- (1) How, when and where the “defect” was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of “your product”.

b. If a “product withdrawal” is initiated, you must:

- (1) Immediately record the specifics of the “product withdrawal” and the date it was initiated; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “product withdrawal” as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a “product withdrawal”. Any “profit” that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for “product withdrawal expenses”.

d. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the “product withdrawal”;

- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the “product withdrawal”.

D. For the purposes of this coverage, the following condition is added to SECTION IV – CONDITIONS:

Concealment Or Fraud

We will not provide coverage under Section **I** of this coverage to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or
2. Intentionally concealed or misrepresented a material fact concerning a “product withdrawal” or “product withdrawal expenses” incurred by you under Section **I** of this coverage.

E. The following definitions are added to the **Definitions** Section:

1. “Defect” means a defect, deficiency or inadequacy that creates a dangerous condition.
2. “Product tampering” is an act of intentional alteration of “your product” which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property other than “your product”.

When “product tampering” is known, suspected or threatened, a “product withdrawal” will be limited to those batches of “your product” which are known or suspected to have been tampered with.

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.

3. “Product withdrawal” means the recall or withdrawal:

- a. From the market; or
- b. From use by any other person or organization;

of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

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.

4. “Product withdrawal expenses” means those reasonable and necessary extra expenses, listed below, paid and directly related to a “product withdrawal”:

- a. Costs of notification;
- b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
- d. Costs of computer time;
- e. Costs of hiring independent contractors and other temporary employees;
- f. Costs of transportation, shipping or packaging;
- g. Costs of warehouse or storage space; or
- h. Costs of proper disposal of “your products”, or products that contain “your products”, that cannot be reused, not exceeding your purchase price or your cost to produce the products.

5. “Profit” means the positive gain from business operation after subtracting for all expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTELLECTUAL PROPERTY EXCLUSION (ADVERTISING INJURY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY Exclusion i.** is deleted in its entirety and replaced by the following:
- i.** “Personal and advertising injury” arising out of:
 - (1)** Any infringement, disparagement, dilution or diminution of or damage to:
 - (a)** Copyright, slogan or title;
 - (b)** Patent;
 - (c)** Trademark, service mark, service name, collective mark or certification mark, including without limitation any word, name, symbol, device or any combination thereof used to identify or distinguish the origin of a good, product or service;
 - (d)** Trade secret or practice;
 - (e)** Trade dress, including without limitation any shape, color, design or appearance used to distinguish the origin of a good, product or service;
 - (f)** Advertising ideas, concepts, campaigns, or style of doing business; or
 - (g)** Any other proprietary property rights or intellectual property rights recognized or implied by law.
 - (2)** Any false designation of the origin of a good, product or service.
 - (3)** Any deceptive, false, fraudulent, misleading, unfair, unlawful or untrue business act or practice.
 - (4)** Any oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
- II.** The definition of “personal and advertising injury” in the DEFINITIONS section of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted in its entirety and replaced by the following:
“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; or
 - d.** Oral or written publication of material that violates a person's right of privacy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF EXTENDED REPORTING PERIODS (CGL Coverage Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE)

SECTION V - EXTENDED REPORTING PERIODS is deleted in its entirety and replaced by the following:

SECTION V - EXTENDED REPORTING PERIODS

1. We will provide the Basic Extended Reporting Period described in Paragraph 4. below if:

- a. This Coverage Part is canceled or not renewed; or
- b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to “bodily injury”, “property damage” or “personal and advertising injury” on a claims-made basis.

2. We will offer the Supplemental Extended Reporting Period described in Paragraph 5. below if:

- a. This Coverage Part is canceled or not renewed by us; or
- b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to “bodily injury”, “property damage” or “personal and advertising injury” on a claims-made basis.

3. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims first received by you and reported to us during the Extended Reporting Period for:

- a. “Bodily injury” or “property damage” that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or

- b. “Personal and advertising injury” caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

4. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

- a. Sixty days with respect to claims because of “bodily injury” and “property damage” arising out of an “occurrence” reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
- b. Sixty days with respect to claims because of “personal and advertising injury” arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and
- c. Sixty days with respect to claims arising from “occurrences” or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

5. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 4. above, ends and lasts for 3 years.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages;
- d. Prior claims experience; and
- e. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. Extended Reporting Periods do not reinstate or increase the Limits of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PRODUCTS, SUPPLEMENTS
AND ADDITIVES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

This insurance does not apply to liability, injury or damages of any kind, to include but not limited to “bodily injury”, “property damage” and “personal and advertising injury”, including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with the manufacturing, distribution, sale, disposal, testing, handling, application, consumption or use of, or exposure to, any of the products, supplements or additives listed in the Schedule below, or to any other products which contain any of the products, supplements or additives listed in the Schedule below, or to any products which contain products similar to the chemical formulary of the products, supplements or additives listed in the Schedule below, or to any product which is a derivative of a product, supplement or additive listed in the Schedule below, or to any product, supplement or additive which is generally known in the trade in which it is used as having a formulation, structure or function similar to those listed in the Schedule below, by whatever name manufactured, distributed or sold.

SCHEDULE

Steroids, including any product, supplement, additive, substance, ingredient or compound controlled or banned by the Anabolic Steroid Control Act of 1990 including amendments thereto, or the Anabolic Steroid Control Act of 2005 including amendments thereto.

- DMAA (Methylhexanamine), (1,3-dimethylamylamine)
- DMHA (1,5-dimethylhexylamine)
- Ephedra
- Ephedrine Alkaloids
- Fenfluramine (N-Nitroso-Fenfluramine)
- Kratom
- Phenibut

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, “suit” or other proceeding alleging injury or damage of any kind, including but not limited to “bodily injury”, “property damage” or “personal and advertising injury” to which this amendment applies.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, **suit** or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such **suit** may be made upon John Briggs, or his nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260, and that in any **suit** instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Company's rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.

Further, pursuant to any statute of any state, territory or district of the United States of America or province of Canada, which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, **suit** or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and we hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Ideal Craft Cannabis Inc.

RESTRICTING ACCESS TO AGE 21 OR OLDER

Ideal Craft Cannabis, Inc. (“Ideal Craft” or “the Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(p)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
 - a. A motor vehicle license;
 - b. A liquor purchase identification card;
 - c. A government-issued identification card;
 - d. A government-issued passport; and
 - e. A United States-issued military identification card.

Ideal Craft Cannabis Inc.

QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Ideal Craft Cannabis Inc. (“Ideal Craft” or “the Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides. Ideal Craft shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Ideal Craft for at least one year in accordance with 935 CMR 500.160 (5). All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Ideal Craft by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Ideal Craft shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Ideal Craft’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All Ideal Craft staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Ideal Craft will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

Ideal Craft’s Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All Ideal Craft staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

Pursuant to 935 CMR 500.120(14), Ideal Craft will provide a quality control sample of marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to consumers. Such quality control samples will not be consumed by Ideal Craft staff on the premises, be sold to another licensee or consumer, and will be tested in accordance with 935 CMR 500.160. All quality control samples provided to Ideal Craft staff will be assigned a sequential alphanumeric identifier and entered into the Seed-to-Sale SOR in a manner determined by the Commission, and will be designated as a “Quality Control Sample.” All quality control samples will have a label affixed to them in accordance with 935 CMR 500.120(14)(e), Upon providing a quality control sample to Ideal Craft staff, Ideal Craft will record the reduction in quantity of the total weight or item under the alphanumeric sequence associated with the quality control sample, the date and time the sample

Ideal Craft Cannabis Inc.

was given to the employee, the agent registration number of the employee receiving the sample, and the name of the employee.

All Ideal Craft staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3)(b)(2). All phases of cultivation, processing, and packaging of marijuana will take place in a limited access area of Ideal Craft.

Ideal Craft management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow Ideal Craft procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), Ideal Craft shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Ideal Craft will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Ideal Craft storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The Ideal Craft storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by Ideal Craft for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(11), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Ideal Craft Cannabis Inc.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Ideal Craft Cannabis Inc. (“Ideal Craft” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Ideal Craft shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(3)(a), Ideal Craft is providing these personnel policies, including background check policies, for its Marijuana Establishment.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that Ideal Craft determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Ideal Craft strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or Ideal Crafts.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Ideal Craft has and follows a set of detailed written operating procedures for each location. Ideal Craft has developed and will follow a set of such operating procedures for each facility. Ideal Craft’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage and waste disposal of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;
- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
 - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

Ideal Craft Cannabis Inc.

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 any other jurisdiction. (m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee shall be made available upon request by any individual. 935 CMR 500.105(1) (n) requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(n) Policies and procedures for the handling of cash on Marijuana Establishment premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available upon inspection.

(o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(p) Policies and procedures for energy efficiency and conservation that shall include:

1. 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;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2)(b), all of Ideal Craft's current agents, managers and employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor." Once a marijuana establishment is designated a Responsible Vendor, all of Ideal Craft's Agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire. This program shall then be completed at a minimum of eight hours by Ideal Craft's agents annually, with the exception for agents classified as Administrative Employees, may participate in the Responsible Vendor Training Program on a voluntary basis. Ideal Craft shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g). Responsible vendor training shall include: marijuana's effect on the human body; diversion prevention; compliance with all tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID; and key state and local laws affecting marijuana establishment agents..

All employees of Ideal Craft will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Ideal Craft and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana

Ideal Craft Cannabis Inc.

Establishments, Recordkeeping, Ideal Craft's personnel records will be available for inspection by the Commission, upon request. Ideal Craft's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following Ideal Craft personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of Ideal Craft's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Ideal Craft and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. 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;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed Responsible Vendor Training Program and in-house training for Ideal Craft agents required under 935 CMR 500.105(2).
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures, including at a minimum, the following:
 - a. Code of Ethics;
 - b. Whistle-blower policy and
5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. Ideal Craft understands that in the event that Ideal Craft were to close, all records will be kept for at least two years at the expense of Ideal Craft and in a form and location acceptable to the Commission.

Ideal Craft Cannabis Inc.

RECORD KEEPING PROCEDURES

Ideal Craft Cannabis Inc. (“Ideal Craft” or the “Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). Ideal Craft shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory and transfer records as required by 935 CMR 500.105(8) and seed-to-sale SOR Electronic tracking system records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, including at a minimum the following: code of ethics; and whistle-blower policy, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Ideal Craft, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12).

VISITOR LOG

Ideal Craft will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

Ideal Craft will maintain real-time inventory records, including at minimum, an inventory of all marijuana plants, marijuana seeds, and clones in any phase of development, marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8)(c) and (d). Real-time inventory records may be accessed via METRC, the Commonwealth’s seed-to-sale tracking software of record. Ideal Craft will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

Ideal Craft will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(13)(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent’s (“LME”) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a

Ideal Craft Cannabis Inc.

description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; the name of the LME agent at the destination LME who re-weighted and re-inventoried products, and the vehicle make, model, and license plate number. Ideal Craft will maintain records of all manifests.

INCIDENT REPORTS

Ideal Craft will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(9). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Ideal Craft shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. Ideal Craft shall maintain all documentation relating to an incident for not 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.

TRANSPORTATION LOGS

In the event that Ideal Craft operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.105(13). Ideal Craft shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

Ideal Craft will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(10). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to Ideal Craft's security system, Ideal Craft will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Ideal Craft will ensure that all confidential information, including but not limited to employee personnel

Ideal Craft Cannabis Inc.

records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(l). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Ideal Craft's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

Ideal Craft Cannabis Inc.

MAINTAINING OF FINANCIAL RECORDS

Ideal Craft Cannabis (“Ideal Craft ” or the “Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall 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, or stipend, r, executive compensation, bonus, benefit, or item of value paid to any any persons having direct or indirect control over the marijuana establishment.

Furthermore, Ideal Craft will implement the following policies for Recording Sales:

- (a) Ideal Craft will utilize a point-of-sale system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) Ideal Craft may also utilize a sales recording module approved by the DOR.
- (c) Ideal Craft will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Ideal Craft will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Ideal Craft will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Ideal Craft determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) Ideal Craft will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Ideal Craft will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Ideal Craft will allow the Commission and the DOR audit and examine the point-of-sale system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.140(5).

Following the closure of Ideal Craft, all records will be kept for at least two years, at Ideal Craft’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Ideal Craft shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(5)(e).

Ideal Craft Cannabis Inc.

QUALIFICATIONS AND TRAINING

Ideal Craft Cannabis Inc. (“Ideal Craft” or the “Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete the minimum training requirements prior to performing job functions. Marijuana establishment agents will receive a total of eight hours of training that will be tailored to the role and responsibilities of the designated job function at Ideal Craft. Marijuana Establishment agents will be trained for one week before acting as an agent. At a minimum, marijuana establishment agents shall receive a total of eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Ideal Craft. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b)(1), all current marijuana establishment agents of Ideal Craft involved in the handling and sale of marijuana at the time of licensure or licensure renewal, will have successfully completed a Responsible Vendor Training (“RVT”) Program, and be designated a “responsible vendor.” In accordance with 935 CMR 500.105(2)(b)(1)(a)-(c), a marijuana establishment agent at Ideal Craft will be enrolled in the Basic Core Curriculum of the RVT program, and successfully complete the course within 90 days of hire. Upon the completion of the Basic Core Curriculum, the marijuana establishment agent will be eligible to enroll in the Advanced Core Curriculum if Ideal Craft deems it appropriate. Administrative employees at Ideal Craft, that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

Ideal Craft will comply with 935 CMR 500.105(2)(b)(3) by requiring all marijuana establishment agents who have completed the Basic Core Curriculum, and are involved in the handling and sale of marijuana enroll in and complete the four-hour RVT requirement annually. This will ensure that Ideal Craft maintains its designation as a Responsible Vendor.

Ideal Craft shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(a)(5). Responsible vendor training shall include: marijuana’s effects on the human body; diversion prevention and prevention of sales to minors; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID along with spotting and confiscating fraudulent ID; and key state and local laws.

All of Ideal Craft’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Ideal Craft employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(2). All registered agents of Ideal Craft shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents’ files. Ideal Craft shall retain all training records for four (4) years as required by 935 CMR 500.105(2)(a)(5). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

DIVERSITY PLAN

Ideal Craft Cannabis Inc. (“Ideal Craft” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Ideal Craft a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Town Specific Data - According to 2010 Census information, the Town of Uxbridge, has approximately 13,457 people, a population change of +2-.6% since 2000. 50.2% of the population is Female and 49.8% are Male. The median resident age is 41.3. The population is 94.8% White, 1.9% Hispanic, 1% Asian alone, .8% Black alone and 1.3% two or more races.

Ideal Craft’s commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least 51% of our staffing needs from people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ individuals.

Programs to Achieve Diversity Goal One:

- Provide on-site interactive workshops, twice a year at Ideal Craft’s Retail Establishment at a date and time determined by Ideal Craft management when the Establishment is not open to the general public. These workshops would cover such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ individuals, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements:

- *Qualitative Metrics:* Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of Ideal Craft’s strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow Ideal Craft to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics:* We will strive to achieve at least 51% of our staffing needs from people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ individuals. The personnel files shall be evaluated on a semi-annual basis to determine how many employees are people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans,

Ideal Craft Cannabis Inc.

persons with disabilities, and LGBTQ+ that occupy positions within the company and that number shall be divided by Ideal Craft's total staffing at its facility to determine the percentage achieved.

Is our goal objectively reasonable?

Ideal Craft's goal of hiring minorities to comprise 51% of our staffing needs at our Establishment is objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions quarterly in several of the following publications: *Professional Diversity Network, Diversity Jobs, Beyond.com*.

Ideal Craft acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

Ideal Craft 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 Marijuana Establishments.

Ideal Craft acknowledges that 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.

Energy Compliance Plan

Ideal Craft Cannabis Inc. (“Ideal Craft” or the “Company”) will work with our architect and engineer to identify and as many energy saving strategies as possible. In addition, Ideal Craft will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation.
- Installing ‘smart’ thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks.
- Coordinating with the HVAC contractor to identify any energy saving opportunities.
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters.

In the future, any replacements or upgrades of heating/cooling, lighting, plumbing, and retail equipment (for example, POS stations) will include energy efficiency as part of its criteria for evaluation.

Ideal Craft will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

Ideal Craft acknowledges that if a Provisional License is issued, Ideal Craft, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

Ideal Craft will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). Ideal Craft will engage in either a Mass Save audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the summary.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for Ideal Craft to optimize its energy usage.

Ideal Craft is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs.

Ideal Craft Cannabis Inc.

Ideal Craft will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

Ideal Craft will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.